



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, January 6, 2021 at 9:00 A.M.

**Members of the public and media are welcome to attend in person with social distancing
or via WebEx 1-408-418-9388; Access Code: 126 320 5412; Meeting Password: VFmR4z4PaM3**

CONSENT AGENDA

(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)

1. Approve Minutes of County Court
Work Sessions: January 30, 2018; May 8, 2018; May 15, 2018; July 3, 2018; August 28, 2018; September 25, 2018; October 2, 2018; October 16, 2018; November 20, 2018; November 27, 2018; December 11, 2018; January 8, 2019; January 15, 2019; January 29, 2019; March 12, 2019; March 19, 2019; April 2, 2019; April 23, 2019; April 30, 2019; May 7, 2019; May 14, 2019; May 28, 2019; June 11, 2019; July 23, 2019; November 5, 2019; March 17, 2020; May 19, 2020; June 2, 2020; June 16, 2020; July 21, 2020; October 6, 2020; October 13, 2020; October 20, 2020; November 10, 2020; November 17, 2020; December 15, 2020; December 22, 2020; December 29, 2020
Special Session: December 4, 2020
Regular Meetings: November 18, 2020; December 16, 2020
Appeal Hearings: October 6 & 21, 2020 (Crook Flat Solar); October 6 & 21, 2020 (West Prineville Solar)
2. Approve Order 2021-01, Designation of Newspapers of Record
3. Approve Order 2021-02, Budget Appropriations
4. Approve Order 2021-03, Appropriation Transfers
5. Approve Order 2021-04, Appointment to Hahlen Special Road District
6. Approve Order 2021-05, Adopting a Policy for the Handling of Donations Made to the Veterans Service Office
- 6a. Approve Order 2021-06, Appointment to Crook County Planning Commission
7. Approve Eastern Oregon Association of Counties IGA
8. Approve Amendment 15 to IGA 159807, Financing of Public Health Services
9. Approve Amendment 16 to IGA 159807, Financing of Public Health Services
10. Approve Prineville Golf Club's Social Gaming License for 2021
11. Approve Second Extension to Contract with Quality Heating for HVAC Services at the Extension Office
12. Approve Amendment 8 to IGA 159162, Financing of Mental Health Services
13. Approve Amendment 9 to IGA 159162, Financing of Mental Health Services
14. Approve Amendment 3 to Lease Agreement with Taylor NW re Staging Area
15. Approve AIA Agreement with Pinnacle Architecture re County Justice
16. Approve Naming Rights Agreement, Crook County Fairgrounds

SCHEDULED APPEARANCES

17. Swearing in of Abigail Curtis as Patrol Deputy and Crystal Bonotto as Parole and Probation Deputy
Presenter: Sheriff (10 Minutes)
18. Crook County Foundation Annual Contribution Request Presenter: Brandi Ebner (10 Minutes via WebEx)
19. Partition Plat Map Dedicating a Right-of-Way for SE Davis Road Presenter: Greg Kelso, Surveyor (5 Minutes)
20. **10:00 a.m.** Historical Society/County Presentation on Exhibit Center
Presenters: Sandor Cohen; Jan Anderson; Adam Stephen; Casey Kaiser (60 Minutes)

DISCUSSION

21. Review of FY21/22 Budget Calendar Requester: Janet Pritiskutch (10 Minutes)
22. Discussion of COVID Relief Funds [tentative] Requester: Janet Pritiskutch & Eric Blaine (15 Minutes)
23. Discussion of Helibase CM/GC Post Evaluation Report Requester: Brian Barney (10 Minutes)



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EXECUTIVE SESSION

NONE SCHEDULED

**The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time. The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

NOTICE AND DISCLAIMER

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

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

CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRENTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMMISSIONS, MISUSE OR MISINTERPERTATION.

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

If you are interested in obtaining additional copies of any of the documents contained herein, they maybe obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website.

BE IT REMEMBERED THAT the Crook County Court met in a regularly scheduled Work Session on January 30, 2018 at 9:00 a.m. in the Legal Conference room located at 203 NE Court Street, Prineville, Oregon 97754. In attendance were: Judge Seth Crawford; Commissioner Jerry Brummer; Commissioner Brian Barney; Counsel Jeff Wilson; Assistant Counsel Eric Blaine and Court Secretary Colleen Ferguson; and Duane Garner, Crook County Parks and Recreation District (CCPRD).

Judge Crawford opened the weekly Work Session and invited Duane Garner, CCPRD, to discuss with the Court the project that the CCPRD Board is considering.

- The Board would like to annex additional properties into the district including those properties located up at the top of grade such as those in the industrial park, Facebook, Apple, Tarps and Liners and others that currently are not in the Parks and Rec District. The first Parks and Rec boundary was the old Fire District boundary. The Board wonders if the County would be interested in bring the County lands into the district to increase the tax receipts and show support for the district in annexation of other properties. There is a need to raise additional funding to keep operational all the facets of the Parks and Rec organization at this time. And now with the Pool Committee planning on putting the new pool on the ballots and CCPRD responsible for the upkeep, running, maintenance, there has to be additional funding. Last year, \$780,000 was brought in and additional money could be expected from taxes if current standing buildings were brought into the district. The Parks and Rec no longer charge out of District fees. Mr. Wilson discussed looking into what is required to annex the property, find out costs, legal descriptions and that maybe this is the time to inventory the County property.
- Mr. Garner discussed the operation of the Ochoco Lake Campground that the State deeded to Crook County and that Parks and Rec is providing the upkeep on the parks. They would like to pursue going through a process to see what can be done, permit and cost wise, to make some addition such as a hobbit village with cabins, tiny homes, sites with platforms that hikers and bicyclists would use with their tents, group camping areas with little cabins, and making the area a fun experience. Judge Crawford and Planning Director Ann Beier met with Mr. Garner earlier and will be talking further with him regarding this project.
- Mr. Garner said the Parks and Rec has been contacted by Jefferson County regarding working as a managing partner at Haystack Reservoir, and this comes with funding. He is interested in the maintenance and picking up of fees. This would be Crook County and BOR. He discussed a campground crew.
- Eric Blaine discussed replacement cost of a copier that had been WEBCO's old copier and which department would be responsible. His discussed the WEBCO surplus and asked if a portion of those funds could be used to pay for the replacement.
- Mr. Blaine discussed the update he would like to do on the Vector Control area of the Fairgrounds. This is a 25 year lease to Vector and this is year 20. He would like to talk about negotiating the lease that expires in 2023.
- Mr. Blaine presented information on the MERS litigation. He will be creating a letter on behalf of the Court.
- Mr. Blaine explained the email from Casey at the Fairgrounds regarding the summer concert contract for the entertainment during the fair.
- Mr. Wilson discussed the City going out to the Fairgrounds drilling holes for monitoring wells. They did not notify Casey Daly, Fairgrounds Manager. Casey also wants to make sure that the agreement with the City for free water is still in effect.
- Mr. Wilson will be drafting a temporary contract for Jerry Milstead to become a County employee. His fee is \$45.00 per hour but he agreed to a lower hourly wage without benefits.
- Mr. Wilson presented a list of matters that he is working on now.
 - Executive Session scheduled for February 7 meeting regarding the landfill

- IGA with COIC
- Treasurer Kathy Gray needs a letter regarding pending litigation.
- Best Care Treatment
- Parks and Recreation issues
- Sureline Broadband and tenant want to lease abandoned pole up on the rim.
- Invenergy agreement –responding to edited letter.
- PacifiCorp has requested easement across the property.
- At last Court meeting, an approval of the Hawes contract to sign outside of Court was not done. Mr. Blaine would like it reviewed today and approved.

Motion

Commissioner Barney moved to sign the previously approved Hawes Contract, approved January 17, 2018. Commissioner Brummer seconded the motion. Vote was 3-0, motion carried.

Commissioner Brummer spoke briefly regarding a road too close to the rim that has been moved to make the easement. The moved road has been cleared up with the Roadmaster.

There being no further discussion items, Judge Crawford adjourned the Work Session.

Respectfully submitted,

Colleen Ferguson

Colleen Ferguson
Crook County Court Secretary

BE IT REMEMBERED THAT the Crook County Court held a regularly scheduled Work Session on May 8, 2018 beginning at 9:00 a.m. in the Legal Conference room located at 203 NE Court Street, Prineville, Oregon 97754. In attendance were: County Judge Seth Crawford; County Commissioner Jerry Brummer; County Commissioner Brian Barney; County Counsel Jeff Wilson; Assistant County Counsel Eric Blaine and County Court Secretary Colleen Ferguson. Members of the public in attendance: Caroline Ervin, PEDCO; Kim Barber, HR. Cheryl Seely, County Clerk; Ruthie McKenzie, Parks and Recreation; deb Shaw, HR; Kathy Puckett, Finance; Ann Beier, Planning and Duane Garner, Director of Parks and Recreation.

Judge Crawford called the meeting to order.

Tyler Munis-Status Conference via Telephone, Jeff Wilson

A conference call regarding the implementation of Tyler Munis Technology software for Finance and HR was discussed with Scott of Tyler and Dave, the regional Director for Tyler Technology. The County has put the project on hold. The new dates are anticipated to be July 1, 2019 for completion and to go live with payroll on January 1, 2020. The need for a trainer would alleviate the problem, working toward one single person to work with the County.

Mr. Wilson will send a confirming letter that this project will stay suspended until January of 2019.

Veterans Resource Center & LCSNW, Shannon Dearth

Veterans Service Officer presented a proposal for a Veterans Resource Center to be located in the building owned by Lutheran Community Services Northwest. The space would allow for a VA Counselor one to two times per week, assistance with housing, a space to meet with Vets that would include a computer lab paid for with lottery funds. Mr. Dearth provided information regarding costs and partnering with LCSNW for counseling and crisis counseling. Mr. Dearth was asked to contact the building official for a walk through of the area prior to beginning the project. Sustainable income for rent, services and renovations was discussed. Mr. Dearth was advised to contact a building contractor after the walk through. There are many things to be discussed including what is actually included in the rent. Commissioner Barney offered to help Mr. Dearth go through the process.

Prineville insurance “IT Support”, Izaac Ross

Mr. Wilson received a memo from County IT Director Izaac Ross asking that this matter be rescheduled for the next work session.

Request to recruit Plans Examiner for Building Department (hiring authorization), Ann Beier

Planning Director Ann Beier presented a request from the Building Department. She provided information on a project regarding building codes. Building Official Randy Davis needs certification for structural inspection. Staff will be reviewing how funds are spent between electrical, building and other areas of Community Development. Inspector Andy Chesney has been reviewing plans lately; up to 50 plans per month. With this load, he cannot be out in the field helping with inspections. Ms. Beier would like approval to recruit for a Plans Examiner. Last year, there was a recruitment period, but there were no qualified applicants. There is also the issue of space and where the new person could be located to

continue this very detailed work. Judge Crawford said he appreciated them all working together and noted that the department will be losing one plumbing inspector to retirement.

Plaza Agreement, Judge Crawford by way of Eric Blaine

Mr. Blaine discussed the agreement between the City of Prineville and Crook County for the maintenance and repair of the Plaza between the City Hall and the County Annex. Discussion included information regarding a capped amount of \$50,000, and after discussion it was agreed that the City would contact the County if a project on the Plaza would exceed \$20,000, and the County to be included on any project on the Plaza exceeding \$10,000 prior to the project being completed. The Court agreed by consensus regarding quarterly payments.

Discussion held regarding insuring the County-owned Maverick statute in the Plaza and Mr. Blaine is waiting for a return call from Prineville Insurance for rates.

Continued to After Executive Session: Power Line Corridor, Jeff Wilson for Commissioner Barney

There being no additional agenda matters to address in Open Session, Judge Crawford closed the Open Work Session and convened the Court into Executive Session under and ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regarding to current litigation or litigation likely to be filed.

EXECUTIVE SESSION:

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

Discussion regarding Mt. Ridge Estates and the two plated phases of a four-phase development and the developer repeatedly wanting improvement bonds released.

Judge Crawford adjourned the Court out of Executive Session and convened the Court into Open Work Session, inviting members of the public into the meeting room.

OPEN SESSION

Power Line Corridor, Jeff Wilson for Commissioner Barney

This matter had been scheduled for an earlier presentation but was postponed until after the Executive Session to accommodate the schedules of City of Prineville Manager Steve Forrester and City Planner Eric Klann who are now in attendance.

Discussion today regarding Cypress Creek/Ochoco Solar project, the decision to go forward in building with the RRED zone program or the PILT (pilot) project. Jason Carr is working as community outreach and working with Economic Development, and Harry is the attorney. Oregon is a good state for power and solar projects. The Ochoco Project was proposed in late 2018 with power lines over to the Apple project and both City and County involved. This project would serve 4300 homes, costs \$30 million to build and requires 180 acres. The solar panels have a 25-year warranty, and contracts are generally for 20 to 25 years with an option to expand. Discussion was held on taxing, maintenance, 25 to 40 years for tax revenue for County receipts, and the DOR two methods of valuing the project: cost or revenue. The

forecast of revenue was discussed, the impact fee for the fire district, maintenance required and performed a bilateral contract and the language of the contract, land use permit, road details, and bonding.

Judge Crawford advised Jason and Harry that the Court would meet in Executive Session and then contact them with any decisions.

Corridors and Transmission Lines

County Planner Ann Beier presented handouts about the transmission lines and corridors PacifiCorp is requesting and proposing. This involves County owned property as well as private ownership. The goal is to find the most practical locations for the transmission corridor lines, and keeping the land aesthetically pleasing and uphold the value of County property while making sure we have enough power. Steve Forrester advised the Court that a 3rd party has the expertise in this. The City has been working with a consultant, Doug Frazier.

There are three different utilities and a co-op. The goal again is to coordinate with all entities and coordinate to bring the most power into the community. Discussion included overall power, transmission constraints, generation opportunity, impacts, demand and supply, and solar's ability to handle all of this. The City and County must be prepared to accommodate for power and generation opportunities. An RFP or Personal Service Contract was discussed, regulations and de-regulations, the difficulty in deploying power to a company, and Mr. Carr participating in the process the path for power. Additional discussion included the question of Apple purchasing its own power, the point of access and infrastructure and purchase and delivery of power.

Further discussion was held on delivery of services, scope of services for the consultant position, and the use of a direct professional services contract.

Judge Crawford adjourned this open portion of the meeting and convened the Court into Executive Session under ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regarding to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

ORS 192.660(2)(h) ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regarding to current litigation or litigation likely to be filed.

Crook County Parks and Recreation District

Discussion regarding enlarging the District, the fundamental issue being the boundaries and those boundaries not allowing for Crook County Parks and Recreation District to bring in funding create a stable revenue for operation of the district. This discussion and idea of change has come from the need for more revenue to build and operate a new swimming pool facility for the Crook County residents, and to provide upgrades and improvements to other areas of the District.

Former employee offering to assist a department

A former employee has offered her expertise to assist a member of a County department that needs assistance during the County Budget period.

Timeline for hiring

Discussion on a trainer to come in and assist with Tyler Munis Software set up and operation.

Discussion regarding the termination of an employee that is still in the 6-month probation period.

Discussion regarding the announcement for recruitment of a CFO for the County Finance office and the salary range.

Discussion with PEDCO Director Caroline Ervin regarding a program for a new project coming to Crook County and if there is a timeline to decide on what method of taxing to be used.

Following discussion on all the matters in Executive Session before the Court today, Judge Crawford adjourned the Court out of Executive Session and convened the Court into Open Work Session, inviting members of the public into the meeting room.

OPEN:**Motion:**

Commissioner Brummer moved to direct staff to contact Cypress Creek Renewable Energy to convey the message as discussed in Executive Session. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

Motion:

Commissioner Brummer moved to instruct staff to contact E. Eakins to express the concerns of the joint election. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

Motion:

Commissioner Brummer moved to instruct staff to contact Galena and Dan Vaughan regarding completion of Phase II infrastructure of the development as discussed in Executive Session. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

There being no additional matters before the County Court in the Work Session today, Judge Crawford adjourned the meeting. The next Work Session will be held on Tuesday of next week, 9:00 a.m.

Respectfully submitted,

Colleen Ferguson

Colleen Ferguson, Crook County Court Secretary

Be it remembered that the Crook County Court held a Work Session on May 15, 2018 at 9:00 a.m. in the Legal conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were: County Judge Seth Crawford; County Commissioner Jerry Brummer; County Commissioner Brian Barney ; Legal Counsel Jeff Wilson; Assistant County Counsel Eric Blaine; Jennifer Orozco, County Administration; Muriel De LaVergne-Brown, Public Health Director; Building Official Randy Davis; Planning Director Ann Beier, and GIS Director Levi Roberts.

Judge Crawford opened the Work Session at 9:00 a.m.

Discussion held regarding budget figures and departmental budget concerns.

Childcare during parenting classes/ Muriel DeLaVergne Brown

Discussion regarding funding for childcare and supplies for and during classes and funding sources during parenting classes.

Discussion regarding Opioid issues and needle exchange funding and process.

Participants: Court members, Legal Counsels and Ms. DeLaVergne-Brown

Building Inspectors taking County vehicles home after work/ Randy Davis

Discussion regarding more efficient operations involved vehicle use in the Building Department and the need for a policy for use of vehicles.

Participants: Court Members, Legal Counsel and Randy Davis.

Needle Exchange Funding/ Muriel De LaVergne-Brown

Addressed earlier in meeting.

DLCD Grant Funds, Housing and Economic Development/ Ann Beier

Discussion regarding unused County property located near Landfill that could be used for impounding vehicles, ingress and egress issues, and location of landfill cells in the area, addressing the environmental plan and how to abide by all State regulations. Key issues will be DEQ, fencing, cell liners, gravel, etc.

Discussion regarding housing in urban areas, looking into applications and apply for a grant to study single wide mobile homes. Submit letter of interest, and work on master planning grant for commercial and industrial planning. Discussion of financing of 2nd access and egress in the Juniper Canyon area and the moratorium of developments for safety and the need for a solution.

Participants: Court members, Legal Counsels, County Planner Ann Beier.

License Agreement for PacifiCorp to do core samples/ Ann Beier

Discussion regarding PacifiCorp performing 4 test holes for the potential proposal for a substation and powerlines, and consideration of the application for add on at the Ponderosa substation site.

Participants: Court members, Legal Counsels, County Planner Ann Beier.

GIS Proposed fee changes/ Levi Roberts

Discussion regarding GID fee, OID charges, scanning costs, charges to departments for GIS services, review of the current fees and submission of mark ups, and submitting to Court for approval. Discussion

regarding IT and GIS services for CCP&R and OID, which generates revenue for the County without undercutting other businesses.

Participants: Court members, Legal Counsels and GIS Director Levi Roberts.

Additions:

Discussion regarding budget issues, rolling out the budgets by departments, cell phone needs to wait until after budget cycle; phone and computer needed in the law library for legal research.

County Counsel additional items.

Discussion regarding contracting with Mike Mohan to assist with the finance clean up for budget.

Contract presented for signature.

MOTION:

Motion by Commissioner Barney to sign the agreement with Mike Mohan; second by Commissioner Brummer. Vote was 3-0, motion carried.

Discussion regarding Anderson Perry as on-call engineer service and approval of award of contract.

MOTION:

Motion by Commissioner Brummer to sign the agreement with Anderson Perry; second by Commissioner Barney. Vote was 3-0, motion carried.

Addition

Discussion regarding number of wolves in the area increasing and the need to have a Wolf Committee reinstated. Commissioner Brummer will take over the contact for Cattleman Association, Stockgrowers Association, and Sheriff's Office. Discussion regarding bone pile removals as best practices.

Addition

Exempt employees order, remove from agenda, order revokes prior order for non-union vs union.

Participants: Court, Legal Counsels, Roadmaster Bob O'Neal.

Addition

Discussion regarding County as cooperating agency meeting with BLM at which BLM shared information with the County. Discussion of primary representative for the County at the meeting, suggestion of Tim Deboodt serving as that representative. Discussion of writing a letter regarding a permitted home built on BLM as a possible fix of the situation. Letter to be signed by entire Court.

Addition

Commissioner Barney provided information regarding Airport documents that will be needing signatures.

Following discussions on agenda and additional items, Judge Crawford adjourned the meeting.

Respectfully submitted,

Colleen Ferguson, Crook County Court Secretary

Written from notes taken by Jennifer Orozco, thank you

BE IT REMEMBERED THAT the Crook County Court met in a regularly scheduled Work Session on July 3, 2018 at 9:00 a.m. in the Legal Conference room located at 203 NE Court Street, Prineville, OR 97754. In attendance were: Judge Seth Crawford; Commissioner Jerry Brummer; Counsel Jeff Wilson; Assistant Counsel Eric Blaine and Court Secretary Colleen Ferguson. Commissioner Barney was absent. Also, in attendance were Duane Garner, Director, Parks and Rec; Deb Shaw, HR; Kim Barber, HR; Betty Roppe, City of Prineville Mayor; Ann Beier, County Director; Cheryl Seely, County Clerk; and Tom Case.

ADDITION:

Oregon Energy Facility Siting Council, Betty Roppe

City of Prineville Mayor Betty Roppe presented information on the Oregon Energy Facility Siting Council. The Council appoints a Rule Making Advisory Committee and would like someone to serve on the committee from Crook County. She explained the makeup of the Council and the committee. The Rule Making Advisory Committee will be made up of 25 people including eight non-profit representatives and local state and governmental appointees. The Court advised Ms. Roppe that Planning Director Ann Beier has been approached by several solar companies and she has done a good job of protecting our County's interest. The County has a very strong outcome and wants to protect their rights on storage. Ms. Roppe will call to voice her opinion of appointing Ms. Beier with an alternate of Commissioner Jerry Brummer. Both would represent Crook County well. Commissioner Brummer would like to see meetings held in Prineville or Redmond.

Crook County Parks and Recreation District (CCPRD) Annex of Properties, Jeff Wilson

Mr. Wilson presented information on the proposed annexation of County properties into the Parks and Recreation District. A map was presented with the lots highlighted that the County may want to keep. Discussion was held regarding properties near the airport and not isolated parcels. Discussion was held regarding SDC fees and an agreement for CCPRD to work with GIS on the flagging of properties involved that will clarify the issues for Planning. Discussion held on a document in writing describing the City and County responsibility of paying Parks and Rec fees. Mr. Garner explained plans for a document on Parks and Rec letterhead that would explain the fees and how they are used. Mr. Wilson will help with the agreement. Discussion was held on using GIS time and other's time efficiently considering it is not known if the District will dissolve. Discussion was held regarding a dissolution, an annexation, and this being a very important clarification. If dissolution does occur, the District can only reestablish with County approval. Additional discussion was held regarding the process of clarification of fees and the inconsistent information.

Request for authorization to apply for City land use approval—Cypress Creek

Ann Beier, Planning Director, discussed a proposed solar project with Cypress Creek and its application for switching a unit next to Baldwin Road. Cypress Creek would seek approval through a land use application and would need an easement. The easement would be for a to and through easement on the right of way piece for water and sewer. Discussion was held regarding Stephen Anderson signing a consulting agreement for the power line projects. At this time, the

Legal Counsel pointed out information that would have to be discussed in an executive session regarding these projects.

Order 2018-66, Establishing HR Department, Jeff Wilson

Mr. Wilson presented Order 2018-66, establishing Human Resources as a separate department with a departmental transfer of funds and making Kim Barber the Department Head.

Motion:

Commissioner Brummer moved to establish a standalone Human Resources department and transfer operational funds. Judge Crawford seconded the motion. The vote was 2-0, motion carried.

Repeal Crook County Code (CCC) 2.20-010 regarding County accountant

Mr. Blaine presented information regarding the County Code that combines the Treasurer and Finance Office and appointed the Treasurer as the County Fiscal Officer. He presented information regarding the combined Finance budget with the Treasurer and recommended taking this out of the County Code.

Tom Case questions

Mr. Case asked questions about the different County lots being added to the Parks and Recreation district. Explanation was provided that the lots are outside of the district, and there is talk regarding annexing outside County lots that may be sold in the future into the Parks and Recreation District. When and if sold, the District would receive income from the lots. Mr. Case asked about the cost negotiation of the easements for transmission lines. Commissioner Brummer advised him that the water and sewer were in place in these easements and the transmission lines would be added.

Discussion regarding the value of the easement property will be held in a future executive session.

Judge Crawford adjourned the meeting at 9:55 a.m.

Respectfully submitted,

Colleen Ferguson

Colleen Ferguson

Crook County Court Secretary

BE IT REMEMBERED THAT the Crook County Court met in a regularly scheduled Work Session on July 10, 2018 at 9:00 a.m. in the Admin Conference room located at 203 NE Court Street, Prineville, Oregon 97754. In attendance were: Judge Seth Crawford; County Commissioner Jerry Brummer; Commissioner Brian Barney; Counsel Jeff Wilson; Assistant Counsel Eric Blaine; Court Secretary Colleen Ferguson; Ann Beier, Planning Director; Kim Barber, HR; Tim Deboodt, Natural Resources; Bob O'Neal, Roadmaster; Fred Krun, Parametrix, Cheryl Seely, Clerk; Tom Base, member of the public and Phil Burk.

Houston Lake Road Vacation

The Court discussed with Phil Burk and Fred Krun the issue of the Huston Lake Road Vacation, the Old Houston Lake Road, the Grundy property, PacifiCorp and Vitesse involvement and the vacation of Huston Lake Road by the City. The County is involved only in Old Huston Lake Road. Mr. Grundy has a 60-foot access from Tom McCall road. The easement should be 80 feet, and this is all within City of Prineville's jurisdiction. Commissioner Brummer discussed the safety issues and need for two ways in. Discussion held regarding the County standards for accesses from Tom McCall road, the City's process for vacating a road being different from the County process with no notice required to adjoining property unless it effects the property value, and the beliefs that the vacation impacted Grundy's property negatively by vacation of Social Loop. There was additional discussion of the formal access interest easements provide with unencumbered access, and the need for notarized signatures on the documents per statute. The County has legal description of the Old Huston Lake Road and will not need consent from Grundy to vacate the Old Huston Lake Road.

Natural Resources Committee application form

The Court and legal staff discussed with Tim Deboodt the recommendations for the committee application for the newly formed Natural Resources Committee. The plan is focused on a group of 9 residents, registered voters. All references will be to the Crook County Order or Ordinance. Bylaws of the committee, qualifications, expertise of agency personnel to advise and not become decision makers, and representation of various viewpoints will be included in the criteria. The committee will have a 4-year term, initially staggered and a process will be in place for reappointment of hiring process. This will be a voluntary structured committee with voting procedures of an action group. Mr. Deboodt will move the committee recommendations forward. There will be regularly scheduled public meetings and will use the most current Roberts Rules of Orders. There will be minutes taken of all minutes and vote will be recorded in written action minutes. Subcommittees were addressed. The quorum will be the majority of the committee members. Mr. Deboodt has been using the Modoc Bylaws as a reference, and there are 14 sections in those bylaws. Mr. Deboodt will send a draft to the Court and then begin the process of getting the applications out. Discussion was held regarding an Ad hoc committee that would be nonvoting and consist of members at large.

The application will ask for background as it relates to Natural Resource interests, community involvement and will bring in more diversity and background to the committee as well as the reason they would like to be involved. The applications will be available by email or hard copy, and completed applications will go to Mr. Deboodt, who is now in his 31st year in his office at the Extension Building. The space is available, the County owns the building and people know where it is located. He will need a working phone number, an e-mail, limited access, and possibly a cell phone or using his own cell phone for a \$25.00 monthly reimbursement. Mr. Deboodt is actively seeking out individuals with expertise and background in the natural resource field, and he will make sure that everyone interested in serving on the committee fills out an application. A fillable application will be available on the County website.

Commissioner Brummer would like a well-rounded diverse group of people from the Chamber, City, hunters, Stockgrowers, PAC, the Collaborative, ATV's, snowmobilers and cross country skiers as well as the agencies, Forest Service, BLM, OCF&W and other interested individuals.

Pavement Conditions/Bob O'Neal

County Roadmaster Bob O'Neal presented information on the pavement condition of roads maintained by the County. He presented scheduled road maintenance and costs of maintenance, and gave an overview of the book of information giving Crook County an 83% rating, and of roads that are going to need attention soon. Mr. O'Neal reported that the cost is \$3.5 million per year to maintain with pavement. At the current time, the Road department has about \$1.5 million available. Three million three hundred thousand dollars will continue paved roads at the 83-84 %. If not, the roads would go down to 75-76 %, but nothing would go down to 62%. Mr. O'Neal reported on ways to finance the maintenance, the planned repair by sections, and the need to start receiving SRS funding again. The county is going to have to do maintenance for roads, guard rails, bridges and signs, and come up with the funding to take care of all this maintenance. Mr. O'Neal explained the 5-year plan to cover the costs and keeping everything operational until repaired. He described the process and the need for making sure the roads stay in as good of condition as now.

Fairgrounds Shared Employee

Kim Barber, County HR presented the need for a part time employee at the Fairgrounds. Discussion was held regarding having an employee working part time at two different departments.

Plaza Agreement with the City of Prineville

The Court and Legal discussed the Plaza Agreement between the City of Prineville (COP) and Crook County. The City would like to maintain \$50,000 in the Plaza account but for future capital improvements, the County would pay half. Discussion was held regarding the need for communication, notification and the costs of capital improvements with notification to the County prior to the improvement.

Airport Agreement

COP and Crook County have an agreement regarding Airport operations. Discussion was held regarding the proposed Helipad, the need for meeting that would include announcements of the COP decisions that are being made without County input. County Counsel Jeff Wilson would like to have a meeting on the financing of the project and bonds. The County Court is meeting to put financing in place with 90% of the plan completed and follow up with an RFP. Mr. Wilson said the County has received no information on the Heliport. The County has taken responsibility for costs and the lease but are not being informed and this is serious.

Road Vacation Question:

Tom Case asked questions about the road vacations discussed earlier in the meeting. He discussed the property owner's problem, removing the property from the owners and deeding half the road back. Discussion was held regarding the value of the property and the City's plan of purchasing the property.

At this time, Judge Crawford adjourned the meeting out of Open Work Session and into Executive Session under ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

The Court discussed with legal easement costs regarding a solar company's proposed project and there being no issuance of a land use application until the easement issues of length, width, placement and value have been determined.

Following the discussion, Judge Crawford adjourned the Court out of Executive Work Session and into Open Work Session.

OPEN WORK SESSION

There was no decision made and no action required regarding the Executive Session.

Respectfully submitted,

Colleen Ferguson

Colleen Ferguson, Crook County Court Secretary

Crook County Court
Work Session
August 28, 2018

The Crook County Court met in a Work Session on August 28, 2018 at 9:00 a.m. in the Admin Conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were: Crook County Court members and Staff; County Legal Counsels and staff; Department Heads and members of the public.

Judge Crawford opened the meeting.

Communication Training Proposal with Training Representative

Kim Barber presented information regarding communication training for department heads and employees. This is a two-hour session and the people that are facilitating the training are professionals. These trainings will be held as group exercises and will create better relationships, and less litigation and turnover. Discussion was held regarding difficult conversations.

IGA with Fire Department

Levi Roberts, GIS Manager, discussed the prior approval of reserve funds of \$10,00, not administration reserve. The project should be starting by early winter.

Addition:

“Lazy Rockin Stirrup”

Assistant County Counsel Eric Blaine provided information regarding the revised application for the event with the references to missing documents removed. Discussion held regarding the notice of public hearing for the event and the timelines involved. Questions regarding security were discussed, the volunteers and possibility of the National Guard assisting. Discussion regarding the requirements, permits and future hearings.

Judge Crawford adjourned the Court out of the Open portion of the Work Session and into Executive Session under ORS 192.660 (2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION:

ORS 192.660 (2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

Discussion regarding Landfill property and the power lines and substations proposed for the area, and the amount of airspace of the Landfill.

ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Two discussions involved in this discussion. No. 1 regarding comp time versus overtime, advantages and disadvantages, and No.2 domestic partnership insurance, legal status, and review of the handbook.

Crook County Court
Work Session
August 28, 2018

ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Planning Director met with Court to discuss the legal construction of a log cabin.

Following the discussion, Judge Crawford adjourned the Court out of Executive Session and into Open Work Session, inviting members of the public into the meeting room.

Addition:

HR—Proposed new County Position

Discussion regarding a representative from the County, a new position, that would be in charge of maintenance and someone that in authority to make decisions on the equipment and technology involved with the Airport Helibase project and the County Jail. The position will need to have a title and job description. The current maintenance director has been asked about serving in the position, and at this time is not interested, but may choose to apply after the job description has been completed. This is another position that has to be funded, and with the growth of the County will need to be able to deal with diversification for new buildings, old Courthouse and Museum, and skill sets that allow for moving forward with the projects. Discussion held regarding other skill sets that will be required for the new position.

There was nothing to finalize with a motion from the Executive Session discussions. HR Director Kim Barber will be meeting individually with Court members on the HR matters that were discussed earlier.

11:30 a.m.

Judge Crawford adjourned the Work Session.

Respectfully submitted,

Colleen Ferguson, Crook County Court Secretary.

Crook County Court Work Session
September 25, 2018

The Crook County Court held a Work Session on September 25, 2018 in the Admin Conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were: Crook County Court and staff; County Legal Counsel and staff; department heads and members of the public.

Deschutes Basin Water Summit

Planning Director and Commissioner Barney discussed the upcoming Deschutes Basin Water Summit and the need to have a representative at the event. Judge Crawford has heard that the tribes are pushing back on several pieces of legislation. Commissioner Barney will look into the agenda for summit. He has partnered with the Basin previously.

Connect Americans Now. **Connect Americans Now is a coalition forming to eliminate the digital divide.** Discussion held on a letter to Congressman Walden regarding Website Connect Americans. This organization works with the Federal Government for internet through antennas and is opening up for white space with high speed internet access.

MOTION:

Commissioner Barney moved to send a letter supporting Connect Americans Now to Congressman Walden. Commissioner Brummer seconded. Vote was 3-0, motion carried.

CEC Request for Road Standard Variance

Central Electric Cooperative is requesting two access points requiring a road variance. Standards require 775 feet between accesses. This request has only 300 feet between but would be for emergency only for maintenance on a substation, and the downside of setting a precedence if approved. Discussion was held regarding the variance for a few trips a month and having it locked and used for emergency use only. Discussion on documentation, justification, memorializing it in writing, and obtaining findings. Mr. O'Neal and Planning Director Ann Beier will meet to create a form for Legal Counsel's signature.

Johnson Creek Road Re-Grade

Discussion involving cost estimates for the regrading of Johnson Creek Road and the steep blind hill creating a dangerous situation. Area of is North of Commissioner Barney's driveways and there have been numerous accidents and injuries from the blind area. There is also a school bus stop in the same area. No engineering is involved, it is a bad intersection and needs to be made better. Discussion was held regarding other rural dirt road. The clear vision on this road needs to be improved up to 1500 feet from 300 feet. Discussion was held on the proposed improvements. This project does not require the Court's approval. It is for the Road Department to approve. Estimate is \$50,000- and three-weeks work. The Roadmaster can approve the project as he has approval of up to \$125,000.

County Hiring Process -- Hire dates / Review Process

HR Director, Court members and Legal discussed the hiring processes of the County. Ms. Barber will be redoing authorization for actual hiring forms and adding the liaison signature and DFO to verify funding from the Departments budget. All members of the Court and or HR will be part of the hiring process. The Court also has the veto power and also the timing of the position. Discussion was held regarding a more uniform process, and the responsibility of the department head to make sure the funding is available from the budget. Discussion held on performance reviews, step increases, based on merit or actual performance and make this a unified process. Interview scoring, original hire date used as review date. Promotions were discussed along with the 6-month review. The practice of not being consistent must be adhered to. No terminations will be done without contacting CIS prior. Judge Crawford directed HR to put together a game plan and bring the issues back to Court.

Request for Letters of Support – Crooked River Watershed Council grant requests to Oregon Watershed Enhancement Board

Ms. Beier presented a request to sign the drafted letter of support for the Crook River Watershed Council to include with three grant requests. Information provided on the grants and the number of private property owners involved in the projects.

MOTION:

Commissioner Barney moved to sign the letter of support to be included in the grant application to the Oregon Watershed Enhancement Board. Commissioner Brummer seconded. Vote was 3-0, motion carried.

Amendment to DLR’s Prof Services Contract – Letter to Coppentrath

Commissioner Barney presented the letter and amendment to DLR regarding changes of walls in the visitation and reception area of the new jail project. Discussion held on cost and the budgeted area the funding would come from.

MOTION:

Commissioner Barney moved to accept the amendment to the Professional Services Contract agreement with DLR. Commissioner Brummer seconded. Vote was 3-0, motion carried.

Commissioner Barney presented information regarding the City and County Connect Oregon funds and bonds. The County needs a professional Services Agreement with Precision Approach for the County funds to pay the bills for Steele Architects and Anderson Perry.

MOTION:

Commissioner Barney moved to direct Counsel to prepare a Professional Service Agreement and to authorize signature outside of Court for Precision Approach. Discussion: County Counsel advised the Court that this has already be sent out for review. The motion was seconded by Commissioner Brummer. Vote was 3-0, motion carried.

Recommendation for Extension Office heat system

Assistant County Counsel presented price quotes from Quality Heating and Ponderosa for repair of the heating system in the Extension building. Kim Herber, Extension Director, recommends moving forward. Both firms responded swiftly.

MOTION: Commissioner Barney moved, and Commissioner Brummer seconded to award the heating contract to Quality Heating for repairs in the Extension building with the costs not to exceed \$21, 690. Vote was 3-0, motion carried.

Miscellaneous Discussions with Department Heads

Judge Crawford advised the Court that IT Director Izaac Ross presented information regarding needed improvements to the County web site, licensing servers, certifications and Project Manager for IT projects.

Judge Crawford presented information on the need for new technology for the scales at the Landfill. The current scales are archaic. Information provided on a \$6,000 rebate from DEQ for being a depressed county that could be used. He also reported that the new cash counting system was working out much better.

Judge Crawford discussed closing the year end by September, and meeting with the department heads the 2nd week in October to discussed Department Head Facebook pages.

CFO Jeff Caldwell reported the receipt of two \$100.00 counterfeit bills.

Discussion was held on Fiber, the cost and saving if in our own network.

Announcement that the Landfill that 50,000 cubic yards of cover for the landfill is coming from Facebook and they may also receive rock dust for free.

Roadmaster Bob O'Neal reported on the gas tank, pump and reader, the reports coming from Chevron and explained the operations of different vendors that do the gas pumps.

McCaffery Road. New information. Cheryl Seely has talked to Jeff Wilson and there is no order, the road is not county maintained. Alfalfa road is being resurfaced. Mr. Blaine discussed Brasada ranch, and the memorial highway.

Mr. Blain presented information on looking into back pay on the 401K for the Road Department. Negotiations discussions now. Want to make sure this is up to the current retirement and wants to make sure this is done retro to all Road Department employees.

Position title, Road Department. A salary study has been done for Tiffany, and her title should be changed to Office Manager instead of Transportation Office Manager. Ms. Barber will take care of that.

Roadmaster reported irrigation water on the road. This is an issue in the summer but larger in the fall. The water district will not be liable. Mr. O'Neal will talk with the Sheriff. The Road department is not responsible either. The landowner holds the responsibility. Discussion was held regarding pushback from OID and COID and sending a letter to the landowner.

Commissioner Brummer reported on the Snake River RAC. There are 23 members, all different backgrounds and everyone is represented. If the RAC votes unanimously, BLM has a really difficult time to change. They will meet in February 2019 in Prineville.

At this time Judge Crawford adjourned the meeting out of Open Work Session and into Executive Session under ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

EXECUTIVE SESSION:

ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

Discussion regarding County owned property being relisted in a zoned industrial area, and a leased area on part of the property that could be a problem. Discussion held on the need for mapping of the area and further research regarding access to the property.

ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Discussion held regarding on call policy, and compensation for on call and after-hours work that has not previously been compensated and now has over 100 hours to be compensated but not allowed out of the grant for this position. Schedules, changes in the laws, job description, response time, and costs incurred were discussed. More research will be done on employment law.

ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Assisting with research for people working to develop a case against the County was discussed.

ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

HR presented information on County position of Treasurer that was to be a monthly stipend for her position instead of hourly. Position is exempt. Discussion of stipend amount vs monthly amount.

Following discussion in Executive Session, Judge Crawford adjourned the Court out of Executive Session and into Open Work Session, inviting members of the public into the meeting room.

Motion:

Commissioner Brummer moved to direct staff to update the Treasurer job description as discussed in Executive Session. Seconded by Commissioner Barney. Vote was 3-0, motion carried.

HR Director briefly discussed a grant writer position.

11:30 a.m.

Judge Crawford adjourned the Work Session.

Respectfully submitted,

Colleen Ferguson
Crook County Court Secretary

Crook County Court
Work Session
October 2, 2018

The Crook County Court held a Work Session on October 2, 2018 at 9:00 a.m. in the Admin Conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were: County Court members and staff; County Legal staff; several department heads, and members of the public.

Judge Crawford opened the Work Session at 9:00 a.m.

Informal Price Quote Method—for Landfill roll-off truck system

Assistant County Counsel presented information on the price quote for the Landfill roll-off truck system, the procedure for used for the quotes, the T800 roll off chassis list price and sell price, the RFP criteria, and the process of going for no other competitive pricing if the NJPA Criteria is met. Price for T800 roll off Kenworth Chassis in Pape Inventory, List price \$240,061.00, sell price for Chassis \$126,512. Three informal quotes for additional equipment were obtained, \$47,000 to \$57,000 and recommendation of Landfill Manager Jeff Merwin to award to AA Welding.

MOTION: Commissioner Barney moved to authorize the purchase of the Kenworth roll off chassis under NJPA pricing at \$126,512.00 plus freight. Commissioner Brummer seconded. Discussion held regarding the chassis warranty, the Kenworth system as the only one to be serviced in Central Oregon, the frame warranty after the add-on of the roll-off, and the freight costs of \$2,200 to ship from Vancouver. The freight company will be the cost delivered to the welding business. Vote was 3-0, motion carried.

MOTION:

Commissioner Brummer moved to award the contract for the roll-off system to AA Welding as best value to the County and authorize signature outside of Court. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

Airport Project Budget

County CFO Jeff Caldwell presented information on the Airport project budget and working with the City of Prineville for payment and contracts, and information on the Helibase bond proceeds expected October 15th. Airport Manager Kelly Coffelt presented information on the fuel system costs, grants and funding and reimbursements, and City of Prineville's responsibility for getting the reimbursement from Connect Oregon. Discussion was held regarding the costs and payments process for grants and funding of the contracted Airport approach and the supplemental budget involved. The accounting system was discussed, the collection of lease payments from the Forest Service, the payment of debt and any other maintenance systems, and meetings to get a handle on the entire project of approximately \$10 million. Crook County will be updated on a weekly basis with spreadsheets.

Fiscal Year 2017-18 unaudited actuals

Mr. Caldwell discuss the closing of the FY2017-2018 County books last Thursday and now reconciling the books with the bank. Unaudited actuals will be will audited the first week of December. Information

was provided and discussion was held regarding budget figures, expenditures and the unexpected Federal PILT money that was not budgeted. Mr. Caldwell discussed the Road funds, Title III funds, Reserve funds, Landfill funds, the individual meetings with the department heads, and the updating of the data information and reports.

Juvenile Department Use of vacation prior to comp time

Mr. Blaine and Juvenile Director Debra Patterson presented information regarding the use of vacation time and comp time for the Juvenile department and the shelf life of the comp time. The department staff shares on-call time, and this department earns comp time. Discussion was held regarding the timeframe for use of the comp time, the timeframe for use of vacation time, and the payout timeframe for the two. Ms. Patterson discussed a grace period, possible changes to the handbook, and options to make sure the staff is not losing their earned time. Discussion was held on how different each department's issues are, and with only a few departments earning comp time, leaving it up to the individual departments. Mr. Blaine will draft an order for approval, and the order will be provided to the Court at tomorrow's Court Session.

IT—Item #1: Password Policies #2 Hiring Needs #3 Finding funding (Jeremy Thamert) due to PrineTime's upcoming termination of contracts

Izaak Ross, IT Director, discussed a group policy regarding passwords, and requested moving away from the current policy. He discussed the different umbrellas and drivers in place for the DA's Office and the Health Department, and the need to move away from those umbrella programs to lessen the threat of hackers. Mr. Ross presented information regarding older servers, updating the county's base, becoming more secure, ransom ware costs versus change, and funds to cover updating servers and software. Discussion held on costs for 180 users, software and higher security protection needs, new software with increased security, and the need to be aware that there are perpetual challenges to the security of computer systems. Discussion was held regarding the preventative maintenance for the equipment and the possible future need for an additional employee.

Discussion regarding the fiber issues, antennas, the different computer, fiber and maintenance issues at the County offices located in separate and distanced buildings of the County, and working with Jeremy Thamert to obtain the additional funding required for the upgrades and changes, going through private companies, and the timeline for completion along with a business plan of costs, cash, and financing prior to moving forward.

MH34-Loan of Vehicle to Lutheran

County Counsel Jeff Wilson presented information regarding loan of a vehicle to Lutheran Community Services Northwest, possibly a Suburban from the motor pool and the agreement for use of the vehicle. Information was provided on the cost and option of selling them the vehicle. Discussion was held on different funds that could be used for the purchase of the vehicle.

Job Description Review

Mr. Wilson and HR Director Kim Barber discussed the recent updating of Legal Office staff member Regina Paul's job description, and the compensation grade and step to be more in line with the DA Office staff. Current is 129-1, recommend 124-3 to 8, with no supervision requirement. A \$5.00 per

hour raise. Mr. Wilson advised the Court that Regi is a huge asset, handling all insurance, contract and files. She works independently and works well with people. He feels Ms. Paul is a good representative of the office. Discussion was held regarding budget. Ms. Barber will make up the PA and provide the justification.

After addressing all the items on the open portion of the agenda, Judge Crawford adjourned the Court into Executive Session under ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

The Executive Session addressed the Landfill property, its many uses, the current stockpiling of rock, property boundaries, mapping, options that could bring in additional income and air space.

Following the Landfill discussion, Judge Crawford adjourned the meeting out of Executive Session and into Open Session, inviting members of the public into the meeting room.

Commissioner Brummer left the session to attend another meeting.

OPEN SESSION

MOTION:

Commissioner Barney moved to advise staff to draft a contract with Todd Taylor as discussed in Executive Session. Motion seconded by Judge Crawford. Vote was 2-0, motion carried.

MOTION:

Commissioner Barney moved to instruct Jeff Merwin to discuss with Deschutes County the matter as discussed in Executive Session. Motion seconded by Judge Crawford. Vote was 2-0, motion carried.

There being no further matters scheduled before the County, Judge Crawford adjourned the Work Session.

Respectfully submitted,

Colleen Ferguson
Crook County Court Secretary

Crook County Court
Work Session
October 16, 2018

The Crook County Court held a Work Session on October 16, 2018 at 9:00a.m. in the Administration Conference room located at 203 NE Court Street Prineville Oregon. In attendance were County Court Commissioners and staff; Legal Counsel; Planning Director; County Clerk and Landfill Manager. Judge Crawford was unavailable.

Anniversary Date Reviews (REMOVED)

PacifiCorp Transmission line update—Baldwin-Friend Substation

Planning Director Ann Beier presented a PacifiCorp Transmission Line update regarding the lines between the Baldwin and Friend substations, both within City of Prineville limits, and that may or may not cross County property and asked for any comments of the Court. Commissioner Barney presented information on the 4-year temporary easement that is now ready for a permanent line and the need to remove the temporary granted easement and draft an agreement for a permanent easement. He would like PacifiCorp to be part of a transmission line corridor and then pay the County. Legal Counsel explained that the temporary license, not easement, that crossed tax Lots 300 and 100, terminated on July 1, 2018. Discussion of the route of the lines was discussed, the negotiation needed for a license to enter and for a permanent line, and the substation sites that will be located on County grounds. The location of the sites was discussed, the plans that will include the set back from the rimrock, and the placement that will not impact the landfill property. Information was provided on the neighbor's concerns, the Industrial Code, the amount of property needed for easements, substations and staging for the projects, and the possible need for wider easements than originally discussed

COIC Michelle Rhoads—Vehicle Transfer

Michelle Rhoads, Central Oregon Intergovernmental Council (COIC) discussed with the Court the connecting transportation bus purchased with \$85,000 pass through Special Transportation Funds that is currently in the County's name. COIC would like the bus transferred into COIC's name. Discussion was held regarding the transfer, ODOT's encouragement of the transfer, and the reporting on the bus to ODOT that will not have to be done.

County CFO Jeff Caldwell discussed the funds, the transfer, and the application that went through the County. Commissioner Brummer will be the County go to person for the STIF Partnership established for work with the operations of the 2017 State Transportation Bill. Legal Counsel advised that the vehicle is already titled in the COIC's name and asked if the Court members wanted it in the County's name and then to take formal action, moving forward to transfer or hand off to COIC. Discussion held regarding the agreements required, and the signatures required.

MOTION:

Commissioner Barney moved to finalize the changing of ownership of the bus from County to COIC and to authorize signature outside of Court. Commissioner Brummer seconded the motion. Vote was 2-0, motion carried.

Crook County Court
Work Session
October 16, 2018

Brief discussion regarding the operations of COIC, the County, the STF committee and the change of leadership of COIC to Tammy Baney taking over as COIC Director.

Commissioner Brummer adjourned the Court out of Open Work Session and into Executive Session under ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION:

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

Discussion regarding interest in purchasing 7 acres of property and if sold, would it limit the use of the rest of that portion of County owned property. Additional research will be done on use, zoning, access, easements and the need for a title report.

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

Discussion held regarding a request for a second access, and license for a second access for a property already operational. Discussion was held regarding concerns regarding current access points to the property, powerline locations, and future plans for the property.

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

Discussion regarding a proposed Solar project, easement agreements and exchanges between the County Attorney and the Attorney for the project. Discussion of the Court and Legal included easements, decommissioning, tax credits, tax abatement agreement, the reasons behind all the delays of this project, the renewable portion of the agreement, and the time spent going over and over the same concerns.

ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Planning Director Ann Beier and County Legal Counsel presented information regarding a recent case remand, a Planning Commission Hearing, the business current operations and use, the non-transferrable use of the area, the request of the business for proposed changes, and the concerns of the local residents. Issues have included the parking location of the visitors and employees, and the location of the garbage cans.

ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Ms. Beier presented information on more appeal matters that will be coming up as Public Hearings. There will be an appeal regarding the proposed new use of an operational aggregate quarry, and a separate appeal of a destination resort project. Another matter that will be coming up has to do with a

development, and the second access out of the development that was originally part of the plat but was never addressed.

11:17 a.m. Commissioner Brummer adjourned the Executive Session and convened the Court into Open Work Session, inviting members of the public into the meeting room.

Open Work Session

There were motions to be made following the Executive Session discussions.

MOTION:

Commissioner Barney moved, and Commissioner Brummer seconded to instruct staff to contact Cypress regarding the easement as discussed in executive Session. Vote was 2-0, motion carried.

MOTION:

Commissioner Barney moved and Commissioner Brummer seconded to direct staff to confer regarding the West Powell Butte Estates and Fire Access issues as discussed in Executive Session. Vote was 2-0, motion carried.

ADDITIONAL DISCUSSION

Commissioner Brummer received a phone call from a resident that lives on the road on the west side of the landfill. The road was graded by someone that took the crown off and left a berm. The resident can not get in or out of her property now. Commissioner Brummer advised the resident that the road is not county maintained and suggested contacting the person doing the grading. The resident said she does not pay for grading. Mr. Wilson suggested that the resident contact the Homeowners Association and ask them to repair the problem. Commissioner Brummer will go check on the road and look at the property proposed for the substation.

A brief discussion was held regarding the Paulina Court session scheduled for tomorrow, and the vehicles transporting those attending from Prineville.

Commissioner Brummer adjourned the Work Session at 11:30 a.m.

Respectfully submitted,
Colleen Ferguson, Crook County Court Secretary

**Crook County Court
Work Session
November 20, 2018**

Crook County Court held a Work Session on November 20, 2018 at 9:00 a.m. in the Legal Conference room located at 203 NE Court Street, Prineville, Oregon. In attendance; Commissioner Jerry Brummer; Commissioner Brian Barney; Legal Counsels; Court Secretary Colleen Ferguson; Roadmaster Bob O'Neal; County Clerk Cheryl Seely. Judge Crawford was absent.

Commissioner Brummer opened the Work Session.

ADDITION:

Letter of Support regarding unmanned aircraft facility commitment.

Discussion held regarding the unmanned aircraft operation currently operated out of Warm Springs. There is a desire to move the operation to Crook County. The large former Schwab hanger would be available, and County could consider donating. Discussion held regarding the operation, intent to consider research but having Crook County be the center for the drones to be used in case of disaster. A letter of support has been requested for relocating the program from Warm Springs to Crook County.

Participants: County Court, Legal Counsels Debbie Palmer, Finance; CFO Jeff Caldwell

MOTION:

Commissioner Barney moved and Commissioner Brummer seconded to approve the letter of support for the Central Oregon USA Emergency Center. Vote was 2-0, motion carried.

Vote Tabulation System

Clerk Cheryl Seely reported on the recent election and the problem this year with the tabulator operations and consideration of purchasing a new machine. Ms. Seely explained the process updated the Court on maintenance and age of the machine (purchased in 2006 or 2007), plus the upgrades. The new system being considered is Clear Ballot, a smaller machine with its own server and external hard drive that will scan any ballot. The operation of the system was explained with updates 2x per year. Explanation of the quote was provided, life expectancy, and the ability to piggyback off Multnomah County for the purchase. Cost new is approximately \$75,000. Copy of the contract will be coming for legal review. Discussion held on funding options and capital appropriations.

Participants: County Clerk, Legal, Court; CFO Jeff Caldwell

Monthly Fund Balance Update

CFO Jeff Caldwell presented updates on fund balances and the activity of October. Some accounts have been closed; others opened. Bond payments and airport hangar rental revenue was presented along with debt service and asset reserves. Additional information on Airport and supplemental budget will be held next week. Supplemental on December 5, and Public Hearing on Airport on December 19. Helibase funding was discussed. Preparation for auditors on December 3, 4 and 5 is being completed. The fraud prevention questionnaire has been sent out, and responses are coming in from Department Heads. This information will be out to Commissioners on May 17th.

Community Development Director Ann Beier discussed with the Court and CFO the proposed modular unit to be placed to house additional employees with expenses to come from Community Development's budget. Commissioner Barney has spoken with the City of Prineville regarding placement and a permit for location of the modular next to the Courthouse. City said nothing was needed. Ms. Beier wants it in writing that no permit is required. Quotes for the modular were discussed and installation upon delivery. Discussion on the costs for this project due to need of space.

Additional Presentation/Discussion by Ann Beier:

Jefferson County Mass Gatherings presentation was discussed. Great presentation attended by Ms. Beier. Photos of the Eclipse mass gatherings were viewed and discussed.

Ms. Beier was appointed Vice President of the County Planning Directors.

Discussion held regarding the extension of the Hidden Canyon matter.

The Garcia case will be coming back to the County regarding a non-farm parcel

Counsel Wilson presented information from an email received regarding a structure to be placed on staging area property. Discussion regarding the temporary structure, cargo containers, truss roof, and land use staging units. Some job shacks will need power. The structure permits and sunset date for use will need to be discussed and ground rules must be established right away. The lease agreement must be amended for structures. Timeframe for response and rules for procedure were discussed.

Participants: CFO Caldwell; Counsel Wilson; County Court; Planning Director Ann Beier.

Treasurer's Position - Official Bond

Assistant Counsel Eric Blaine presented information regarding \$180.00 invoice received for a bond that former Treasurer Kathy Gray maintained as County Treasurer. Question is if Debbie Palmer and Jeff Caldwell need to be bonded. The bond is not currently listed as a requirement and Mr. Blaine does not believe the sister jurisdictions are bonding their employees. Premium is small and covers \$200.00 to \$50,000. The Court members are good to go without the bond. Counsel will allow existing bond to expire and not establish with new employees.

Participants: County Counsel; Court

Reacquisition of McGee Property (Tax Foreclosure)

Counsel Wilson presented information regarding a tax foreclosed property located at 795 Fairview that was deeded to the County and had not been through an auction. County needs to check on insurance and City has a compliance case on this property at this time. Discussion held on condition of the home and property, utility billings, costs involved and revenue for a sale, and the legality of a sale since the property was deeded directly to the County and did not go through the auction process. Quotes will be requested and accepted for cleaning up the property. Plan to clean up property for compliance, and then move forward with the approved process.

Participants: Counsel; Court

Update regarding Justice Court

Discussion regarding the possibility of creating a Justice Court in Crook County the Justice Courts that are currently operating in Oregon was held. County Counsel will provide reports for the Court members to review. Commissioner Barney tabled this matter to a future meeting when Judge Crawford is available to participate.

Participants: Counsel; Court

Christmas Eve/New Year's Eve possible early out

Discussion was held regarding scheduled time off and difference in schedules with some employees working four 10-hour days, specifically the employees of the Road Department and Landfill.

Discrepancies were discussed. Information will be gathered, and the matter will be discussed next week. Information will be out to employees by the 1st of December.

There being no executive session scheduled, at this time Commissioner Brummer adjourned the Work Session at 11:00 a.m.

Respectfully submitted,

Colleen Ferguson, Crook County Court Secretary.

**November 27, 2018
Crook County Court
Work Session**

Crook County Court held a Work Session on November 27, 2018 beginning at 9:00 a.m. in the Legal Conference room located at 203 NE Court Street, Prineville, Oregon. In attendance were: County Court, Legal Counsels, Jennifer Orozco, Human Resources Director Kim Barber; Fairgrounds Manager Casey Daly; Roadmaster Bob O'Neal; Finance CFO Jeff Caldwell; Finance Debbie Palmer.

Supplemental Budget 2018-2019/ Order 2018-85 Draft (ORS 294.471(1)(e))

Presentation and discussion of Supplemental Budget Order that addresses increases and changes in appropriations for fiscal year ending June 30, 2019.

Participants: CFO Jeff Caldwell; Finance Debbie Palmer; County Court

Fairgrounds: (1) Waiver document, (2) Signage, and (3) Policies and Procedures.

Discussion regarding changes to liability indemnity agreement involving the Fairgrounds, signage placed on Fairgrounds property, and policies and procedures for persons and organizations using the Crook County Fairgrounds facilities without a fee. After suggested changes, the Court will review the documents again.

Participants: Legal Counsel Jeff Wilson; Fairgrounds Manager Casey Daly; Court

Discuss Proposed Changes that AOC is following on OAR 241, Division 85, 89 and 93 rules

Review of red lined document regarding proposed rulemaking by Oregon Department of State Lands OAR 141 Division 85, 89 and 93. Rules to incorporate changes to compensatory mitigation for unavoidable impacts to waters of this state (Aquatic Resource Mitigation Framework (ARMF)).

Participants: Legal; Court; Roadmaster Bob O'Neal; Planner Ann Beier

Marijuana Tax Distribution Revenue-depleted

CFO presented information regard the Marijuana Tax Distribution Revenue in the amount of \$98,100

Participants: Court; CFO Jeff Caldwell

Holiday Pay

Discussion regarding four (4) hour "Special Holiday" closures at noon. Hours must be used between December 16 and December 31, 2018.

Participants: CFO Jeff Caldwell; Finance Debbie Palmer; Court

Update on Title VI Compliance.

Discussion regarding Title VI funding and transport. If County receives dollars for transport through Title VI, County must have a plan in place to show how the County plans to use the funding and to process complaints.

Participant: Legal Counsel Eric Blaine; Court

Respectfully submitted, Colleen Ferguson, Crook County Court Secretary

Prepared from notes of Jennifer Orozco, Thank you

**Crook County Work Session
December 11, 2018**

Judge Crawford opened the Work Session at 9:00 a.m. in the Legal Conference room located at 203 NE Court Street, Prineville, Oregon. In attendance: County Court; Legal Counsels; Powell Butte resident Casey James; Roadmaster Bob O'Neal; County Clerk Cheryl Seely; County CFO Jeff Caldwell; County IT Director Izaac Ross; County Planner Ann Beier; Sheriff John Gautney; Undersheriff James Savage, City of Prineville Police Chief Dale Cunnings and Debbie Palmer, Finance.

PB Resident re: McCafferty Rd Maintenance / Casey James

Casey James, resident of McCafferty Rd, Powell Butte, discussed the maintenance of McCafferty Road in Crook County off of Highway 126. Discussion included responsibility, liability, cost, litigation and other residents on the road.

Participants: County Court; Casey James; Legal Counsel

Fiber Project/ Izaac Ross

IT Director Izaac Ross presented information for a fiber optic project for four sites that do not have fiber now but seek to have fiber, the billing per site, the proposed differences of new service to the old, two companies that provide service, the goal that includes a primary and secondary ISP, the bid amounts, and a business case to explain the goal of the project. Costs were presented for phases, 5-year plan, pros and cons, and reconvening date. Commissioner Barney would like information to him for review.

Participants: County Court; Legal Counsel; Izaac Ross; Ann Beier

Bus transfer to COIC/amount of "sale" (Central Oregon Intergovernmental Council)

Assistant Legal Counsel presented information regarding ownership of a bus and transferring the ownership from the County to COIC, transportation grants involved, an update on the relationship of the County and COIC and legal documents involved.

Participants: Assistant Legal Counsel Eric Blaine

STIF Bylaws/County Counsel Jeff Wilson

Information provided regarding by-laws and STIF Committee and IGA between the County and COIC regarding projects.

MOTION:

Commissioner Brummer moved and Commissioner Barney seconded approval of the STIF Advisory Committee By-Laws. Vote was 3-0, motion carried.

Participant: County Counsel Jeff Wilson

PacifiCorp Easement & agreement/ Jeff Wilson

County Counsel presented information regarding the height of electrical lines crossing highways. Bob O'Neal is concerned that it should be 23 feet where it crosses a highway and are currently under 14 feet. Information provided by Ann Beier regarding the height of poles and lines, the easement, and the cost of the easement.

Participants: County Counsel, Commissioner Barney, Ann Beier and Bob O'Neal

MOTION:

Commissioner Barney moved and Commissioner Brummer seconded to approve the right of way, agreement in support of easement, with PacifiCorp including the separate support. Vote was 3-0, motion carried.

Planner Ann Beier announced a public Open House to be hosted by PacifiCorp regarding the Ochoco substation and the transmission line and hopes for a good turnout.

Brief discussion of Johnson Creek Road held by Bob O’Neal and Commissioner Barney.

Approve Task Order #3 for Airport Apron/ Jeff Wilson

County Counsel presented a Task Order for the Airport Apron Project, Phase 3, the engineer final design and Phase 4 services during construction, not to exceed original approved costs. Approved for the apron is Task Order #3 Phase 3 and Phase 4. Task Order #4 will be \$146,000 and Commissioner Barney would like to see sideboards on this.

Participants: CFO Jeff Caldwell, Commissioner Barney and Counsel Jeff Wilson

MOTION:

Commissioner Barney moved and Commissioner Brummer seconded to approved Task Order #3, Phase 3 and Phase 4. Vote was 3-0, motion carried.

Commissioner Barney requests that CFO Jeff Caldwell take over cost information and process on Task Order #4. Mr. Wilson discussed Task Order Phase 3 and Phase 4, most all for the Helibase. Information on Task Order #4 will be sent to Counsel Wilson and CFO Jeff Caldwell will review expenses so far.

A representative from PacifiCorp, Kelly Coffelt, Jeff Caldwell and Commissioner Barney will be meeting to discuss these projects.

Participants: Kelly Coffelt, CFO Jeff Caldwell; Counsel Jeff Wilson; Commissioner Barney

ADDITION:

DLR CHANGE ORDER

Counsel Jeff Wilson presented a DLR Change Order amendment, primarily regarding new fencing for the jail project.

Participants: Counsel Wilson, Commissioner Barney

MOTION:

Commissioner Barney moved and Commissioner Brummer seconded to approve the latest change order with the DLR group and to authorize signature outside of Court. Vote was 3-0, motion carried.

BONDS:

CFO Jeff Caldwell advised the Court that he has sent off the third installment on the bonds today.

Purchase of Clear Ballot Software and License Documents/ Jeff Wilson

Counsel Wilson advised the Court that Multnomah County has prepared a contract for the Clear Ballot Software and it allows other counties to tag onto the contract. Information provided regarding costs, license, support, training and equipment. County Clerk Cheryl Seely said her contact is with the company Don Defoe. Cost is \$77,875.

Participants: Counsel Wilson, County Clerk Cheryl Seely

MOTION:

Commissioner Brummer moved and Commissioner Barney seconded to approve the software contract and license for Clear Ballot and authorize signature outside of Court. Vote was 3-0, motion carried.

Ms. Seely presented information on vote by mail, counties using the vote by mail program, response numbers, and training required for signature authentication.

Following completion of the agenda items plus additions, Judge Crawford adjourned the Court out of Open Work Session and into Executive Session under ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

Executive Work Session

ORS 192.660(2)(e) Discussion of Criminal Justice Center.

Participants: Sheriff, City Police Chief, Court members

Following the discussion, the Court was taken out of Executive Session and into Open Work Session inviting members of the public into the meeting room.

OPEN WORK SESSION: No decisions or motions following the Executive Session discussion.

Community Development/ Lack of Space

Discussion regarding the space problem with the increase in staff members of Community Development. More Office Staff and additional needed inspectors are requiring addition space. Commissioner Barney has been looking into additional space in which to locate the department. At this time, there is discussion of locating a mobile building on the east side of the Courthouse.

MOTION:

Commissioner Barney moved and Commissioner Brummer seconded to continue the process of locating a mobile building on the east side of the Courthouse, and to authorize signature of documents outside of Court. Vote was 3-0, motion carried.

Judge Crawford adjourned the meeting at 11:10 a.m.

Respectfully submitted,

Colleen Ferguson, Crook County Court Secretary

**Crook County Court
January 8, 2019
Work Session**

The Crook County Court held a Work Session on January 8, 2019 at 9:00 a.m. in the Admin Conference room located at 203 NE Court Street, Prineville, OR 97754. In attendance: Crook County Court members and staff; Crook County Legal Counsels and Staff; Department Heads and members of the public.

Judge Crawford call the meeting to order.

Ochoco Trail Strategy Group presentation

Darlene Henderson, Mary Beier and Duane Miller and Ruth, the Oregon Trail Strategy Group of Mountain Bike riders, hikers and equestrians, met with the Court to discuss the non-motorized trails in the Forest Service Ochoco Plan. Discussion was held regarding a positive trail plan to submit to the Forest Service, and marking trails, building Kiosks, minimizing impacts, not shutting down anything but using old roads that are already closed, the user conflict in the Lookout Mountain area and Air B&B guests that come to the area to hike and bike. Discussion of rehab after logging or trail damage was discussed. Maintenance through grants, and strategic planning to include maintenance was also discussed. Tim Deboodt discussed Permittes and damage repaid. Signage was discussed, trails well signed and educational process regarding the areas will be included in the plan. The hope is to work together to have a well-planned trail area that works for all those enjoying the forests.

USFW Letter regarding Cooperating Agencies

Tim Deboodt presented information regarding a letter to the agencies speaking to Habitat Conservation Plans(HCP) , compliance with the Natural Resources Plans and Policy, meetings with cooperating agencies, and presentation of a meeting in Deschutes. County. Discussion held regarding not being asked to be at the meeting table to participate in the discussions with cooperating agencies, but the Federal Agencies, State Agencies, ODF&W, DEQ, but no local County government. Further discussion was held regarding the counties of Crook and Jefferson aligned with their respective Irrigation Districts and the possibility of this being a less political situation if Deschutes County was not involved. Mike Britton spoke on this practice.

MOTION:

Commissioner Brummer moved, and Commissioner Brummer seconded to approve the letter as presented by Mr. Deboodt. Vote was 3-0, motion carried.

Further discussion was held regarding updates quarterly on the Natural Resources activities and information on the letter from BLM regarding three allotment reviews as well as the recent resignations of Brooke Gray and Laura York, two of the Natural Resources Committee members. Ms. Gray had knowledge of the County and Natural Resources, and Ms. York brought some concerns to the table for State agencies. Discussion held regarding the required number of members set at 11 but no over that.

9:53 a.m. Discussion continued regarding the letter that was approved for signature this morning. The letter is regarding coordination, plan and policy.

Fiber Discussion #2

IT Director Izaac Ross presented additional information at this second meeting of Fiber Optic project. He presented his business case with scope and costs. He reached out for quotes to two companies currently used by the City of Prineville and received two quotes for two options. He provided the costs at a 60 month and after 60-month term. Mr. Ross believes this to be a good cost quote. The current internet provider, PrineTime, has notified the County that they are changing their business model and will no longer provide the County with service. Mr. Ross provided the information regarding the four buildings not connected to the County internet and servers located at the Beaver Street building. Discussion was held regarding the two companies that own all the internet through Oregon. The County currently uses Bend Broadband. Discussion was held regarding if the County does not own its own fiber, then the County will always be paying. After 60 months, the County would own. Mr. Ross presented information regarding the County internet going door to door for the Counties facility and described the central area and spokes. Mr. Ross asked the Court with assistance working with the owners of Prinetime, saying he has received threats. Discussion was held regarding the contracts the County holds with Prinetime and agreements as well as tower placements, but that would involve a whole new route. Discussion was held regarding RFP's to two companies for fiber to just the valley floor and talking with the landfill to negotiate. The cost benefit analysis was discussed that would involve microwave, poles, radio and a possible proposal to Bend Broadband to do maintenance. Mr. Ross asked again for help dealing with Prinetime. Commissioner Barney will speak with Prinetime and let everyone know the plan. Mr. Wilson asked Mr. Ross to assist with the language for the RFP.

FLEET PURCHASE

Planning Director Ann Beier discussed the 2014 Escape that the inspectors have been using that is beyond repair. Mr. Beier would like bid on a Fleet vehicle that was authorized previously. Inspectors use a lot of miles and need a better vehicle for the areas they travel.

MOTION:

Commissioner Brummer moved to purchase another vehicle for the Community development using the first fleet quotes received earlier last year. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

Pacificorp---Authorization to apply for land use on City property (substation), Brief on transmission lines

Planning Director Ann Beier, the Court, and Bob O'Neal discussed the need for Pacificorp to act on behalf of the County to begin the land use application for the two separate projects: one for Ochoco substation and one for transmission lines. Discussion was held regarding the engineer's explanations, the planned structures next to BPA lines, permission from private landowners, and additional substations started in 2018. Ms. Beier explained that the permits cannot be applied for until there is a legal description for the area.

The Open House held recently was more optimistic than previously. County Counsel Jeff Wilson explained there has been no correspondence with the company since August 7th, with some conversation on September 17, 2018 but none since.

Judge Crawford called a break at 10:55 to reconvene at 11:00 a.m.

Finance Department 18-Month Plan

County CFO Jeff Caldwell discussion an 18- month plan. He will be meeting with department heads to discuss this plan prior to the afternoon Budget Committee meeting. Mr. Caldwell presented the planned agenda for the budget meeting and the dates for the meetings planned.

Information was provided on the Tyler Munis migration and the challenges of staffing and time challenges, resulting in paying out for comp time.

Judge Crawford discussed the need for staff to take vacation and to really look to see if additional staff is needed in the departments. Mr. Caldwell agreed and provided information on a recent meeting held to restart the program that was derailed because people were burned out. Discussion was held on the options to be considered regarding keeping this project on track. Discussion held regarding the training team provided by Tyler that was less than expected. More discussion regarding this project will be held at the Budget Meetings.

OEM Grant Agreements—New Requirements

Assistant County Counsel Eric Blaine presented the new requirements in the recent grants regarding allegation of decimations against the County and the questions of any settlements. Commissioner Barney said that these requirements are generally in Federal grants, but rarely seen in State grants as requirements.

ADDITION: Maintenance Personnel Directive

Discussion was held regarding a maintenance person that would be involved with the new jail's electrical, pipes, and equipment as well as the old electrical and boiler in the Courthouse. Safety is top and foremost in all of this. Mr. Caldwell presented information from the financial side, and the plan to work on-going with maintenance to run this more as a business, and get ahead of the curve with long term planning and team members. This position has been through the compensation study and will need increased compensation. The job notice will go out right away.

MOTION:

Commissioner Brummer moved to approve the new position as presented and subject to changes. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

ADDITION--Space Issues

The Court discussed relocating the Human Resources Department from 203 NE Court Street to the Chukar Building next door on 2nd Street and go forward remodeling the HR space for a conference room and the remodeling involved. The lease and remodeling of the conference room were discussed.

MOTION:

Commissioner Barney moved to move the County HR Department to the Chuckerpoint Building subject to approval of a lease and to remodel this current HR Department in the building at 203 NE Court Street into a Conference Room. Commissioner Brummer seconded the motion. Vote was 3-0, motion carried.

Eastern Oregon Counties Association (EOCA) membership—Invoice for Fiscal Year 2018-19

Commissioner Brummer presented information regarding the EOCA, the Eastern Oregon Counties involved, and not splitting off from Association of Oregon Counties, but providing lobbying on behalf of the eastern counties that have different needs, and with more Eastern Oregon counties involved, this

will provide a big enough group to go to AOC with more clout. This organization has been promoting SRS, and provides information on the Blue Mt. Resilience team, the one NEPA study and one EIS for the whole forest. The information on the involvement of more counties bringing the cost of joining down from \$14,000 will be researched, and more information will be brought back to the Court for consideration.

LPSCC Coordinator Succession Planning

Discussion regarding the grant funding that will run out for this LPSCC Coordinator position in August or September. Discussion held regarding a possible back fill from the state. More on this at a later date when more information has been received.

AOC Annual Membership Dues—2019 Invoice

The Court discussed the membership dues for the Association of Oregon Counties membership, the involvement in some of the meetings and no involvement and no vote in others. Discussion held on whether to pay the membership dues, and the support received from the organization that are important to the management of the PERS plan in the County and the Federal Land Management involvement, that this may be a good time to stay involved with the Organization.

MOTION:

Commissioner Brummer moved to approve the \$404.42 dues payment for the AOC Budget this year. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

The Court asked that grant writer Jeremy Thamert to send out the notice of his grant writing services to the Department heads, and also a list of the grant available.

Discussion held regarding whether to hold the proposed Executive Work Session of : Executive Work Session Item noticed to be held under: ORS 265C.620 Notwithstanding ORS 192.311 (Definitions for ORS 192.311 to 192.478 (Exemption for Judicial Department, the identity of an applicant for an eligible project determination under ORS 25C.606 (Determination of projects for tax exemption, the application form submitted to the county governing body and the Oregon business Development Commission and the negotiations conducted between the applicant and the county shall be confidential, until the county governing body gives notice of its intent to take official action on the application; Whether to hold the session of not since County Counsel Jeff Wilson was not available for the discussion today. **Following the discussion, the Court agreed to not go forth with the Executive Work Session.**
11:59 a.m.

Judge Crawford adjourned the meeting at this time.

Respectfully submitted,

Colleen Ferguson, Crook County Court Secretary.

**Crook County Court
Work Session
January 15, 2019**

The Crook County Court met in a Work Session on January 15, 2019 at 9:00 a.m. in the Admin Conference Room located at 203 NE Court Street in attendance were : County Court members and staff; Legal Counsel and Staff, County Department Heads and members of the public.

Purchase of Doors

Fairgrounds Manager Casey Daly discussed with the Court the replacement Exit Doors that he has been strongly encouraged to replace by the Fire Marshal. They were installed in 1979 and are now at the end of their operable 20-year life. Four doors on the west end and four doors on the east end of the building.

MOTION:

Commissioner Brummer moved to approve the purchase price of \$5,859.00 for replacement doors at the Fairgrounds including freight. Commissioner Barney seconded. Vote was 3-0, motion carried.

Presentation of new GIS Research Tool

GIS Manager Levi Roberts presented information regarding a new GIS research tool software. When installed, the current tool software on the server will be turned off. Mr. Roberts explained the functionality of the new system with new searching capability, and new additional search tools for mapping and digitizing all 4000 surveys. It will take a while to upload all the data. The goal is to work in tandem with the old software until loaded, and then in a few months, shut down the old environment. Mr. Roberts advised the Court that GIS/IT employee John Kidd has done all the work on this, and he should receive kudos for his good work.

IT—Windows 10 Enterprise Upgrade

Izaak Ross, IT Director, discussed the IT Windows 10 Enterprise upgrade, the information on the operating system that has been out there for 5 years and is a stable version. He discussed the operating systems previously used: XP is gone, Windows 7 is now at the end of life and support will end for that software at the end of January 2020. It is time to move to Windows 10. County Clerk Cheryl Seely said that she knew of several counties that have gone to Windows 10. Commissioner Barney advised the Court that the change is needed in order to work with the new software.

Discussion was held that over the years, the County has operated each department separately, and is currently operating on five different programs, and already problems are experience. The county is now using the home version and it must be on an enterprise version. Discussion was held on the possibility of needing more RAM for some of the computers to allow the new programs. There will be 250 licenses needed at \$275.00 for a total of approximately \$68,000. An RFP will be needed. Training will be held for using the new system 30 days prior to deployment.

Mr. Ross presented the reasons not to stay with the old systems. The new system should be secure for at least 10 years. This purchase is not in the budget. Next step is the RFP and talking with the County CFO of how to fund the project without funding coming out of reserves.

ABHA Available Funds Update

Discussion held on ABHA fund, \$11,000 and WEBCO Balances, \$112,000. Discussion held on funding that could be used for Sheriff's Office body scanner.

Authorization for Land Use Application—Pacifcorp Substation

Ms. Beier presented information on submission of substation placement and authorization for land use applications with conditions. The Judge will sign on behalf of the County.

ADDITIONAL: Ms. Beier provided information on a leak in her office. Maintenance will work on repair next week.

Employee Training regarding Public Records Compliance

Mr. Blaine presented information on the need for new laws regarding public record requests and the training that may be involve. Two of the bills create onerous record request criteria for the State, and they may later require the County to follow those criteria. The second is if a fee is required, the media (this is not defined) may get a 50% discount. The for-profit agencies get a discount while the private sector does not.

Further discussion was held regarding the requests regarding certified payrolls, unions, public jobs, certified payrolls, all information that would be public information on employees that unions are trying to use to organize workers and is becoming quite a problem. Mr. Blaine explained what public requests are handled through the departments. An email will be sent out by Mr. Blaine to explain this process to the departments and deposits required before the searches are done.

Easy Street Sale Price Evaluation

County Realtor of Record Mike Warren provided information regarding lowering the selling price on the Easy Street parcel of land owned by the County to \$28,000. There is an unknow regarding the septic system and values on bare land have been coming down. Mr. Warren would like this property to be inline with the others that are listed.

MOTION:

Commissioner Barney moved and Commissioner Brummer seconded to lower the selling price on the Easy Street parcel to \$28,000. Vote was 3-0, motion carried.

ADDITIONAL:

A brief discussion was held regarding the County foreclosed property that is located on the corner of Lynn and Fairview Streets. The Court will take a field trip out to see the condition and the needed repairs and clean up needed prior to listing the property for sale to the public.

Steve Holliday/ Discussion REMOVED

After addressing the agenda items in Open Work Session, Judge Crawford adjourned the Court out of Open Session and into Executive Session under ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 265C.620 determination of projects for tax exemption

EXECUTIVE SESSION ITEMS

ORS 192.660(2)(e)

Discussion with Realtor of Record on other areas and price comps for properties with homes in the City area.

ORS 265C.620 determination of projects for tax exemption

Regarding the leasing of a building for relocation of County departments.

Following the discussion in Executive Session, Judge Crawford adjourned the Court out of Executive Work Session and into Open Work Session, inviting members of the public into the building.

OPEN WORK SESSION

One motion was required for the discussion in Executive Work Session.

MOTION:

Commissioner Barney moved to exercise the lease agreement with David Armstrong for the relocation of the HR Office in the Chuker Building. Commissioner Brummer seconded. Vote was 3-0, motion carried.

10:45 a.m.

Judge Crawford adjourned the County Work Session.

Respectfully submitted,

Colleen Ferguson, Crook County Court Secretary

**Crook County Court
Work Session
January 29, 2019**

County Court met in a Work Session on January 29, 2019 at 9:00 a.m. in the Admin Conference room located at 203 NE Court Street, Prineville, Oregon. In attendance: County Court Commissioners and staff; Legal Counsels; Department Heads and members of the public. County Judge absent.

Purchase of Ford Edge—Bids

Discussion with Planning Director Ann Beier regarding a new vehicle for the department and the bids received. Low bid from informal quotes was from Robberson Ford at \$28,266.24.

MOTION:

Commissioner Barney moved to approve the purchase of the Ford Edge based on informal solicitation and sign purchased order outside of Court. Commissioner Brummer seconded. Vote was 2-0, motion carried.

Mechanic and Shop Supervisor Positions/ Clay Rhoden's Retirement/ Update on Road Projects

Court, Legal and Roadmaster Bob O'Neal discussed the retirement of Clayton Rhoden after 32 years of working with the Road Department. James Staniford will step up to that position and Mr. Staniford's position will be advertised. HR has sent out paperwork for the competitive advertising for the position. HR Director Ms. Barber has no objections. Chip seal projects are coming up in April and three flaggers and three operators are needed. Mr. O'Neal explained the need for training and hiring prior employees. Additional discussion was held regarding salary grades and steps, the criteria for the job and the personnel action notice to be sent out. Clayton's celebration of retirement is to be announced. The Road Department is really going to miss him.

Fiber Optic Project #2

Izaak Ross presented options for pricing on the Crook County fiber project Phase 2. He discussed the materials and equipment needed, the costs for hooking up, and the plan of working with Bend Broadband. Discussion held on prices quoted regarding usage, the consumption table, and Wi-Fi.

Mr. Blaine discussed his recent call from Jason at PrineTime and the modification of the termination date. Discussion held regarding the specifics of the project, the location, and procurement process. This will be a special procurement with findings. Other discussion regarding expenses, primary and backup costs, contracts, PrineTime's termination, negotiations that will overlap services, the need to get HR and Legal connected in the Chuker Building and moving forward with LCN backup. Legal will come back to the Court with contracts for approval.

Tyler Tech 2nd Amendment

County Counsel presented information regarding an amended contract with Tyler Tech to add in HR. This will be discussed at the next County Work Session.

Kristy Cooper et al Appeal of Planning Commission's Decision Approving Modification of Clint Woodward's aggregate Permit/ Court and Legal Counsel

The appeal by Kristy Cooper et al of Clint Woodward's aggregate pit permit will be heard on February 26, 2019 at 1:30 p.m. The Court will not hear the appeal unless a complete transcript is received.

Chuck Hegele Appeal of Planning Commission's Decision denying RV Park CPU/ Public Hearing/ Legal Counsel and Court

Chuck Hegele is appealing his denial of the Conditional Use Permit for an RV Park. Appeal is scheduled to be heard on February 26, 2019 at 3:30 p.m.

Verbal Quote from Prineville Rents for carpet tear out at Fairview Property--\$2,000.

Prineville Rents was contacted regarding an amendment to the contract for clearing out the foreclosed property on the corner of Fairview and Lynn. The Court would like to amend the contract to include the carpet tear out, removal of carpet and pad, and vacuum. Legal will be amending the contract and bring back to the Court for approval.

Verbal Quote from STAR Towing for removal of motorhome--- \$175 to haul to the dump: \$400 to haul and teardown (to take to Landfill) Motorhome located at the Fairview Foreclosed property.

Star Towing is contracted to haul the non-operational motor home to the Landfill. Two bids were received and Star Towing's bid of \$175 to haul to the Landfill and \$400 for tear down and haul was discussed. Costs and process for removal, tear down and disposal of the motorhome were discussed. The plan at this time is to move forward with the carpet removal and then remove the motor home.

Admin Office Record Retention

Mr. Blaine provided information on record retention. Discussion held on determination of each document, setting time aside to do this all at once. Discussion held on administrative rules, shredding and scanning, retrieving after scanning, costs involve scanning versus going through, discussed the huge project of retention, other departments scanning projects, availability of an employees with experience from another county, and organizing and making reading available.

Professional Licensure Administrative Hearing Coverage

Court and Legal Staff discussed professional licensure, ethics, and CIS Insurance coverage, including payment of defense and who pays. The Court would like more research on the matter. Discussion held on making the coverage a part of the employees compensation package, the differences between negligence and a professional that does something unprofessional and illegal and unethical, if defense is as a compensation if it is taxable, and accusations of someone making a decision on behalf of the county. Further discussion held on negligence, malpractice, unethical actions, defenses of tort claims, censorship, and licensure complaints. Additional information will be brought back to the work session, and then will be scheduled for the February 6, 2019 County Court meeting.

Second Amendment Draft Letter

Discussion held regarding the 2nd amendment letter, and the recent letter regarding the removal of guns.

Following the discussion in Open Work Session of all the matters before the Court on the agenda, Commissioner Brummer adjourned the Court out of Open Work Session and into Executive Work Session under ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE WORK SESSION ITEMS - ORS 192.660(2)(h)

Discussion regarding a Resort Community, building codes and standards, grace periods, and the perception of the codes. Building Official, Planning Director, Court and Legal Counsels were involved in the discussion on the need for direction in the interpretation of the State Code involved.

After discussion of the Executive Session item was completed, Commissioner Brummer adjourned the Court out of Executive Session and into Open Work Session, inviting members of the public into the meeting room.

OPEN WORK SESSION

MOTION:

Commissioner Barney moved to direct staff to proceed as discussed in executive Session. Commissioner Brummer seconded the motion. Vote was 2-0, motion carried.

Courthouse 1st floor , office relocations

Discussion held with County Court, Planning Director Ann Beier and Building Official Randy Davis regarding the relocation of the plan reviewers and inspectors into the County Court and Administration Office following the departments relocation out of the building. The needs of the different departments were discussed, the fit of the existing area, and the County's need for a larger conference room.

Motorhome on foreclosed property.

Additional discussion on the motorhome on the S. Fairview foreclosed property. Ira's in Madras no longer take scrap, so the vehicle will need to be taken to the landfill. Mr. Elliott will be called, and he may be able to take it out today.

12:45 p.m. Commissioner Brummer adjourned the County Work Session.

Respectfully submitted,
Colleen Ferguson, Crook County Court Secretary

**Crook County Court
Work Session
March 12, 2019**

The Crook County Court held a Work Session on March 12, 2019 at 9:00 a.m. in the Admin Conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were: Crook County Judge, Commissioners and staff; County Legal Counsels and staff; Department Heads and members of the public.

Judge Crawford opened the Work Session at 9:00 a.m.

Strategic Prevention Framework Presentation

Public Health Katie Plumb presented a handout on the Strategic Prevention Framework that now includes the addressing of opioids. This is a grant that will provide \$150,000 per year for 5 years for the program. The Public Health Department has finalized the work plan and budget, and are bringing the information to Court before they apply for the grant, expanding on the work from over the last 5 years, preventing progression of young people usage of alcohol and opioids. Ms. Plumb provided information on the evaluations and reports, the time spent with the schools, and addressing local community issues.

Hiring Authorizations—pay increase/Performance reviews for 2 employees

County Assessor Jon Soliz presented information a new Solar generating paperwork, the need for hiring authorization for two additional full-time appraisers and pay increases for two employees that will coming before the Court. He presented reasons for the additional employees, the responsibilities and duties added to the department, his relationship with Department of Revenue, project the offices is continuing to push forward for accurate information. He discussed the CAFFA grant, and along with Debbie Palmer, Finance, presented information on the revenue of the grant that is based on budget and staff. Changes coming and current in reappraisal areas was discussed, pre appraisal values, generated income, new staff to allow for more drive-by and personal property information, and to keep the good work up that unites Planning and the Assessor.

Dan/ Noxious Weed letter

Dan Sherwin, Oregon Evasive Species Counsel and Kev Alexanian, County Weed Master discussed with the Court SB 445 regarding requirement of Council reporting, with different types of issues. The reports go to the State Legislators. Mr. Sherwin is asking for support of a letter he has submitted to the County for signature. Three percent of the State Budget is for Natural Resources. He provided info on projects and accomplishments. Mr. Alexanian explained that all endorsements and letters of support go to Ways and Means. Down the road it saves a lot of money. Noxious weeds were discussed; for every \$1 invested, \$34 come back, benefits of early detection and response programs. The letter should address the financial impact of the invasive weeds. Mr. Sherwin told the Court he was really enjoying living here.

Lighting of PacifiCorp Transmission Line Poles—Airport Approach Zone

Planning Director Ann Beier and Kelly Coffelt, Airport Manager presented information regarding the transmission lines running from the Ponderosa to Baldwin substations approved by FAA. A couple of weeks ago, State Aviation adopted different standards and would now like to see PacifiCorp put lights

on 11 poles in the approach area of the airport. Ms. Beier and Mr. Coffelt are in favor of this, but do not know the cost per pole. Ms. Beier explained to the Court that the County does not like to do requirements after the fact, and she believes the County needs to ask PacifiCorp to put the lights on. Commissioner Barney reminded the Court that \$2 million dollars is coming from the State for the Airport area. Mr. Coffelt provided information on additional lighting that may also be addressed during the permitting portion. Discussion was held regarding the impact from the Les Schwab buildings more than the red lights on top of poles. Ms. Beier discussed the lighting complaints currently received, the light pollution in Redmond and Prineville, but these should not cause any additional concern. Discussion was held on pole heights, the earlier discussions between the FAA and PacifiCorp, and the Federal changes. The County is required to decide in 150 days. From now on, the lighting will be built into the system.

Discussion held on the process for putting in an amended decision with correspondence from State Aviation attached. The State and FA are not always in agreement. Discussion of ODA looking again and making a recommendation. Discussion held on safety on approach with a solid red light. If it were not safety related, the response would be difference. Mr. Wilson believes PacifiCorp will comply.

Ms. Beier also discussed Community Development entering the busy season. She will be bringing in a hiring authorization for consideration. She is also requesting to promote Hannah Elliot to Permit tech Senior. She has been doing all Commercial tracking and believes it is the right thing to do, and she requests the Courts approval.

MOTION:

Commissioner Brummer moved, and Commissioner Barney seconded to approve the change for Hannah Elliott to Permit Tech Senior. Vote was 3-0, motion carried.

Transfer of Law Library

County Counsel Jeff Wilson and Library Director Buzzy Nielsen presented information regarding transferring the Law Library from the Court House to the County Library. The Library Law books would be more accessible and improved. There is \$20,000 allotted for the Law Library project. Staff will need to shift materials around but there is a plan in place. A lot of information is also available on-line on Nexis Lexis. Discussion on transfer of funding for the Law Library upkeep was discussed, and Mr. Wilson believes this will be a much better way to care and update the library. Mr. Nielsen would like to use some funding to bring in a Law Librarian to provide training.

Department Head Timesheet Signatures

HR Director presented the recommendation that Department Heads need not send their time sheets to Court for approval signature. Finance Debbie Palmer said the auditors provided documental information. Timesheet records are required, but Court members and Mr. Wilson feels they are signing an unknown.

Discussion was held regarding hourly and salary and the need to put a policy in place. Commissioner Barney would like to discuss tracking, the hours worked vs the hours not worked, leave requests, leave

requests filled out after the fact and the continuity of knowing. Ms. Palmer said this will create another step and leave requests will be into Tyler Munis.

4 tens vs. 5 eights Holiday Pay

This discussion could take an entire meeting.

Pauly Rogers—Auditor Contract (for signatures)/ Payroll and Financial Software discussion

An engagement letter for Pauly Rogers was discussed. Mr. Wilson explained the engagement letter, the indemnifications, tells us lots of what they are not liable for but very little in terms of that they do for the County. Information provided on others that the firm performs audits for including the school district and City of Prineville.

Mr. Wilson discussed the need for software that ties all funds and balances together. At this time money transfers in between funds. Tax collections and investments are currently not shown in the system. Finance Kathy Puckett explained the process and discussion held regarding keeping a spreadsheet and the current inadequate system.

MOTION:

Commissioner Barney moved to approve the Pauly Rogers Engagement letter. Commissioner Brummer seconded. Vote was 3-0, motion carried.

**PacifiCorp—Ochoco to Friend Substation Easements
Moved to Executive Session discussion**

Systems Brochures re; 203 NE Court Street Remodel

Izaak Ross, IT Director, advised the Court of the lack of an IT Department in Jefferson County and its need to outsource. Discussion was held on cost savings, sharing costs, benefits for the counties and for Parks and Rec.

Discussion held on a meeting room to be located at 203 NE Court and the remodel, and the system currently in the meeting room not working for everyone. Mr. Ross presented plans for another conference room and wanted to pin down the plan, use this concept as solutions for all meetings room. The County would purchase the devices, share the calendar for the meeting room, and have a touch screen to launch the meeting on site. Mr. Ross presented information on Zoom, and a 75-inch Touch screen that has all the software in it and integrates with the Cloud. It could bring value to the organization. The Court wants to see costs, and the pros and cons, along with what would be provided.

ADDITION:

Energy Trust at the Library

Greg Hinshaw, Maintenance Director, discussed the installation of LED lighting at the Library, the energy costs, and the extra wattage for 85,000. Some of the current lighting is dangerous but the fixture will be retained. He has a bid from Tri-Phase Electric and believes some of his Maintenance staff can help,

credit in-kind work. Replacement program is through Energy Trust. Samples will be put in place to try. There is a rebate and cost savings, a warranty from the manufacturer for 5 years, and a benefit of a cut of 80% of summertime heat that has come from the lighting .

Energy Trust has approved the project and the electrical contractor. The total net is \$35,000 with an intermediate procurement.

Commissioner Brummer provided information on the wattage and saving at the Fairgrounds using this program.

There was no Executive Session listed on the Work Session, but one has been added under ORS 192.660(2)(e).

After discussion of the items listed on the Work Session, Judge Crawford read the Court out of the Open Work Session and into the Executive Work Session under ORS 192.660(2)(e) for the purpose of conducting deliberations with person designated by governing body to negotiate real property transactions.

EXECUTIVE SESSION - ORS 192.660(2)(e)

Discussion regarding easements for a project crossing County lands, remapping and details of purchasing.

After the discussion in Executive Work Session, Judge Crawford adjourned the Court out of Executive Work Session and into Open Work Session, inviting members of the public into the meeting room.

OPEN WORK SESSION

There were no actions required following the Executive Work Session.

Respectfully submitted,
Colleen Ferguson, Crook County Court Secretary

**Crook County Court
Work Session
March 19, 2019**

The Crook County Court held a Work Session on March 19, 2019 at 9:00 a.m. in the Admin Conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were: Crook County Judge, Commissioners and staff; County Legal Counsels and staff; Department Heads and members of the public.

Judge Crawford opened the Work Session at 9:00 a.m.

Chart of Accounts/ Cost Recovery Update

CFO Jeff Caldwell discussed cost recovery and chart of accounts that will remain for one year in the current financial system and then migrate to the Tyler Munis. Handouts were provided. Information provided on cost recovery that involves moving account out of General Fund and into Internal Services from different departments. Discussion held on Special Revenue Funds, Department funds and cost allocation.

ADDITION:

Dan Sherwin and Kev Alexanian read a letter of support for Council funding.

Hiring Authorizations—Pay increases/performance reviews for 2 employees—Assessor’s Office

County Assessor Jon Soliz presented a request for pay increases and performance reviews of two employees, Shannon Allman and Sean Christopherson. He presented recent information and discussed Ms. Allman who now qualifies as an Appraiser Senior. It is time for 6-month review. He provided an overview of her work, her duties and her training of others. She has been with the office for 5 years and he is supportive of her transition and would like to have her step increase approved.

Mr. Soliz provided information on a discussion held by Mr. Soliz, Kim Barber, HR, and County Judge Seth Crawford concerning the increase approved in October for Sean Christopherson of \$1.20. When Mr. Christopherson was promoted to Chief Appraiser in 2013, he was promised a \$3.00 raise and was never given it. History was provided since that day, and no \$3.00 raise has been given. His history and work background were discussed along with his quality and worth to the Department and to the County. The request is that Mr. Christopherson be given a 6-step raise from \$30.91 to \$33.00 per hour. Discussion held on promotions included in the work sheets sent to Andy Parks. Ms. Barber recommends that the Court complete the steps at the standard increase, and then reexamine and look at the number of steps. Mr. Soliz is addressing past oversights of promotions that should have been done. Court is the deciding factor.

Discussion regarding Work Sessions

#1 Work session vs County Court agenda placement

#2 Changing the deadline for work session entries and documents

County Counsel Jeff Wilson, Commissioner Barney, and Regina Paul, Paralegal, led the discussion held regarding the Work Session and Court Sessions. County Counsel has shared this information with

County Court at a meeting and presented information on lengthy Work Sessions while the Regular County Court session has nothing.

The second issue is the formal process of the deadline for entries and documents for the work session. Mr. Wilson advised the Court that the idea of the Work Session was not to make a decision unless there is an emergency and work session is not getting a solid paper trail. A long discussion was held regarding what should be on the Work Session agenda and what should be on the County Court meeting agenda. The process of preparation for the meetings was discussed, and the preparation of packets that are having to be prepared with six meetings a month. There was a dialogue of communication discussion on being prepared ahead of time and some things that need to be done to conduct business. Discussion of deadlines for agenda entries and documents so they can be finalized by 4:00 on Fridays. Commissioner Brummer agreed that County Court needs to be the example and back it up.

Discussion was held on transparency of the meetings and the redundancy with the meetings. More deadlines were set. Decisions will be made at County Court and fact finding will be held with department heads at Work Sessions.

New business and communications were discussed. New items at Work Session are for discussion, not for decisions. There should be a presentation time limit established and no decisions made.

ADDITION:

Discussion regarding servers and licensing, and price quotes at a meeting on March 5th. There was one-page purchase order but included many pages in addition. Mr. Blaine discussed posting the information. Mr. Ross discussed the unfilled positions in IT for Jefferson County, and that Mr. Rasmussen, Jefferson County Administration, is open to Crook County doing IT for Jefferson County. Staffing, sharing resources and costs were discussed as well as workload, time framework and management for Crook County. Discussion held regarding the differences in the two counties, the costs, agreements, complexity and stress. Mr. Ross will communicate with Jefferson County and see what they expect. The Court discussed the willingness and interest in having Mr. Ross assist Jefferson County; however, the Court believes it would be difficult and not sure it is the right time.

MOU with PacificSource for Coordinated Care Organization regarding:

#1 Local Public Health Authority

#2 Local Mental Health Authority

Discussion was held on OHA putting out CCOs statewide. PacificSource is going to apply for CCOs. Discussion on Mental Health, no binding of the County to any further continuance to be CCO. Deadlines and effects were discussed.

MOTION:

Commissioner Barney moved to approve the MOU with PacificSource Community Solutions for Coordinated Care Organization—Local Public Health Authority. Commissioner Brummer seconded. Vote was 3-0, motion carried.

MOTION:

Commissioner Barney moved to approve the MOU with PacificSource Community Solutions for Coordinated Care Organization—Local Mental Health Authority. Commissioner Brummer seconded. Vote was 3-0, motion carried.

Following the discussion of the Agenda items and additions in the Open Work Session, Judge Crawford adjourned the Court into Executive Work Session under ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(e) for the purpose of conducting deliberations with person designated by the governing body to negotiate real property transactions.

EXECUTIVE WORK SESSION ITEMS

ORS 192.660(2)(h)

Discussion on Teaters Road.

ORS 192.660(2)(e)

Discussion regarding County's purchase of property.

Following the discussions in Executive Session, Judge Crawford adjourned the Court out of Executive Work Session and into Open Work Session, inviting members of the public into the meeting room.

OPEN WORK SESSION

Motions required following the discussions held in Executive Work Session.

MOTION:

Commissioner Brummer moved to direct staff to contact the County Realtor of Record to discuss negotiations as discussed in Executive Session. Commissioner Barney seconded. Vote was 3-0, motion carried.

MOTION:

Commissioner Brummer moved to direct staff to respond to Ed Fitch's inquiry as discussed in Executive Session. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

Addition: Container for Storage

Commissioner Barney discussed there being a lot of last-minute supplies needed for the completion of the jail. He proposed locating a container on the new jail site for storage and keeping everything together and close to the job. The container will be secured.

Addition: Discussion of RFP

Commissioner Barney discussed with the Court and Counsel an RFP for removal of the house located on the recently purchased property next to the jail.

There being no further business before the Court in this Work Session, Judge Crawford adjourned the Work Session.

Respectfully submitted,
Colleen Ferguson, Crook County Court Secretary

**Crook County Court
Work Session
April 2, 2019 (continued to April 5, 2019)**

The Crook County Court held a Work Session on April 2, 2019 at 9:00 a.m. in the Admin Conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were: Crook County Judge, Commissioners and staff; County Legal Counsels and staff; Department Heads and members of the public.

Judge Crawford opened the Work Session

Crook County and Renewable Energy

Information from Business Development- Oregon regarding renewable energy programs. The County is not interested at this time. Ask for a checkback in one year

Ordinance 310 Amending CCC Chapter 17 re: Road Design Standards

This ordinance is amending a county code adopted in 2003 regarding roads policy and sagebrush subdivisions approved prior to land use regulations. Some roads were not dedicated and some roads that developers did not record or record easements. In 2003 , site plans were allowed for approval without legal access. Ordinance 310 will approve pre 197 properties without access or 60 foot right of way, but not subdivisions. Discussion held on what is considered legal access.

Budget Update

CFO Jeff Caldwell presented information on the General Fund departments. Discussion regarding errors in the unemployment tax formula and corrections that will be made, estimate of revenues shifting to 2020, budget chart with unemployment tax corrections, new positions in departments; and spending of ABHA funds before the end of the fiscal year. Information on transfers in for jail beds, vacancies at the library, and discussion on how to move forward without using reserves. The Court discussed employees and benefits, the individual departments, withdrawals of hiring authorizations for additional employees, proposed reduction in personnel; difficult reductions in Sheriff's office, options, and finding different scenarios and options. The Pilt funds were reviewed. Discussion held on the taxes coming into the County and advising the public of what services can be provided with the funding coming into the County. Commissioners want to keep the mandated positions.

ADDITION:

County Assessor, Jon Soliz, provided information regarding the IGA with Lane County, the software support Lane provides, and the lack of good service. The support costs have increased and the support staff has lost two key people. Discussion was held regarding the implementation of Helion software and the costs very close to the same. Lane County is thinking of ending the support agreements soon, so Mr. Soliz has spoken with IT regarding replacement services. Mr. Soliz advised the Court of the loss of one employee, her scope of work, and the good job she had done cleaning up data.

Following the discussion of all agenda items on the Open portion of the Work Session agenda, Judge Crawford adjourned the Court into Executive Session under ORS 192.660(2)(e) for the purpose of

conducting deliberations with persons designated by governing body to negotiate real property transactions and ORS 192.660(2)(h) to consider preliminary negotiations regarding trade of commerce in which you are in competition with other states or nations.

EXECUTIVE SESSION

ORS 192.660(2)(e)

Discussion regarding a proposed purchase of County properties and the request to make improvements, lease options and purchasing of County property.

ORS 192.660(2)(h)

Discussion regarding a final decision draft, remand hearings, time frames, “on the record” hearings, and assignment of errors.

Following the discussions of the matters in Executive Work Session, Judge Crawford adjourned the Court out of Executive Session and into Open Work Session, inviting members of the public into the meeting room.

OPEN WORK SESSION

There were no decisions made and no motions required following the Executive Session. Judge Crawford continued the meeting to 1:05 on April 5, 2019.

CONTINUED from April 2, 2019

April 5, 2019 1:05 p.m.

Judge Crawford opened the Open Work Session and adjourned into Executive Work Session under ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by governing body to negotiate real property transactions

EXECUTIVE WORK SESSION

ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by governing body to negotiate real property transactions

Court members and staff; Legal staff, Planning Director Ann Beier were all in attendance.

Discussion continued from previous Work Session Executive Session to discuss the license, the title report, note and trust deed, property acreage, no partition application, surveying and possible revised legal description, and closing plans of the property purchase.

ORS 192.660(2)(e)

Separate discussion regarding a Solar project, options, easements and agreements.

There being no further matters before the Court in Executive Work Session, Judge Crawford adjourned the Court out of Executive Work Session and into Open Work Session.

OPEN WORK SESSION

There were no decisions or motions to be made following the discussions in Executive Work Session.

Judge Crawford adjourned the April 2, 2019 continued to April 5, 2019 Work Session.

Respectfully submitted,

Colleen Ferguson, Crook County Court Secretary.

**Crook County Court
Work Session
April 23, 2019**

The Crook County Court held a Work Session on April 23, 2019 at 9:00 a.m. in the Admin Conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were: Crook County Judge, Commissioners and staff; County Legal Counsels and staff; Department Heads and members of the public.

Judge Crawford opened the Work Session at 9:00 a.m.

Spring Supplemental Budget Discussion (Order 2019-13)

County CFO Jeff Caldwell explained Order 2019-13, and the foundation of the County budget for going into the next year. He thanked all Department Heads for their assistance. Mr. Caldwell presented information on all the Departments address in the Order, and the purpose and amounts. There will be a public hearing for the proposed supplemental. Budget Committee member Laura York said she appreciated all the explanation and the simplification of the budget.

Decennial Census Overview

Nickolas Brown, Partnership Specialist for the Census Bureau out of Redmond, provided an overview of the upcoming census, with the need to have someone from Crook County to work with him to form a committee to cover the entire area. He provided the reasons of the importance of the accuracy of the census for additional federal funding, redistricting based on population, impact on the representation of our communities, and the options to respond on-line, mail or in person. Mr. Brown provided information on the simple questions for the county, the protection of information and confidentiality, the census prepared for those with and without citizenship. He discussed the local people that would be hired, the IDs to be provided, the recruitment requirement form and the pay of \$14.50 to \$16.00 per hour. Mr. Brown explained that it is very important for Crook County as they are the county with the highest growth in the State. Committee is completely volunteer with citizen trust. The addition of a County Court member would be a great help. Mr. Brown provided contact information in the packet he provided.

ROW Underground Easements

Casey Kiser, City of Prineville, presented the desire of the City for a couple of easements that involve the donated property to the Fairgrounds and the Parks and Rec property. Mr. Kiser provided design layouts. Actual language of the agreement was discussed.

Proposed Fee Increases for On-Site (septic) program

Planning Director, Ann Beier, presented fee increases proposed for septic (Environmental Health). These fees are for site evaluations and repair permits. Discussion was held regarding the different costs of doing business in different counties. Crook County's fees are lower than surrounding counties. The Court discussed the need to justify all raises in fees. Ms. Beier will be on the County Court meeting with all the fees set for Court's review.

Amendment to PacificSource Mental Health Programs

Laura Placek, Lutheran Community Services NorthWest, brought the Amendment to PacificSource Mental Health Programs agreement for legal review. Changes were discussed.

MOTION:

Commissioner Barney moved, and Commissioner Brummer seconded to approve the amendment to the PacificSource Mental Health Programs. Vote was 3-0, motion carried.

ADDITION: CAFFA GRANT

County Assessor Jon Soliz presented information regarding the CAFFA grant due May 1st. He discussed the expenditures, the FTE information and vehicle section, and he will get specifics regarding the appraiser salary changes to the Court prior to approval.

Following the discussions held for the agenda items and additions, Judge Crawford adjourned the Court out of Open Work Session and into Executive Work Session under ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions, and ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

ORS 192.660(2)(h)

Discussion regarding Union Contracts and compensation study, the negotiation dates, and compensation going forward, good contracts and good faith.

ORS 192.660(2)(h)

Discussion regarding employee termination.

ORS 192.660(2)(e)

Discussion regarding Solar projects, substation siting, and values of property.

ORS 192.660(2)(i)

Discussion regarding a retirement of an employee and a contracted person to fill the position until the positions is filled with a permanent County employee.

ORS 192.660(2)(h)

Discussion regarding Teater's Road.

There being no further matters to be discussed in Executive Session, Judge Crawford adjourned the Court out of Executive Work Session and into Open Work Session.

OPEN WORK SESSION

One motion was required upon entering the Open Work Session

MOTION:

Commissioner Brummer moved to direct staff to continue as discussed in Executive Session. Judge Crawford seconded the motion. Vote was 2-0, motion carried. Commissioner Barney was unavailable for the vote.

There being no further business before the Court at this time, Judge Crawford adjourned the Work Session.

Respectfully submitted,

Colleen Ferguson, Crook County Court Secretary

**Crook County Court
Work Session
April 30, 2019**

The Crook County Court held a Work Session on April 30, 2019 at 9:00 a.m. in the Admin Conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were: Crook County Judge, Commissioners and staff; County Legal Counsels and staff; Department Heads and members of the public.

Judge Crawford opened the Work Session at 9:00 a.m.

Equipment RFP/ Purchase Recommendation

Roadmaster Bob O’Neal presented information regarding the purchase of a new roller for the Road Department and the budgeted \$40,000 for the roller. The truck came in for less. He discussed the RFP and the lack of response due to mileage. He would like to talk with Pape regarding the equipment. The County can authorize negotiation as the only bidder. This matter is scheduled to come before the County Court tomorrow, May 1, 2019, at the County Court meeting.

CAFFA Grant—Obtain signatures

County Assessor Jon Soliz presented information regarding the CAFFA grant and the discussion previously. He explained the distribution of CAFFA funding for the 36 counties of the state. Mr. Soliz also shared with the Court the State compliment received regarding Sean Christopherson and his reports as the best in the state. Mr. Soliz explained the decreases and increases in the office operation and the different portions and forms of the CAFFA grant.

MOTION:

Commissioner Barney moved, and Commissioner Brummer seconded to approve the CAFFA Grant Application. Vote was 3-0, motion carried.

Additional discussion was held regarding staffing needs, and due to budget restrictions, unable to accommodate at this time.

Fiber Network

Information provided regarding TDS Fiber Network Provider and the service contract. Contract reviewed, issues discussed and ability to move forward with the contract as written. Damage limitations, contract time frame of 5-years, timelines for catching problems and confidential pricing were discussed. LSN will be contracted to provide redundant lines. The one-time entire contract termination penalty is contrary to Oregon Law, and the ability to change price of contract. County wants the 5-year contract locked in . Pushback discussion with provider will be held.

HVAC Bids for New Admin Bldg. (Court Street)

Commissioner Barney discussed the three bids for the HVAC system for the building located at 203 NE Court Street. Prineville Heating and Cooling was the low quote. Three units will cover everything in the building and provide the ability to have different climate areas.

Draft FY2020 Budget/ Fiscal Policy

CFO Jeff Caldwell presented binders for entire FY20 Budget and Fiscal Policy. Information was provided and discussed on reserve, policies, capital services, capital threshold, and phasing in the percentage on the 3-year program to 2022. This portion of this meeting will be continued at 1:00 p.m. for complete review of the proposed budget for 2020.

Following the discussions in Open Work Session, Judge Crawford adjourned the Court into Executive Work Session under ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed; ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions; ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection and ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer of a public body, a public officer, employee or staff member who does not request an open hearing.

EXECUTIVE WORK SESSION

ORS 192.660(2)(h)

Information provided and discussed regarding a code compliance case of property located on Vista View.

ORS 192.660(2)(e)

Discussion regarding additional removable structure to be installed on a staging area and the requirements surrounding the planned installation and the use of the area following the expiration of the leased staging area. *This matter may also be discussed following the completion of the County Court session on May 1, 2019.*

ORS 192.660(2)(e)

Discussion regarding a County owned foreclosed property that was put up for auction and not purchased. Property is now listed with Realtor of Record Mike Warren with a standard listing agreement.

5-minute break

ORS 192.660(2)(f)

Discussion regarding the retirement of a County employee and the individual that will be contracted to fill the position until the position is filled.

ORS 192.660(2)(i)

Discussion on an employee issue, the problem of meeting in person or by phone with the individual due to ongoing issues, and no contact from the individual when County departments have reached out. There is the need for Admin to reach out to staff in the affected department for support, and to continue the contact with CIS, county insurance coverage, and following the directions and steps as provided by CIS.

Judge Crawford adjourned the Court out of Executive Work Session at this time to continue the meeting in Open Work Session, inviting members of the public into the meeting room.

OPEN WORK SESSION

The Court was advised that one motion would cover all the individual matters as discussed in Executive Work Session.

MOTION:

Commissioner Brummer moved to direct staff to move forward as discussed in Executive Work Session. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

12:10p.m. Break, continue meeting at 1:00 p.m.

Judge Crawford reconvened the Open Work Session at 1:10p.m. for continued discussion that began in earlier Work Session with County CFO regarding the County budget FY2020.

CFO Jeff Caldwell provided an agenda for the upcoming Budget Committee meetings to be held on May 22, 23 and 29, 2019. Laura York will Chair the meetings; the topic will be approving Fiscal Year 2019-20 Budget with Meeting Facilitator , Jeff Caldwell, County CFO and Budget Officer. Committee members: County Judge Seth Crawford, County Commissioner Jerry Brummer; County Commissioner Brian Barney, Laura York, Diana Ewing, and Steve Forrester. Additional attendees: Debbie Palmer and Colleen Ferguson.

Departments providing additional information will have briefings, 20 minutes each.

During today's presentation, Mr. Caldwell provided extensive information on the budget for County departments, revenue, personnel expenses, expenditures and additional information pertaining to individual departments.

Following the presentation, Judge Crawford adjourned the Work Session.

Respectfully submitted,
Colleen Ferguson, County Court Secretary

**Crook County Court
Work Session
May 7, 2019**

The Crook County Court held a Work Session on May 7, 2019 at 9:00 a.m. in the Admin Conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were: Crook County Judge, Commissioner Brummer and staff; County Legal Counsels and staff; Department Heads and members of the public. Commissioner Barney was absent.

Judge Crawford opened the Work Session at 9:00 a.m.

Demolition of 442 2nd St./ Discussion

Assistant County Counsel Eric Blaine provided information on the demolition of the property and house at 442 2nd St to extend the Jail property. One bid was received from SMAF at \$15,902.84. Paulson Environmental is to survey for asbestos, and Commissioner Barney has contacted someone to do remediation for under \$10,000.

MOTION:

Commissioner Brummer moved to accept the bid from SMAF at \$15,902.84 and sign the contract outside of Court. Judge Crawford seconded. Vote was 2-0, motion carried. SMAF has requested that the County shut off all utilities. Possession of property by May 14th.

Announce Successful Bidder of RFP for Body Scanner Purchase

Information provided regarding the RFP for a Body Scanner to be delivered and installed by June 1. Two bids were received. Adani Systems of Conroe, Texas's bid of \$148,725. is not in compliance and deficient. Tek 84 of San Diego, California's bid of \$149,000 is not in compliance and was delivered late. Committee recommended award to Tek 84. ABHA remaining funds will cover the cost.

MOTION:

Commissioner Brummer moved to award the bid for the LE Body Scanner to Tek 84 of San Diego, California at \$149,000. Judge Crawford seconded the motion. Vote was 2-0, motion carried.

Fiscal Policy

CFO Jeff Caldwell presented updated information on the Tyler training on HR software next week. Update on budget books and the language changes the committee will find within the book. Fiscal year 2022 will bring full implementation of software. Information was provided on the different pieces of the budget and the time and costs involved. Information on certification, rate stabilization plans, reserve policies, expenditures, debt service, and software updates were discussed.

SAIF Letter—Funding PERS

Discussion regarding the SAIF Letter regarding the funding of PERS was discussed along with the State's shuffling of funds. Judge Crawford asked that the letter be rewritten prior to signature.

MOTION:

Commissioner Brummer moved to direct staff to prepare a letter similar to Yamhill County's letter and authorize signature outside of Court. Judge Crawford seconded the motion. Vote was 2-0, motion carried.

Professional Services Contract and Full Disclosure Letter

County Counsel Wilson provided information for the Professional Services Contract for Will Van Vactor to provide legal services following the retirement of Mr. Wilson. The proposed fee is \$125.00 per hour plus \$95.00 for travel. Mr. Van Vactor provided a letter regarding his current representation in a land use case, and requesting he be able to continue that representation while providing services to the County. If that is not possible, he will transfer the case to another attorney. After signature of the contract, Mr. Van Vactor will begin providing services to Crook County.

MOTION:

Commissioner Brummer moved to approve the Professional Services Contract with Will Van Vactor and approve the full disclosure and consent letter. Judge Crawford seconded the motion. Vote was 2-0, motion carried.

Following the completion of discussions regarding the Work Session agenda items, Judge Crawford adjourned the Court into Executive Session under ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to litigation or litigation likely to be filed and ORS 192.660 (2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE WORK SESSION

ORS 192.660(2)(h)

Discussion regarding replat of phase 5 of a destination resort and request for a waiver of bond.

ORS 192.660(2)(h)

Discussion regarding the waiver of bond for an upcoming musical event and raising the cash deposit.

ORS 192.660 (2)(e)

Discussion regarding a non-exclusive easement for public use, the survey and costs, and the lease involved with the project.

ORS 192.660(2)(h)

Discussion regarding rescheduling a meeting on a personnel issue and options involved.

Following the discussions involved with the matters in Executive Work Session, Judge Crawford adjourned the Court out of Executive Work Session and into Open Work Session, inviting members of the public into the meeting room.

OPEN WORKSESSION

One motion required to address all topics discussed in Executive Work Session.

MOTION:

Commissioner Brummer moved to direct staff to proceed as discussed in the Executive Work Sessions. Judge Crawford seconded the motion. Vote was 2-0, motion carried.

County Foreclosed Property

A brief discussion was held regarding a piece of County owned foreclosed property. Realtor of Record has contacted the Court to advise them that several people are looking at the property and more offers are expected.

There being no further business before the Court, Judge Crawford adjourned the Work Session.

Respectfully submitted,

Colleen Ferguson, Crook County Court Secretary

Minutes of the May 14, 2019 County Work Session

BE IT REMEMBERED that the Crook County Court convened at its weekly County work session held at 9:00 a.m. on May 14, 2019. The meeting was held at 203 NE Court Street, Prineville, OR. The persons in attendance were: Judge Seth Crawford, Commissioner Jerry Brummer, Commissioner Brian Barney, County Assessor Jon Soliz, GIS Director Levi Roberts, County Treasurer Debbie Palmer, County Chief Financial Officer Jeff Caldwell, County Landfill Manager Jeff Merwin, County Counsel Jeff Wilson, Ass't County Counsel Eric Blaine, Janelle Ruehl, and Amber Toomey.

- Janelle Ruehl, representing the Central Oregon Intergovernmental Council, presented information on COIC's efforts on the Firewise Communities' Program.
 - Dry Creek Airpark was the County's first Firewise Community, certified in 2018. Red Cloud subdivision is in the process of achieving certification.
 - Brasada Ranch, Running Iron, and West Powell Butte Estates subdivisions have all expressed interest in applying for certification.
 - Ms. Ruehl requests that the County extend the duration of the Firewise program activities to December 31, 2019. No additional funds are requested.
 - Commissioner Brummer moved to extend the program's duration to December 31, 2019. Commissioner Barney seconds. Motion passed 3-0.
- County Landfill Manager Jeff Merwin presents on the Landfill's budget planning with options on revenue management.
 - Discussion on 15-year financial plan including CPI projections, capital improvements, and potential deficits and surpluses.
 - Mr. Merwin is in the process of obtaining price quotes for additional pollution insurance policies.
 - Discussion on rate changes, and when to implement the changes, and how to promote the use of garbage collection services.
 - Discussion on current estimates as to the expense to excavate a new cell, and projections on the useful life of Cell 3.
 - Discussion on recent changes in Deschutes County, with Redmond's transfer station approximately 4-5 years away from operation.
 - Estimate for requiring the lining and use of Cell 5 is approximately eight years away, based on the current collection rate of approximately 36,000 tons of rubbish per year.
 - Judge Crawford would to find additional revenue streams.
 - Discussion on collection and dumping rates. Prineville Disposal has increased their rates by about \$30.00 over the last 15 years. Crook County had not had a rate change in the nine years prior to January.
 - Discussion on privatizing the landfill, and the likelihood that this may increase costs for the taxpayers, compared to the possibility of a good sale price during times of positive economic growth.
- County CFO Jeff Caldwell presents on draft fiscal policies and recent revisions.
 - Revisions discussed to capital improvement policies, accounting and financial reporting policies, debt policies, and reserve policies.

- Budget packets will soon be distributed to budget committee members.
 - There being no further revisions proposed to the fiscal policies, Mr. Caldwell will finalize the document and distribute them to the committee.
- Amber Toomey, Central Oregon Trail Alliance, asks for authorization to start building bicycle trails along the rim overlooking Prineville.
 - Jeff Wilson distributes a draft lease, based upon the current lease agreement in favor of COTA. This draft will need a refined legal description.
 - In the event of a dispute over where the rim begins and ends, the lease would reserve the determination to the County.
 - Ms. Toomey states that the Crook County Parks and Recreation district will take over the operation of the lease, at least as far as liability management.
 - Ms. Toomey will take the draft lease to the Parks and Rec board, and if they approve it, the County will schedule the lease for the next available regular meeting.
- The agenda item discussing the splashpad will be rescheduled for another meeting, as the presenters were unable to attend today.
- County Assessor Jon Soliz discusses recent issues involving a cartography resource-sharing agreement with Jefferson County. Some issues have arisen involving service, and meeting ORMAP standards.
 - Mr. Soliz has reached out to others to explore alternatives, and will report back to the County Court once he learns more.
- Discussion on 911-program. Mr. Roberts is gathering information regarding OEM grant and funding sources, and will return at a later meeting with an update.
- Discussion on designating an individual as the “Authorized Person” for the County’s security monitoring contracts. This role will place individuals into one of several user categories and may, in certain circumstances, be contacted by East Cascade Security in the event of an alarm.
 - Discussion on the “Responsible Person” role, and its duties. The Maintenance Director will be named to this role.
 - The County Judge will be named as the Authorized Person.
- Discussion on current projects involving the IT department and next steps.
 - Currently, the IT department is short two staff members, meaning that they are focusing their attention on maintaining existing infrastructure rather than planning new projects.
 - The proposed fiber network contract is set to be considered at tomorrow’s regular County Court meeting.
 - Discussion on individual department’s internet needs and possible sources of internet connections.
 - Given the current short-handedness of the IT Department, the County will postpone the consideration of the fiber network contract for approximately six months, and discuss options with the County’s current services vendor regarding the transition plans.
- CFO Jeff Caldwell and Treasurer Debbie Palmer discuss the current state of the implementation of the Tyler Munis program.

- The current go-live date for the finance office is July 1, 2020, and for HR and Payroll is January 1, 2021.
- Discussion regarding inadequate service from the project manager assigned by Tyler. Today's meeting was less professional than ever.
- Judge Crawford and Mr. Caldwell will contact Tyler today, to ask that the transition to a new project manager to made promptly.
- Discussion on renovations at the new offices at 203 NE Court Street. Currently undergoing a rewiring process. The contractor has asked for one point of contact to resolve any questions that arise.
- Discussion on IT wifi at the Crook County RV Park. Mr. Roberts has been conferring with Duane Garner at the Crook County Parks and Rec board regarding the implementation schedule.
- Discussion on the proposed scanning project in the Community Development department – the IT department will be upgrading the ports to facilitate this project.
- Discussion on the proposed scanning project for tax statements/checks. The ports will also need to be updated.
- Judge Crawford asks Levi Roberts to speak to James Wilson, City of Prineville, regarding server updates. Mr. Roberts stated that Mr. Wilson has recommended an outside audit to determine who has access through the County's IT system.
- Update on the foreclosed Fairview property. Many offers to purchase from the County have been received.

Meeting adjourned.

Respectfully submitted,
Eric BLaine

**Crook County Court
Work Session OPEN
May 28, 2019**

The Crook County Court held a Work Session on May 29, 2019 at 9:00 a.m. in the Admin Conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were: Crook County Judge, Commissioners and staff; County Legal Counsels and staff; Department Heads and members of the public.

Judge Crawford opened the Work Session at 9:00 a.m.

Model Code Text Amendment—Ordinance 309

Planning Director Ann Beier and Planner Katie MacDonald discussed the changes to the Code that will be created by Ordinance 309. Changes were presented including information regarding Measure 37 and 49 changes. Some items in the code do not have presence in the County, others are additions or retentions. Changes are for both EFU and Forest zones. The goal is to allow more flexibility for landowners use of their property and to be less restrictive from the beginning. Once approved, the changes will become effective immediately. Discussion and clarification were held. Questions were asked about Measures 37 and 49.

13th Street

Roadmaster Bob O’Neal presented information on 13th street that needs to be cleaned up regarding road status. Hodgepodge of City, County and private ownership. He asked for general discussion of history and how it came to be like it is now. County Clerk Cheryl Seely will look at the records to see if 13th street was dedicated at any time. Roadmaster Bob O’Neal will start conversations with the City and bring this matter back to Court.

Status Update

Jeremy Thamert, Facilities Director, provided an update on the move of Admin out of the Courthouse and remodel of the new Administration building at 203 NE Court. Next project will be the transition of the old Admin office for use by Community Development inspectors. He discussed the demo plans for walls and safety. Engineers will review the plan.

Power bill Dispute at New Jail

Discussion regarding the three electrical meters with one idle since April at the new jail, and the \$711 per month bill for 18 months as a “stand-by” fee. That meter has now been relocated and is being used. The demand fee is huge, and the agreement was made before Jeremy was in this position. He would like to look into a partial refund. He will investigate the electrical service connectors.

Approve Standardized Hourly Payment Schedule

A general discussion was held of how to disseminate information to department heads, field questions, and clarify for specific questions regarding hourly payment schedules. The process will be effective with the check from 6/16 to 6/30 . This will be placed on the Department Head discussion at the next meeting.

MOTION:

Commissioner Brummer moved, and Commissioner Barney moved to standardize the hourly payment schedule. Vote was 3-0, motion carried.

MORNING "PERK"

Jeff Caldwell asked about the County hosting a morning Perk for the Chamber at the Jail after it is done, but before the opening. Commissioner Barney will check into that.

Vacation Pay Request/Tracking

Commissioner Barney and HR Director Kim Barber discussed a new vacation pay request/tracking process beginning at the Department Head level, and then the Department Heads to manage their own staff. Discussion was held regarding a calendar for tracing and reference. The workflow was presented by Ms. Barber (no copy for packet). FMLA/OFLA matters will go to HR. There are a lot of questions about specifics of workflow and they will need to be clarified if this process is adopted. Communication is the most important thing. This will be added to next Department Head meeting agenda.

Discussion was held regarding implementation of Tyler Munis/Payroll Software. The plan is for this to take place and fill many gaps in communication. There will be no need to reconcile time sheets with request for time off. This will only go to a liaison if there is a discrepancy.

Non-traditional Role Development

Discussion regarding the process for reviews and approval of non-traditional roles.

Mediation Procedure

Discussion of chain of complaints by employees and changing the culture so employees do not go straight to a Court member.

Added: Bob O'Neal would offer for the Road Department to manage the small fleet, to repair, maintain, manage reservations, titling and registrations, insurance, keys, etc. It appears that the fleet will be located at the Road Department for the foreseeable future, so it makes sense to them, and the Road Department is willing to take the responsibility. Commissioner Brummer recommends that it be further discussed, but that it does make sense to him.

Drone Purchase/Inventory Project?

After discussion of Open Work Session agenda items, Judge Crawford adjourned the Court into Executive Session under ORS 192.660(2)(d).

ORS 192.660(2)(d) Discussion regarding non-union wages brought to pay scale, no response from union rep, effective July 2019. Discussion of how to move forward since there was a wage study and there is a need to use wages prior to the wage study.

ORS 192.660(2)(d)HR Kim Barber discussed the IT applications received. Levi Roberts has really stepped up. Seamless transition. Discussed precedents set in the Treasurers Office and the Road Department. Wages discussed.

Judge Crawford adjourned out of Executive Session and into Open Work Session inviting members of the public into the meeting room.

Judge Crawford convened the Court into Open Work Session.

Added: NeighborImpact Board member

Chad Carpenter of NeighborImpact wants a County Court member on the Board. Judge Crawford is asked to consider it. He wants to know if we can get a liaison to serve.

Added:

Cheryl Seely advised the Court that the new voting system worked very well, quick and efficient in the last elections.

Added:

Cheryl Seely is serving on the CCF but does not think it is a great fit for her. She might be interested in the Neighbor Impact Board if someone can be found for her spot on CCF.

Added: IT Interim position

Discussion of Levi's interim dates and performance. He has done a great job of taking responsibility, and at the same time being clear about the extent of his knowledge and skill. Mr. Roberts is not interested in applying for the IT Director position. Ms. Barber recommends a partial pay increase in the interim.

MOTION:

Commissioner Barney moved and Commissioner Brummer seconded to approve the partial pay increase for Levi Roberts while serving as interim IT Director. Vote was 3-0, motion carried.

Added: HR Employee:

Ms. Barber discussed the move of Keity Crimson from Finance to HR. Her job title and pay should be updated, her role and responsibilities have changed. She now manages all the employee benefit and receives kudos as feedback from County staff and others. She recommends a raise to \$26.07. Legal, Road Department and County Admin all praise Keity for her good work. The open enrollment was easy, and the retirement process was smooth.

MOTION:

Commissioner Brummer moved, and Commissioner Barney seconded to approve the wage increase from \$22.00 to \$26.07. Vote was 3-0, motion carried. P.A. was signed at the meeting.

Added:

Jeff Wilson will send out an email regarding his "transition." Will Van Vactor will cover part time in the Legal office.

Added:

The Fire Department now needs a different area to do their trainings due to the splash pad area development. Discussion held regarding leasing other areas.

There being no further matters to be brought before the Court at Work Session, Judge Crawford adjourned the meeting.

**Respectfully submitted,
Colleen Ferguson, Crook County Court Secretary**

**Crook County Court
Work Session OPEN
June 11, 2019**

The Crook County Court held a Work Session on June 11, 2019 at 9:00 a.m. in the Admin Conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were: Crook County Judge, Commissioners and staff; County Legal Counsels and staff; Department Heads and members of the public.

Judge Crawford opened the meeting.

Mental Health Authority of County—Telephone Conference with Andy Smith from AOC/ HHS(Health and Human Services

Discussion regarding rules of PacificSource as CCO, new bills, statues, and local Mental Health Authority. Discussion regarding ORS 414.153 where it relates to Community Mental Health and Public Mental Health, agreements and CCOs. State money goes to CCOs and then on to County. Discussion held on coordinated planning, support, and withdrawal of support if not partnering. Discussion held on liability, the possibility of the County operating the Mental Health operation, and all the specifics involved.

Assessment—Destination Resorts/ Other

Planning Director Ann Beier and Assessor Jon Soliz presented information regarding converting destination resorts from farm deferral, destination resort overlays, and the land scheduled as a destination still be used to graze cattle.

Ms. Beier discussed the CCCD budget for the remodel and moving of the inspectors into the former Administration Office area. Information was also presented regarding additional temporary staff.

Final 2018-19 Supplemental Budget

CFO Jeff Caldwell presented the facts, figures, information regarding individual departments, and all specifics to the Final Supplemental Budget Order that will be coming to the Court for approval.

ADDED: Commissioner Brummer discussed the need to stay involved in the Eastern Oregon Counties Association. Discussion regarding lottery funds review next week. Commissioner Barney discussed the invoices received from DLR regarding the new jail.

Computer Replacement Fund

Discussion held regarding the computer replacement fund that is now in a deficit position. CFO Caldwell has advised GIS Manager Mr. Roberts to not purchase from this fund. Three years ago, the fund started to be used for equipment for new staff on board. The IT Director thought its intent was to receive reimbursement for the computer equipment from the departments, but that was never put in place, leaving the fund dwindling.

New Administration Office Cleaning Specifications

Discussion regarding janitorial needs for the new Administration building. Also discussed was back payments to the janitorial company for the time spent on the new admin facility and the move of the office.

ADDED:

Discussion regarding Facilities Department and staffing

Jeremy Thamert, Facilities Director, discussed staffing requirements in his department, temporary positions in the summer, and skill set. Discussion held regarding hiring a lawn service.

ADDED:

Relocation of Sheriff's Office Flagpole

Discussion regarding removal and replacement of the Sheriff's Office old flagpole to the Administration Office.

No further discussions.

Judge Crawford adjourned the Court out of the Work Session.

Respectfully submitted,
Colleen Ferguson, Crook County Court Secretary.

**Crook County Court
Work Session
July 23, 2019**

BE IT REMEMBERED THAT the Crook County Court met in a weekly Work Session on July 23, 2019 at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754. In attendance were: Judge Seth Crawford; Commissioner Jerry Brummer; Commissioner Brian Barney; Interim Counsel Will Van Vactor; Assistant Counsel Eric Blaine and Court Secretary Colleen Ferguson.

Members of the public in attendance: Amos Madison, Powell Butte; Roadmaster Bob O’Neal; Planning Director Ann Beier and Legal Department Paralegal Regina Paul.

Amos Madison Post Office Box Issue—Powell Butte area

Roadmaster Bob O’Neal presented information regarding the mailboxes located off Riggs Road. On the road there is 55 mph limit. Area residents represented by Amos Madison, would like to relocate the mailboxes to Red Cloud Lane. Discussion held regarding the lack of visibility, the safety issue, the speed of the traffic driving on Riggs Road that does not slow down, the concern regarding the children getting off the school bus and checking the mail. The Court is asked to support the planned relocation. Amos Madison provided an overview of the 8 homes developed, the County right of way and drainage, the 60-foot easement on Red Cloud, and the Postmaster refusal to relocate. County Roadmaster does not like any mailboxes on Riggs. The boxes are a danger for cars as well. The Court agrees with the letter of safety support. Mr. O’Neal will write the letter for the Court’s support.

MOTION:

Commissioner Brummer moved to have the Court sign the letter written by County Roadmaster Bob O’Neal regarding the need to relocate the mailboxes from Riggs Road to Red Cloud subject to Legal Counsel’s review. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

Golf carts on Brasada Roads and crossing of Alfalfa Road

Discussion held with Marrisa Rainey and Karen Smith, Brasada Resort, and Planning Director Ann Beier regarding use of street licensed golf carts that would operate on Alfalfa Road and Brasada property. This is a developer and owners generated request and recognizing this is the use of a non-traditional vehicle. These would be covered under the Association insurance umbrella and would be approached from the safety factor. Maps regarding the main and secondary crossings were provided. Information provided regarding the Homeowners Association, the use of the carts for crossing only, not running on roads, the Roadmasters concern of the operation of the carts on Shumway and Alfalfa, the laws, the fines, the risks, and the reason for the request being that Brasada has property located on both sides of Alfalfa Road. Discussion regarding jurisdiction, liability and protections. Further discussion held on the counties’ liability and responsibility. No decision made.

Waste Rates at the Landfill

Landfill Manager Jeff Merwin provided information on the proposed Landfill fee schedule to correct the two area regarding poundage and costs. This does not have an effect for people with under 600 pounds of waste.

It does affect the developers and Commercial haulers and is a significant hit. Costs were discussed for the local landfill vs Knott, Douglas and Lake County. This would raise the fee schedule with a 14% to 28% increase. Mr. Merwin recommends 10 as the increase this year and reassessing next year.

It has been 9 years since raising the costs. Discussion was that \$15 would not hurt the smaller individuals loads. Mr. Blaine will meet with Mr. Merwin and draft an Order for August 7th.

Discuss AIA B104 Contract with Steele and Associated.

Commissioner Barney presented a letter from Precision and the contract with Steele and Associates. This is regarding the Helibase agreement and Task Order #3.

MOTION:

Commissioner Barney moved to accept Precision Approach proposal. Commissioner Brummer seconded. Vote was 3-0, motion carried.

MOTION:

Commissioner Barney moved and Commissioner Brummer seconded to approve Steele and Associates for the Helibase project. Vote was 3-0, motion carried.

After addressing all the discussion items in the Open Session portion of the Work Session agenda, Judge Crawford adjourned the Court out of Open Session and into Executive session under ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

ORS192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

Discussion regarding possible partitioning of County property in the Tax Lot 300 up on the grade. Options discussed regarding use and size of parcels.

ORS192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

Discussion regarding a quarry that may be put on the market.

ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Discussion regarding expenses and revenue of treatment facility.

ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Discussion regarding allegations against an employee.

ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Discussion regarding a pre-Tort Claim notice regarding a committee member.

11:57 a.m.

At this time, Judge Crawford adjourned the Court out of Executive Session and into Open Session, inviting members of the public back into the meeting room.

Open Session

There was one motion to be made following the Executive Session.

Motion

Commissioner Barney moved to direct County personnel to move forward as discussed in Executive Session under ORS 192.660(2)(e) real property and ORS 192.660(2)(h) legal. Commissioner Brummer seconded the motion. The vote was 3-0, motion carried.

Judge Crawford adjourned the Work Session at 12:00 noon.

Respectfully submitted,

Colleen Ferguson

Colleen Ferguson, Crook County Court Secretary

CROOK COUNTY WORK SESSION
203 NE COURT STREET, PRINEVILLE, OR
Tuesday November 5, 2019 at 9a.m.

BE IT REMEMBERED THAT the Crook County Court met in a regularly scheduled Work Session on November 5, 2019 at 9:00 a.m. in the County meeting room located at 203 NE Court Street, Prineville, Oregon 97754. In attendance were: Judge Seth Crawford; Commissioner Jerry Brummer; Commissioner Brian Barney; Counsel Eric Blaine; Counsel Will Van Vactor and Court Secretary Colleen Ferguson.

Members of the public in attendance: Roadmaster Bob O’Neal; Clerk Cheryl Seely; GIS Manager Levi Roberts; IT Director Troy Poncin; Compliance Officer Louis Seals; Airport manager Kelly Coffelt; Facilities Manager Jeremy Thamert; HR Keity Crimson; Planning Director Ann Beier; Treasurer Debbie Palmer; BLM Supervisor Dennis Teitzel and Forest Service Supervisor Shane Jeffries.

The media receives monthly notification of the weekly work sessions.

Regular Work Session Items

<i>Requester’s Name</i>	<i>Matter</i>
	Airport Project Update
1	Kelly Coffelt
	Airport Manager Kelly Coffelt provided an update on Airport Projects and grants. Included were: the Fuel System; Runway 28 Threshold; the new grants, Core grants for matching funds for FAA grants for construction and mitigation of the Wagon Trail; Aquifer storage and well drilling; Review of Land Leases, minimum standards, rates and appraisals; closing out of the Apron project and core grant along with it; remainder of runway project is scheduled for 2021; Trusses going up on the Helibase; small changes, 90 degree turns from hangar to runway due to shortening of runway and the many other changes involved.
	Website Design
2	Troy Poncin Levi Roberts
	IT Director Troy Poncin and GIS Director Levi Roberts provided information on the Website Design and Rebuild. Presented was information on website color, font, ADA accessibility, translation options, menu; featured information pane, latest news; reduced submenus; individual sites and background options for changing.
	Jennifer King from WHA Insurance re Workers Compensation
3	Keity Crimson
	Keity Crimson and Kim Barber, HR, and Jennifer King, WHA Insurance presented information on the relationship built with WHA and Jennifer King on Workers Compensation. Jennifer King explained her offer: She is relationship based, works only Workers Comp, 12 years reaching the needs of members; works closely with claims, underwriting and rating; and will take 8 % of the standard premium and do the WC work instead of the current

plan that pays Prineville Insurance and County Employee Keity Crimson does the work. There would be no change for Prineville Insurance except for the 8%.

Discussion held regarding the County paying the 8% to Prineville Insurance all this time and doing all the work. Through WHA, Ms. King will provide both education and services.

Mr. Blaine provided information on submission of a letter to Prineville Insurance and the waiting period. No RFP is necessary. SAIF will provide the adjustors, attorneys and claims and they will meet with local HR. No decision will be made today. The County would like to meet with Prineville Insurance between today and next Tuesday or Wednesday and will then make the decision.

657 SE Brewer Lane / Betty Isaacson Lien

Mr. Blaine presented information regarding a request received from Blaine Noland for waiver of the lien against a property owned by Betty Isaacson recently purchased by Mr. Noland. Ms. Isaacson accepted Mr. Noland's offer of \$95,000 for the property. The cleanup of this property cost \$27,000. Ms. Isaacson had two properties involved with compliance issues and the other property sold recently and the County waived the lien.

- 4 Eric Blaine **MOTION:** Commissioner Barney moved to waive the lien against Betty Isaacson and authorize Legal Counsel to take care of the paperwork and authorize signature as needed outside of Court. Commissioner Brummer seconded the motion. The vote was 3-0, motion carried.

The Court thanked Compliance Officer Louis Seals for his many hours of working with Ms. Isaacson in getting the property cleaned up and ready for sale. Mr. Seals advised the Court that the back taxes are paid in full. Closure will need satisfaction and recording.

Pacific Power Request to Clear Property

- 5 Seth Crawford Counsel Will Van Vactor discussed the clearing and grading of property request by Pacific Power prior to the actual closing on November 15th. His concern is the liability with this being done prior to the closing date. The Partition Plat has been recorded with the correct description. Quite a lot of work is involved in this transaction, and the Court needs to feel comfortable with any decisions. Mr. Van Vactor said the Court could sign next Wednesday. We have been waiting on them.

MOTION: Commissioner Brummer moved to approve a signer of the deed with Pacific Power for the County Court. Commissioner Barney seconded the motion. The vote was 3-0, motion carried.

Dennis Teitzel (BLM) & Shane Jeffries (FS) re Teaters Road (moved to Executive Session)

ADDITION: Title transfer from Christmas in the Pines to Fairgrounds.

Jerry Brummer

Commissioner Brummer explained that Prineville Electric donated a bucket truck to Christmas in the Pines for their setting up of Christmas decorations. Christmas in the Pines would like donate the truck and have the title in the name of the Crook County Fairgrounds.

MOTION: Commissioner Brummer moved to approve the transferring of title from the Christmas in the Pines to the Crook County Fairgrounds for consideration. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

**ADDITION:
Energy Trust Incentives**

Jeremy Thamert

County Facilities Manager Jeremy Thamert presented the Court with binders regarding the Energy Trust Incentives for County owned buildings. The Library, Courthouse, Finance Office, IT building and Fairgrounds were proposed. The incentives are available if the County can reach the eligibility, that being the improvement resulting in 14% to 15% on the return on investment. The only two qualifying were the IT Office, 422 NW Beaver Street and Finance at 200 NE 2nd Street. This would be a DPO system and adjust from computers in the office and environmental system. Mr. Thamert explained the process and operation. The roofing was checked out and no roofing changes are required on the two buildings. There is no reason to not go ahead with the project.

As time goes on, there will be more buildings considered. Mr. Blaine has reviewed the cost estimates and rebates. This shows a payback of 3 to 4 years and others will be a 7 year payback. This program can be tweaked from the office and identify problems and repair. The next step is to fill out the forms and next will be to meet to tell them that the County is going to move forward with the program. The costs are not included in this year's budget.

Treasurer Debbie Palmer said she will include this in the supplemental budget if it comes from the Reserves. Mr. Thamert asked that it be put into the supplemental budget for this year. Mr. Blaine and Mr. Thamert said this is an investment that will pay back.

10:15 a.m. Judge Crawford adjourned the Open Work Session into Executive Session under ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660 (2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

Executive Work Session Items

Requester's Name

Matter

Exec #1

Will Van Vactor

ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate **real property transactions**

Dennis Teitzel (BLM) & Shane Jeffries (FS) re Teaters Road

ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate **real property transactions**

Discussion of County owned property proposed for partitioning.

Exec #2

Seth Crawford

ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current **litigation** or litigation likely to be filed

Discussion on termination process of previous County Contracted MH provider

Following the discussions in Executive Session, Judge Crawford adjourned the Court out of Executive Session and into Open Work Session, inviting any members of the public back into the meeting room.

OPEN

Judge Crawford opened the Work Session. There was one motion to be made as a result of the discussions held in Executive Session.

MOTION:

Commissioner Barney moved to direct staff to prepared correspondence to respond to the Counter Party as discussed in Executive Session and authorize signature by the Court members outside of Court. Commissioner Brummer seconded the motion. The vote was 3-0, motion carried.

ADDITION:

The Court discussed the Legal department preparing a letter from the Court supporting the Juniper thinning by way of burning on the property to be used as a staging area and the preparation of property for Prineville and Millican Solar projects. This letter will be signed by Judge Crawford.

MOTION:

Commissioner Barney moved to approve the support letter regarding the Juniper Thinning by burning on property leased to a company as a staging area and Solar projects, to be signed by Judge Crawford. Commissioner Brummer seconded the motion. Vote was 3-0, motion carried.

11:35 a.m. Judge Crawford adjourned the Work Session of November 5, 2019.

Respectfully submitted,

Colleen Ferguson

Colleen Ferguson, Crook County Court Secretary

Exec #3

Seth Crawford

BE IT REMEMBERED THAT the Crook County Court met in a regularly scheduled Work Session on March 17, 2020 at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754. In attendance were: County Judge Seth Crawford; County Commissioner Jerry Brummer; County Commissioner Brian Barney; County Counsel Eric Blaine; Assistant County Counsel John Eisler; County Court Secretary Colleen Ferguson; Scott Grasley, Juvenile Department; Russ Deboodt, Prineville Fire Department; Troy Poncin, IT Director; Debbie Palmer, County Treasurer and Ann Beier, County Planning Director.

New Vehicle Purchase, Juvenile Department,

Scott Grasley, Juvenile Department, presented a proposal to purchase a new vehicle for transporting youth. Three quotes were received. Mr. Grasley feels the most appropriate quote is the Robberson Ford quote. For \$900 difference, the Explorer would come with a 3rd row seat, floor liners and local service.

Motion:

Commissioner Barney moved to purchase the Explorer for \$35,124.09. Judge Crawford seconded the motion. Vote was 3-0, motion carried.

Amendment to Outdoor Burn Regulations—Chapter 8.12

Russ Deboodt, Fire Department, called and will be here at 9:30 to provide in more detail the burn regulation. Assistant County Counsel John Eisler advised the Court of an issue with enforcement in the prior policy. Criminal penalties were discussed. Sheriff Gautney was not comfortable with that. More discussion when Mr. Deboodt arrives.

Review of Departmental Operations due to Emergency Declarations.

Processing of checks, Finance

Treasurer Debbie Palmer presented information on processing checks. Claim Sheets, etc. are placed in a designated spot. It would be good to receive all on one day, Wednesday from 9:00 a.m.—1:00 p.m. Sending in interdepartmental envelopes is good also. Be sure to code anything that is COVID-19 in order to tract costs involved. A reminder will be sent out to employees regarding the coding of COVID-19 expenses.

Assessor's Office

County Assessor Jon Soliz advised the Court that he would prefer closure instead of trusting the judgement of the people just walking in at this time. He would prefer working through email and phone. Also, the staff is working on separating the workspaces. He would like to stay consistent for the entire building, both Assessor and Finance offices, and will put up flyers at the building and on the website providing the new times for the office: open 8:00 to 9:00, and available by phone 1:00—5:00 p.m.

Juvenile Department

Information provided on hours and operation. Office is still open, police may need the Juvenile staff, but all clients are handled by phone. The longer school is out the more calls are received. That will be discussed later. The silver lining on that with all these changes, all notes are updated on JJS. JJSF cannot be accessed on laptops, and no staff members feel they need to work from home. IT Troy Poncin may be able to make JJS work on the laptops. Ms. Patterson would appreciate that if he could, it would be so good to have in an emergency. She will have checks from Bend mailed to her and then mail them out from her office.

Veterans Office

Veterans Service Officer Shannon Dearth reports that their office is prepared to work in the office or remotely.

Landfill

Landfill Manager Jeff Merwin reports no changes except if it gets worse, he may have to let commercial come through just to dump.

Fairgrounds

Fairgrounds Manager Casey Daly reports that if there are less than 10 people, it is okay to use the arena. All events are being canceled. Commissioner Barney and Judge Crawford will follow up on these changes with Mr. Daly.

County Clerk

County Clerk Cheryl Seely outlined the plan for operation of the Clerk's Office. The office is open by appointment only, appointments can be made by phone or email. One employee can record remotely from home. Appointments will be discouraged if they can be done on-line. Hours will be open at 8:00 and close at 12. County Clerk mirrors the operation plan of the Assessor and Finance. There is a phone in the law library and customers could call. The employees will still answer knocks on the door.

Library

Library Director Buzzy Neilsen provided operation plans for the Library. Now, 400 to 600 people come through the library each day. The plan is to limit access, checking out books at the back door; the Library will be closed to the public for four weeks. Mr. Neilsen would like to start on Thursday and also cancel events that are currently scheduled for both meeting rooms.

HR/Legal

A sign will be put on the door of each office stating by appointment only. This will be for everyone for continuity sake.

Administration

The door will be locked and any meeting needs with the Court members will be by appointment only.

This information for the departments operation plans along with the Emergency Declaration will be sent to the Agenda list, the All Subscribers list, posted to the web site and signs will be placed on all department doors.

The County has three types of departments: Those that serve the public; those that do not serve the public and those that are essential resources.

IT Director Troy Poncin advised the Court that the program WEBEX is available and anyone can use it.

ACTION:

Legal will approve verbiage for an emergency banner on the website.

Treasurer Debbie Palmer discussed conference registrations and out of state travel. One County employee purchased an airline ticket for a conference and now wants to be reimbursed.

All travel will be limited for as long as the Emergency Declaration is in place.

Crook County Community Development (CCCD)

Ann Beier, County Planner reported that revenue will be reduced in CCCD due to less traffic and less permit fees. She will be watching that from the budget perspective.

Action:

Review at the end of every week and compare to last year. Show the reduction amount in case the County can be compensated during this restricted time.

Clarify at the Work Session on April 12, 2020 that the County Declaration expires on Thursday, April 14, 2020 at 8:00 a.m.

Amendment to Outdoor Burn Regulations—Chapter 8.12

Russ DeBoodt discussed updating of the Crook County Code by Ordinance regarding Burn Regulation requirements that would meet DEQ and air quality, a review and updating of the current code, and discussion of criminal penalties. The goal is the impact and improvement on air quality in Prineville. The language for the rules, the notifications and the enforcement was discussed. Suggestions on Agricultural burns was held, size of burn piles, special permission from the Fire Department and keeping the Burn Code simple and more consistent, making it clearer for everyone to understand.

Assistant County Counsel John Eisler will make the changes as discussed today in the draft ordinance and bring it back to Court for review.

First Responders and PPE

Personal Protective Equipment (PPE) for first responders was discussed. The recommendation is to keep changing the PPE and not reuse it. Learning more about PPE for the future and HAZMAT were discussed.

Human Resources (HR)

HR Director Kim Barber reported on an email from an employee regarding the mandate for school closure during the pandemic. Following the discussion of an extra layer of complication, it was recommended by Legal Counsel to treat both weeks as a closure for the Pandemic.

Judge Crawford adjourned the Court out of Open Work Session and into Executive Session under ORS 192.660(2)(b) to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agenda who does not request an open hearing and ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regarding to current litigation or litigation likely to be filed. Commissioner Brummer recused himself from the Executive Session.

Executive Work Session

ORS 192.660(2)(b) to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agenda who does not request an open hearing

The purpose of this discussion is to talk with a County employee regarding County policy, and to hear the employee's explanation regarding the issue that has brought him/her before the County Court, and to hold a discussion regarding discipline or dismissal.

ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regards to current litigation or litigation likely to be filed/ Smock Lawsuit

Court and Legal discussion regarding a civil lawsuit against the County Jail and the case to be tried in Pendleton in Federal Court.

Following the discussions, Judge Crawford adjourned the Court out of Executive Session and into Open Work Session, inviting members of the public back into the meeting room.

Open Work Session

There was no decision to be made on the item under ORS 192.660(2)(h). Today's discussion was an update.

Motion: ORS 192.660(2)(b)

Commissioner Barney moved to discuss the consideration of a decision regarding this matter at the County Court meeting to be held on March 18, 2020. Judge Crawford seconded the motion. The vote was 2-0, motion carried. Commissioner Brummer recused himself.

There being nothing further for discussion before the Court, Judge Crawford closed the Work Session.

Respectfully submitted,

Colleen Ferguson

Colleen Ferguson

Crook County Court Secretary

Minutes written from notes taken by Jennifer Orozco, Thank you.

BE IT REMEMBERED THAT the Crook County Court met in a regularly scheduled Work Session on May 19, 2020 at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754. In attendance were: County Judge Seth Crawford; County Commissioner Jerry Brummer; County Commissioner Brian Barney; County Counsel Eric Blaine; Assistant County Counsel Eisler and County Court Secretary Colleen Ferguson. In person and on the WEBEX attending: Wade Whiting, District Attorney; County Sheriff John Gautney; Cheryl Seely, County Clerk; Jon Soliz, County Assessor; Troy Poncin, IT; Kim Barber, HR; Vicky Ryan, Public Health; Bob O’Neal, Road Master; Casey Daly, Fairgrounds Manager; Debbie Palmer, County Treasurer; Shannon Dearth, Veterans Service Officer; Janet Pritiskutch, Finance; Duane Garner, Director, Crook County Parks and Rec; Debbie Patterson, Juvenile Director; Jeremy Thamert, Facilities Director; Katie Plumb, Public Health; Casey Kiser, City of Prineville; and Ann Beier, County Planning Director.

Judge Crawford opened the Work Session at 9:00 a.m.

COVID-19 Update

Vicky Ryan provided the COVID-19 update today. No new cases, continuing the testing, working with businesses. There have been lots of questions. Messaging, social media and innovative videos have been used to get information out to the public. Information provided on contact tracing training, guidance questions, general guidance for face coverings for service to the public per the Governor’s office. Information at the Tri-County meeting revealed all counties have people acting unfavorably to mask wearers. Directions relayed about protecting yourself and others, following public guidance, and asking people who refuse to wear a mask to vacate the premises. The recommendation is for all staff and employees to wear masks. Many are sharing offices; some are telecommuting. Discussion was held regarding expectations of phase II. Each phase will last a minimum of 21 days.

Crook County Parks and Recreation District (CCPRD) 20-Year Comprehensive Master Plan Presentation Power Point and Video or Webex Conferencing

Duane Garner, CCPRD Director, presented information on a 20-year Comprehensive Master Plan that would be diversified, fiscally sustainable, provide a multi-generational experience and continue to provide year-round enjoyment for the community. The MIG organization has worked with Mr. Garner on the future vision of a plan that will include community involvement, and involved interviews and questionnaires done with focus groups regarding perks for the Community and key needs. This plan would integrate nature, expand the trail network, provide safe, family friendly areas to take part in which to participate in activities, and would convey to the public a strong identity and sustainable plan to integrate history, health and affordability, making this a recreational center. There will also be plans to talk about detailed capital improvements, costs, and funding options

County Medical Examiner

District Attorney Wade Whiting and Assistant County Counsel John Eisler presented information regarding the County Medical Examiner position recently vacated, and the need for an immediate replacement. Dr. Selby had served in the position for the last 18 years and now her circumstances have changed. On May 1, 2020, Dr. Selby announced her immediate resignation. Mr. Whiting explained the criteria and the small compensation for filling the position. All deaths are examined and call for a Medical Examiner for designation of a criminal case, and to judge whether or not the scene can be released. At this time, Dr. Good is the Public Health Official. Mr. Whiting has met with the Deschutes County medical examiner to discuss the possibility of working together. The issue would be the response

time involved, and Deschutes services are much higher than Crook County paid. Crook County has been paying \$25.00 per case, with 60 call outs last year, that totaled \$1,500 for the year. Deschutes County pays \$80,000 per year. There are many layers to work through, and Mr. Whiting is concerned about costs. The budget for this position is a total of \$12,600 which also includes transportation out of the area for autopsies. Deschutes County would want a pay per capita scenario. Mr. Whiting explained the procedure and the physician's requirements when a death is involved including the notification to the family. Discussion has been held regarding working with the gaps across the region, and the possibility of leveraging others to help study the possibility of examiners corking across County lines. Options were discussed, the current amount paid for each call out, and the possibility of meeting with a retiring physician that is moving to Prineville. This position also requires 40 hours of on-going yearly education. This is a time-consuming position with very little pay. Ms. Whiting asked if the County would like to pay Deschutes County or do something else. Judge Crawford asked Mr. Whiting to work with Katie Plumb at the Health Department. In the interim, the County will speak with Dr. Good and ask her about serving as the interim examiner. Mr. Whiting, Mr. Eisler and Ms. Plumb will contact Dr. Good.

EXECUTIVE

None Scheduled

There being no further matters to be discussed at the Work Session, Judge Crawford adjourned the meeting.

Respectfully submitted,

Colleen Ferguson

Colleen Ferguson, Crook County Court Secretary.

BE IT REMEMBERED THAT the Crook County Court met in a weekly Work Session on June 2, 2020 at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754. In attendance were: Judge Seth Crawford; Commissioner Jerry Brummer; Commissioner Brian Barney; Counsel Eric Blaine; Assistant Counsel John Eisler and Court Secretary Colleen Ferguson.

Others in attendance in person or via WebEx: Muriel DeLaVergne-Brown, Public Health Director; Buzzy Neilson, Library Director; Shannon Dearth, Veterans Service Officer; Debbie Patterson, Juvenile Director; Troy Poncin, IT Director; Bob O'Neal, County Road Master; Kim Barber, HR Director; John Soliz, County Assessor; Janet Pritiskutch, Finance, and Debbie Palmer, County Treasurer.

Judge Crawford opened the Work Session.

Covid-19 update: Public Health Director Muriel DeLaVergne-Brown provided the weekly update on the Covid-19 situation to the Court. The phase II opening letter has been submitted and accepted. The final decisions and re-opening criteria should be available tomorrow, June 3, 2020, and she will provide the information to Fairgrounds Manager Casey Daly as soon as she has the word. Most events at the Fairgrounds have been canceled and with the reopening, there is an opportunity to go ahead with some of the events.

There are 6 cases in Crook County, Jefferson County has 44 new cases, most of those coming from the Warm Springs Tribe, and Deschutes County has 127 cases currently. Discussion was held regarding contact tracing, encouraging telecommuting, and reopening the Health Department to see a few clients. Concerns over groups in the waiting room and as of now all contacts are being done via phone. Ms. DeLaVergne-Brown asked that the Court reach out to Senators Merkley and Wyden regarding calling for a full reopening for the WIC program and others.

Buck Creek Rd/ Bob O'Neal, Roadmaster: County Roadmaster Bob O'Neal presented information regarding Buck Creek Road which is off G.I. Ranch Road. He explained the location, and the agreement for a closure of the road that he thought was a permanent closure but actually is an agreement to be renewed every 5 years. The road is not county maintained. The last renewal was to be in 2016 and was not done. G.I. Ranch Manager Casey Thomas brought the matter to Mr. O'Neal about renewing the agreement. The last renewal was in 2011. The Ranch would like to have the road remain closed. Some people would like to see a seasonal opening. Mr. O'Neal said the maintenance would be difficult and the road is in terrible shape currently, but it does provide access to some BLM and it must be open for fire suppression. This matter will be discussed further at the next County Work Session.

There being no further discussion items, Judge Crawford adjourned the Work Session.

Respectfully submitted,
Colleen Ferguson, Crook County Court Secretary

BE IT REMEMBERED THAT the Crook County Court met in a regularly scheduled Work Session on June 16, 2020 at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754. In attendance were: Judge Seth Crawford; Commissioner Jerry Brummer; Commissioner Brian Barney; Counsel Eric Blaine; Assistant Counsel John Eisler and Court Secretary Colleen Ferguson. Attending in person and on the phone: Bob O’Neil, Roadmaster; Debbie Patterson, Juvenile Director; Troy Poncin, IT Director; Jeremy Thamert, Facilities Director; County Assessor Jon Soliz; Public Health Director Muriel DeLaVergne-Brown; Finance Janet Pritiskutch; Human Resources Director Kim Barber; Debbie Palmer, Treasurer; Sheriff John Gautney; Kim Barber, Human Resources Director; Ann Beier, Planning Director; Casey Daly, Fairgrounds Director; and District Attorney Wade Whiting.

Judge Crawford opened the County Work Session.

COVID-19 Weekly Update

Muriel DeLaVergne-Brown presented the updated counts of testing, positive cases, hospitalized numbers, and steps to take for staying safe and following Governor Brown’s orders of masking and social distancing.

IT Position

HR Director Kim Barber presented the request to change a position’s title from Systems Tech to Systems Administrator. The title is more appropriate for the position and duties. This will be addressed at the July 1st meeting.

Maintenance/Facilities—Senior Assistant Position

Ms. Barber presented a hiring authorization from the Maintenance Manager Jeremy Thamert. This would be a maintenance person to help with the Jail and Helibase that requires new standards, techniques and qualifications.

Ms. Barber presented a request to change the name of the Maintenance Department to Facilities. This department has changed over the years and is now managing all the needs of the many County buildings. The Court agreed that the Maintenance Department should be renamed “Facilities”.

MOTION: Commissioner Barney moved to approve the hiring authorization for a new person in Facilities to work with the maintaining of services at the Jail and the Helibase. Commissioner Brummer seconded the motion. Vote was 3-0, motion carried.

Rodeo Parade

Commissioner Brummer announced that due to the COVID-19 pandemic, the Crook County Round-up/Rodeo and Races were canceled for 2020 as well as the parade. This year, the Rodeo Court, Grand Marshall and Pioneer Queens will be holding a smaller version of the parade event and taking a route that will wind through different streets and neighborhoods, giving everyone a chance to still feel the excitement and participate in the events.

County Fair

Another event that will not be held as usual due to the pandemic is the Crook County Fair. Casey Daly presented the idea of "Bringing the Fair to Town." Livestock and livestock weigh in and sales will be at the Fairgrounds; fair exhibits will be available virtually, and entertainment will be spread out amongst the downtown core and parks. A walking map will be provided so that the County can stay within the 250 number of people allowed in a gathering. There will be a drive in for concerts and carnival and they must have public health approval sanitation plan for the carnival. This will be located at the Stryker Park and will be fenced in. Mr. Daly explained that the Fairgrounds has a 3-year contract with this carnival, and he must go ahead and continue this year in order to retain the carnival for later. The area will be gated for control. This County Fair has taken some great thinking outside of the box. Everyone is pretty excited working on it, and there are plans to make sure there is social distancing.

Non-Profit dumping fee waivers

Discussion was held regarding the waivers for dumping fees for non-profits. At this time, four non-profits have applied for the benefit. The program has previously allowed for \$15,000 for the non-profits, but due to the reduction of Video Lottery revenue, that amount has been reduced to \$3,000.

Following completion of the Open Session, Judge Crawford adjourned the Court out of Open Work Session and into Executive Session under ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

EXECUTIVE SESSION:

ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

Discussion regarding a three-party agreement regarding property, Crook County, RMG and ODOT.

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

Discussion regarding a reciprocal access easement, City of Prineville requirements, and benefits to the parties involved.

Following discussion of the Executive Session matters, Judge Crawford adjourned the Court out of Executive Session and into Open Session, inviting members of the public back into the meeting room.

OPEN WORK SESSION:

Judge Crawford opened the Open Work Session and entertained a motion.

MOTION:

Commissioner Brummer moved and Commissioner Barney seconded to proceed as was discussed in Executive Session.

There being no further business for consideration at this time, Judge Crawford adjourned the Work Session.

Respectfully submitted,

Colleen Ferguson

Colleen Ferguson
Crook County Court Secretary

BE IT REMEMBERED THAT the Crook County Court met in a scheduled Work Session on July 21, 2020 at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754. In attendance in person and via WebEx were: Judge Seth Crawford; Commissioner Jerry Brummer; Commissioner Brian Barney; Counsel Eric Blaine; and Assistant Counsel John Eisler; Colleen Ferguson, Court Secretary; Stacy Bernard, Tax Collector; Muriel DeLaVergne-Brown, Public Health Director; Sheriff John Gautney; Bob O’Neal, Roadmaster; Janet Pritiskutch, Finance; Kim Barber, HR Director; Deb Patterson, Director Juvenile Department; Levi Roberts, GIS and Troy Poncin, IT Director.

The media was provided public notice.

Weekly COVID 19 update/ Muriel DeLaVergne-Brown

- 4 new cases/ increasing to 33 total cases for Crook County
- The Outbreak comes from a group meeting weekly
- Monitoring 14 recovered—19 active
- Another group getting testing done, no positive yet.
- Staff assisting with monitoring. Latino Community is helping with contacting.
- Contact is done in 24 hours and contact is at 100%
- No cases in hospital at this time
- St. Charles has a new link on web site that will provide number of cases in the hospital, number in ICU & number on ventilators.
- Pioneer Picnic cancelled so as not to expose anyone—Commissioner Brummer reported this is the first time to cancel in 84 years but too dangerous to risk exposure.

No direction toward businesses shutting back down, but probably changes in groups gatherings and larger gatherings. The Court thanked Ms. DeLaVergne-Brown and staff of the Crook County Health Department.

Appointment of Tax Collector

HR Director Kim Barber provided information on the Tax Collector position, and the current stipend of \$12,000 put in place in August of 2019. Commissioner Barney discussed the proposed appointee (Stacy Bernard) already employed in a full-time position that is non-exempt. Ms. Barber explained that this position will be combined into one position with the stipend in place, and there will be no overtime. Ms. Barber will follow up with Ms. Bernard the status of the position.

Minutes for May 12-14 Work Session; Minutes or July 1, 2020 Regular Session

These will be addressed at the end of the Special Session beginning at 11:00 a.m.

At this time, Judge Crawford adjourned the Open Work Session and convened the Court in Executive Session under Executive Session ORS 192.660(2)(h) consultation with legal counsel regarding current litigation or litigation reasonably likely to be filed and ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

Executive Session ORS 192.660(2)(h) consultation with legal counsel regarding current litigation or litigation reasonably likely to be filed

1. This matter was to discussion option for bonding, letter of credit and the language that would be included in the contract with a proposed solar project.
2. This matter was to discuss of a lawsuit filed on all 36 counties in Oregon regarding the sale of foreclosed properties and the distribution of funds recouped in addition to the back taxes. The Counties are discussing legal representation.
3. This issue is regarding a lawsuit filed against the County by the Wild Horse Coalition and the other organizations that should have also been included in the lawsuit, and the ORCP 29 motion, is it or is it not worth fighting over. Currently, the County is at the very beginning of the lawsuit.

On-line email meetings held by appointed boards and committees was also being discussed.

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

1. Discussion of multiple properties that might be available for a proposed Justice Center, and further discussion of the letter to be submitted regarding the initial phase of planning for the proposed Justice Center that will include attachments from other law enforcement entities, the costs and steps, building ordinances, and the date that this is due for completion.

Following the discussions, Judge Crawford adjourned the Court out of Executive Session and into Open Work Session, inviting members of the public into the meeting room.

OPEN SESSION

There were no motions required for the Executive Session discussion. All were updates only.

ADDITION: Judge Crawford adjourned the Court out of Open Work Session and into Executive Session to discuss one more matter under ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

Leasing of County property in Powell Butte

Commissioner Brummer was contacted by individuals interested in maintaining and using 110 acres of County property located in the Powell Butte area that was leased previously. Currently, with the weeds and no water, this property is a fire hazard and an eyesore.

Following the additional discussion, Judge Crawford adjourned the Court out of Executive Session and into Open Work Session.

OPEN WORK SESSION 10:40 a.m.

MOTION:

Commissioner Brummer moved to direct staff to work with Commissioner Brummer on a Request for Proposal (RFP) for the leasing of County property. Judge Crawford seconded. The vote was 2-0, motion carried.

There being no further items before the Court in today's Work Session, Judge Crawford adjourned the County Work Session.

Respectfully submitted,

Colleen Ferguson

Colleen Ferguson
Crook County Court Secretary

**Crook County Court Work Session
October 6, 2020**

BE IT REMEMBERED THAT the Crook County Court held a regularly scheduled Work Session on October 6, 2020 at 11:30. The meeting was held at 320 NE Court Street, Prineville, OR. County Court members and Legal staff were in attendance. Members of the public were in attendance in person and by Webex Virtual meeting. Staff and public were present in person and via Webex.

COVID-19 Update

Public Health Director Muriel DeLavernge-Brown presented an update on the COVID-19 cases. There have been 64 cases with 3 hospitalized. Crook County has assisted Linn County with 3 investigations and contact tracing. The new Binax testing is available. At the briefing, this was explained as a rapid test and good for systematic people. Mosaic Medical can use these at their drive through behind the clinic. There will be a drive through at the Fairgrounds this weekend and Mosaic may do Binax testing. There are 4 active cases and there are 4 people monitoring contacts at this time.

Ms. DeLavernge-Brown announced the Health Department Employee of the Quarter, Kat Alvarado Rose. She has worked tirelessly on the COVID program.

City's Easement request/ROW and Relocation of Humane Society Building (Shelter)

Former County Planning Director and Humane Society Board Member Bill Zelenka presented an overview of the history of the Humane Society of the Ochocos, the formation by two local ladies, the property provided by the County and the subsequent partitioning that created a 60 foot Right of Way from the other sections of the partitioning. The original building and the building still used today was put together hap hazard and it now handling 1000 animals per year. This is a non-profit organization, and the building is deteriorating. Facebook and other contractors have assisted keeping the shelter building together over the years. A grant received from Facebook paid for a plan from Shelter Plans of America that would replace the current facility, and currently fundraising is being done to complete the planned upgrade. The space and expansion area were presented.

A few years ago there was talk by the City of the need for an expansion of the Right of Way from 60 feet to 80 feet to access the available property for development, and this discussion had included another portion of property to be provided by the County. The discussion stalled for several years and is now being discussed again along with the plans that have been put in place for the location of the new facility for the shelter. There has been discussion also regarding the relocation needs of the shelter that would be required if the 20 additional feet were to be put in place for the Right of Way.

Discussion was held on the expansion of the Right of Way and the effects on the proposed Shelter facility, the waterline, fencing and excavation work that would be required, timelines and costs. Heather O'Daniel, Shelter Director, provided the specific information regarding the relocation needs from the City of Prineville and Crook County. Crook County would provide additional property to the north of the present site of the Shelter. Commissioner Barney said he wants to make sure the City and the Shelter work together on the excavation, fencing, underground sprinklers and access roads.

Josh Smith and Casey Kaiser, City of Prineville, provided a possible plan of the City's responsibilities, timeline, assistance that would be provided, and costs that may be involved. Today's information will be taken back to City of Prineville Manager Steve Forrester, and then on to the City Council. This would be a combined project of City, County and Humane Society of the Ochocos.

Ochoco Ranger Station Road—Commitment to match Federal Funds

County Roadmaster Bob O'Neal presented information on a FLAP Grant, Western Federal Lands Grant and the amount of the grant allowed for the County and Forest Service and an additional amount to be committed from the County that would take the project up to Walton Lake or Big Summit Prairie. This would be an overlay, and the additional ask on the project would be \$52,771. Discussion held on the scoping meeting on site and the scoping of the project, road construction requirements, the timeframe for the project and the time of 10 years before another chip seal would be done, and the length of the project of 8.6 miles with 2-inch overlay. Once the notice to proceed is issued, it will probably take one year to get all plans in place.

MOTION:

Commissioner Brummer moved to allocate the additional \$52,771 difference on the FLAP grant for the 2- inch overlay for 8.6 miles on the Ochoco Ranger Station Road. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

The Executive Session for today was cancelled.

The meeting was adjourned at 9:50 a.m.

**Crook County Court
Work Session
October 13, 2020**

Judge Crawford opened the Work Session at 9:00 a.m. All Court members and Legal staff were in attendance plus Webex/ Virtual participants.

COVID-19 Update

Public Health Director Muriel DeLaVergne-Brown presented an update that included 7 active cases and 10 contacts that were being followed, 1 hospitalized individual. Discussion regarding the number of cases that could trigger a meeting with the school district on attending in-school.

Weigand Bridge—Change of Easement

County Roadmaster Bob O’Neal presented information regarding the right of way purchased two months ago and the ODOT temporary easement needed on the north side of the Weigand Bridge project in order to construct the bridge. The slopes will be in the easement, so the easement will need to be a permanent easement, and there is a need to do a Right of Way acquisition. This will start the clock over, require a redo of the declaration and have Court signatures again. He presented information on the profile of the bridge. The new agreement with ODOT will be reviewed by County Counsel, and Mr. O’Neal said there will be no problem obtaining property owned by the Waibels.

Consider request from Association of Oregon Counties (AOC) regarding funding assistance

Judge Crawford presented this matter stating that road funds were wrongly used by AOC a couple of years ago. Now \$8,000 , half this year and half next July, must come out of the County budget to make AOC whole. There was questionable management in the AOC organization in recent years. Commissioner Brummer explained the formula used for the costs of AOC participation per county.

Transfer of County Vehicles to the Airport

Commissioner Barney discussed the transfer of two vehicles from the County Motor Pool to the Airport. This would be a 2005 Dodge Durango and a 2007 Jeep Cherokee. The title and VIN information will be sent to Finance.

MOTION:

Commissioner Barney moved and Commissioner Brummer seconded to moved two vehicles from the County Motor Pool to the Airport. The vote was 3-0, motion carried.

Additional Item: Agreement with City of Prineville

Commissioner Barney discussed the 2019 agreement between the County and the City of Prineville for the work on the exploratory project for wells on County property. The City may wish to extend the Contract. Discussion was held on entertaining the notice of the extension for the well drilling contract. There is also a contract from 2017 for power lines and right of ways and the County would like to keep the two agreements separate.

Following the completion of the discussion items on the agenda, Judge Crawford adjourned the Court into Executive Session under ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by governing body to negotiate real property transactions.

Executive Session under ORS 192.660(2)(h) consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

The Court and Counsel discussed a road that was accepted but not maintained by the County, the problems with the road's steep grades and the dispute between BLM and the property owners at the time.

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by governing body to negotiate real property transactions

Planning Director Ann Beier discussed a request received from a Solar project for an additional laydown acreage lease.

Following the completion of the Executive Session discussions, Judge Crawford adjourned the Executive Session and convened the Court into Open Work Session, inviting members of the public back into the meeting room.

OPEN WORK SESSION

Regarding the first matter discussed in Executive Session under ORS 192.660(2)(h) Legal, there is no action to be taken.

Regarding the seconded matter discussed under ORS 192.660(2)(e) Real Estate, a motion is required.

MOTION:

Commissioner Brummer moved, and Commissioner Barney seconded to correspond with the counter party as discussed in Executive Session. Vote was 3-0, motion carried.

Judge Crawford adjourned the meeting at 10:17 a.m.

Respectfully submitted,

Colleen Ferguson
Crook County Court Secretary.

**Crook County Court
Work Session
203 NE Court Street, 9:00 a.m.
October 20, 2020**

The Crook County Court met in a Work Session on October 20, 2020 at 9:00 a.m. in the Admin Conference room located at 203 NE Court Street, Prineville, Oregon. In attendance: County Judge Seth Crawford; County Commissioner Jerry Brummer; County Commissioner Brian Barney; County Counsel Eric Blaine; Assistant County Counsel John Eisler; Muriel Delavergne-Brown; Jeremy Thamert; Troy Poncin, IT Director; Janet Pritiskutch; Cheryl Seely; Cindy York, Library; Tim Deboodt, Natural Resources; Wade Whiting, County DA; Katie MacDonald, Planning and County Sheriff John Gautney.

COVID-19 Update

Public Health Director Muriel Delavergne-Brown presented the weekly update on Covid-19 cases, numbers, and outbreaks. There has been an outbreak from one facility, and wrap around services are being provided. There has been another death that totals 2 for Crook County.

Information provided on the school matrix that may be loosening up to get more children back into school, and the numbers of positive cases coming from one facility or gathering being less of a cause for concern regarding the matrix, than if several cases were found and not related to any one place or event.

Potential partition of County owned property T15R15 Tax Lot 300.

Ann Beier, Planning Director, discussed the partitioning of property located near the landfill and airport. Each year, the County is allowed two pieces of property for partitioning. This the last chance for this year. There will be two opportunities next year. The County will pay the surveyor costs. Judge Crawford suggested cutting the airport property out and a little leg of property at the end of the landfill. Discussion held regarding the Airport Overlay. Ms. Beier will ask the surveyor to generate a draft map and she will bring it back for review of the Court.

Energy Trust Proposed Lighting project at Sheriff's Office.

Commissioner Barney and Facilities Director Jeremy Thamert presented information on an Energy Trust incentive just out and that must be completed by the 1st of December. Mr. Thamert has funds in the budget for Capital projects, but projects came in less than expected, so the funds are available. The project would be the lights in the Sheriff's older portion of the office. Two quotes were received and the work can be completed by December 1. The costs would be \$16,614 but with Energy Trust's contribution, County cost would be \$11,519. Discussion held on the responsive bids, one for retro only, the other for repair and replace. Mr. Blaine advised the Court and Mr. Thamert the need and reasons for the need of a third quote due to the cost being over \$10,000. Mr. Thamert will obtain another quote and bring the matter back before the Court tomorrow at the County Court meeting. The project would have to be started right away in order to finish by December 1.

Distribution of paperwork for tomorrows Land Use Hearings

Ms. Beier provided additional handouts for the two public hearings on proposed Solar Projects tomorrow. The staff report summarizing the packets. Discussion on another matter to be discussed tomorrow involve an MOU with the Soil and Water Conservation District. Discussion was held regarding the last-minute response of information for the Land Use Hearing by the attorney. Response came in at 5:05 p.m. but was date stamped at 5:00. There is no sufficient reason to say it is untimely.

9:30 a.m.

Judge Crawford adjourned the Court out of Open Work Session and into the Executive portion of the meeting.

Executive Session

ORS 192.660(2)(h)consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Discussion held regarding a complaint against an elected official by a local community developer and the steps to take, or to research the possible steps taken already to solve the matter.

9:47 a.m.

Judge Crawford adjourned the Court out of Executive Session and into Open Work Session, inviting members of the public into the meeting room.

Counsel Eric Blain announced that the Executive Session was an update only and no action is required at this time.

Judge Crawford adjourned the meeting at 9:48.

Respectfully submitted,

Colleen Ferguson
Crook County Court Secretary

Crook County Court Work Session November 10, 2020

The Crook County Court met in a Work Session on November 10, 2020 at 9:00 a.m. in the Admin Conference Room located at 203 NE Court Street, Prineville, Oregon. In attendance were all members of the County Court and staff, Legal Counsels and members of the public. Meeting was held in person and virtually.

COVID-19 Update

Public Health Director Muriel DeLaVergne-Brown provided the weekly COVID-19 update. As of November 9th, Crook County has had 141 cases with 18 active cases in isolation plus 5 more today. There has been 5 COVID deaths. Hospital capacity report: 19 patients in St. Charles in Bend, does not have figures of number of ICU persons. Report of the state "Pause" criteria. If 30 or more reported weekly, the County could be put on the pause list that would reduce the number of people allowed at gatherings and could affect the schools as well. The County is not far from that at this time.

Judge Crawford reported on a video being made to be released soon that has members of the business community speaking to the public about practicing the safe methods such as wearing masks in the businesses, using hand sanitizers, and staying safe so the businesses will not be closed down. Discussion held on those doing the video, government regulations, peers paying attention to the businesses asking for help, and local outbreaks in some of the local bars. Judge Crawford and Ms. DeLaVergne-Brown said the outbreaks have come from personal gatherings, and that the businesses should not be punished for those.

There were 988 cases in one day in the State of Oregon recently.

The Health Department Staff is working all weekends as well as during the week. Schedules are being worked out to relieve some of the stress on the employees. Information provided on the CARES ACT funding that will end the last of December and has been used to pay for all the additional staff time.

Questions?? County Assessor Jon Soliz asked where the video would be released. It will be on Facebook pages, web pages, from the businesses. This will be coming from the public, not coming from the government. Mike Warren suggested that the video be put out on all business sites. St. Charles is thinking of having a town hall virtually to provide additional information.

Reserve Funds regarding the Crook County RV Park operated by the Crook County Parks and Recreation District (CCPRD)

Duane Garner, Director of CCPRD, discussed with the Court a large project that he had received a grant for in 2018. The project costs are going to overrun the amount of the grant. Mr. Garner presented the figures for the project that would mainly involve replacement of the electrical system in the 81 space RV Park and asphalt for repair after the trenching. Discussion was held regarding returning the grant money, reapplying and in the meantime building up the reserve funds. Mr. Garner advised the Court

that he has received bids and quotes and has also put in hundreds of his own hours in on this project. If he returns the grant funds and this project is put out for another grant, he is asking for support of the County to assist with the grant writing, put out for a general contractor and take charge of the project. This type of grant is actually for Counties. It did allow for Mr. Garner to sign when he applied for the grant that was received in 2018. The RV Park is a County capital asset, and the CCPRD takes care of the day to day operations, maintenance and improvements. Discussion was held on the pros and cons, the plans of moving forward or scraping the project before it starts at this time. Once this type of project begins, it must be finished due to the trenching, the closure of the RV Park for months, and the necessity of the completion before the RV park can be operational again. If the grant is put out again with higher figures, it will be 2 to 3 years, before the award, the plans and procurements, and project completion. Commissioner Brummer commented on the length of time between the award and the planned project start that ended up with higher costs. Commissioner Barney's request was for more details and exact bids with costs locked in. Judge Crawford suggested going back to back to the drawing board.

Mr. Garner will provide all documents to the County. He will go to help present the project for an award but does want one of the Court members to represent the County, and for the process of going out to bid.

Following the completions of the discussions in Open Work Session, Judge Crawford adjourned the Court into Executive Session under ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection.

EXECUTIVE SESSION

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

Discussion regarding a request to purchase a piece of County owned property. Realtor of Record Mike Warren presenting.

ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection.

Discussion regarding Fairgrounds facility.

Following the discussions, Judge Crawford adjourned the Executive Session and convened the Court into Open Session, inviting members of the public into the meeting room.

OPEN SESSION

Two motions are required regarding the two discussions in Executive Session.

ORS 192.660(2)(e)

MOTION:

Commissioner Brummer moved, and Commissioner Barney seconded to direct Realtor of Record Mike Warren to confer to the Counterparty as discussed in executive Session. Vote was 3-0, motion carried.

ORS 192.660(2)(f)

MOTION:

Commissioner Barney moved to convene into a discussion regarding this matter at a future meeting as no decision was made; this was an update only. Commissioner Brummer seconded the motion. Vote was 3-0, motion carried.

There being no further business before the Court at this time, Judge Crawford adjourned the Work Session at 10:48 a.m.

Respectfully submitted,

Colleen Ferguson, Crook County Secretary

Crook County Court
Work Session
November 17, 2020

The Crook County Court met in a Work Session on November 17, 2020 at 9:00 a.m. in the Admin Conference room located at 203 NE Court Street, Prineville, Oregon. In attendance: Crook County Court Members and Staff; County Counsel Eric Blaine and Staff; Department Heads, Sheriff's Department and members of the public.

Judge Crawford opened the Work Session at 9:00 a.m.

COVID-19 Update

Public Health Director Muriel DeLaVergne-Brown presented an update on the COVID-19 virus in the County. As of today, 168 cases reported with 12 active cases as of Monday, and 34 contacts monitored at this time. Of 168 cases, 39 have come from unknown sources. New executive orders from the Governor were discussed.

Information was provided on the recent drive-through vaccine clinic held on November 14, 2020 at the County Fairgrounds. The Health Dept. provided 200 flu vaccines were provided and Mosaic Medical performed 20 COVID tests.

Dr. Doug Grudz provided additional information on the estimates of manpower and staffing needed for the next two years on COVID care and transfers to Bend St. Charles. He advised the Court that the vaccine will not be a cure but will keep people from getting as sick. If an antiviral is developed it will only shorten the length of the illness, and the virus may still be a problem up to 4 years. Dr. Grudz advised the Court of all of the COVID cases being hospitalized in Bend and the County resources used for transfer of patients to Bend.

OSHA COVID Workplace Rule Deadlines

County Counsel Eric Blaine and Ms. DeLaVergne-Brown discussed the OSHA rules that went into effect on the November 16, 2020. There are tight deadlines with information due to the State by December 7. Mr. Blaine explained the risk disclosure to be filled out and questions answered by County Departments. Also due December 7 is an infection control plan. Ms. DeLaVergne-Brown has a 66-page approved infection control plan that she put in place 6 years ago. Discussion was held on the process for obtaining all the information required by OSHA, compiling the data for submission and a lot of work to be completed in a short amount of time that will be a huge drain on staff time. HR and IT will work together on a Power Point and questionnaire to go out to all employees and to be completed on-line. Discussion was held regarding this applying to government, and the question was asked if this was required by the state government as well. Forms for the risk assessment have been included in the paperwork from the Public Health Department, and each department head should do this for employees most at risk.

County Library Director April Witteveen discussed the State's two-week 'pause' plan with the Court, and asked questions regarding Library services during this time. After several options were reviewed, the

Crook County Court
Work Session
November 17, 2020

decision was to go forward per State Guidelines for two weeks, and then come back to meet with the Court regarding the continuing operations of the Library. Dr. Grudz said the expectation is expected to spike over the Thanksgiving and Christmas season and to not expect cases to decline.

Commissioner Barney brought the discussion back to the OSHA data request. Mr. Blaine said the assessments will go to department heads for implementation. Employee training is due by the 21st. Discussion held regarding use of a Survey Monkey being the easiest way to obtain the needed information. The Court discussed the department and staff person that will be making sure all the required processes are completed.

Following the discussions in Open Work Session, Judge Crawford adjourned the Court into Executive session under ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

10:18 a.m.

EXECUTIVE SESSION

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions

Discussion regarding an agreement regarding the right of way property footage exchanges involving three entities.

Following the discussions, Judge Crawford adjourned the Court out of Executive Session and into Open Work Session.

OPEN WORK SESSION

No decisions to come from the discussion in the Executive Session.

Judge Crawford adjourned the Work Session at 10:35 a.m.

Respectfully submitted,

Colleen Ferguson
Crook County Court Secretary

**CROOK COUNTY COURT MINUTES
OF DECEMBER 15, 2020 WORK SESSION
(Open Portion)**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on December 15, 2020, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford (via Webex), Commissioner Jerry Brummer, and Commissioner Brian Barney.

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Jennifer Orozco and Amy Albert; Regina Paul Paralegal- County Counsel; Sheriff John Gautney, Muriel DeLaVergne Brown, Kim Herber, Extension Office; IT Director Troy Poncin; and Clerk Cheryl Seely.

WORK SESSION

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

ADDITIONS/REMOVALS TO AGENDA: None

Discussion item #1, COVID-19 Update: Per Muriel DeLaVergne Brown, the highest rate for new cases on one day for Crook County has been 20. The sources of these new cases are varied from business, restaurants, and family gatherings. It is challenging to say for certain where a confirmed case originated. Vickie Ryan is attempting to put a spread sheet together with State data. For the 2 weeks ending on 11/28/20, there were 64 new cases in Crook County. Two weeks after that, there were 96 cases, and 2 weeks after that there were 119 cases. Going into the Christmas season, the magic number for Crook County to stay out of the Extreme Risk category is 60. There will soon be an update section on the Health Dept webpage that will give information on Crook County's status. Education about the vaccine is a priority. There must be a comfort level with accepting the vaccine for Crook County to achieve 70% vaccination rate, which would enable herd immunity. There are 2 vaccines that will be available in Oregon, Moderna and Pfizer. Moderna will be given to mostly EMS/Law enforcement, ICU staff, and others that deal with volumes of people. Pfizer vaccines will be available to other groups of people. The vaccines will be given to small groups at a time in order to mitigate the possible effects of side effects on any one place of business. The most prevalent side effects are soreness, fatigue, and fever.

Discussion item #2 re Brasada Ranch Overnight Units Bond: Brasada Ranch requests is to submit a bond to temporarily exceed the 2½ to 1 ration for overnight units. Brasada Ranch developers would like to submit a bond as surety that they will return to the correct ratio of overnight units. If the units built do not return to the correct ratio, the bond would allow Crook County to either collect the money and build the units, or to instruct the bond company to build the units. The general consensus is that allowing Brasada Ranch to go around the rules may set a precedence for another destination

resort to ask for the exception, and the County cannot approve an action that excuses performance of state statute. John will research the fine technicalities of the law and return with the information.

Discussion item #3 re Foreclosed Property on 12th Street: The County foreclosed on property on 12th Street that needs extensive clean up. The home is not salvageable. The lot is in a flood zone / wetland with a creek running through it. The cost for cleanup would be about \$25,000. A Sheriff's auction will be held and if it does not sell, next steps will be discussed at a future meeting.

EXECUTIVE SESSION

Executive Session was opened at 9:32am under ORS 192.660(2)(h), Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

At the conclusion of the executive session, the Court reconvened back into public session.

There being no further business, the meeting was **adjourned at 10:35am.**

Respectfully submitted,

Jennifer Orozco

**CROOK COUNTY COURT MINUTES
OF DECEMBER 22, 2020 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on December 22, 2020, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Jennifer Orozco and Amy Albert; Paralegal Regina Paul; Health Director Muriel DeLaVergne Brown; Community Development Director Ann Beier; Human Resources Director Kim Barber; IT Director Troy Poncin; Sheriff John Gautney; Library Director April Witteveen; Clerk Cheryl Seely; Tim Deboodt, Natural Resources and Extension Manager Kim Herber.

WORK SESSION

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

Agenda Item #1, Covid-19 update: Health Director Muriel DeLaVergne Brown provided the Court with a Covid-19 update. Crook County currently has 398 Covid-19 cases and seven Covid-19 deaths with the most recent death occurring on Sunday, December 20, 2020. There was a decrease in Covid-19 cases in Crook County the past week; however, Crook County is still in the extreme risk category. Crook County is expecting to receive Covid-19 vaccines in January, with medical personnel to be vaccinated first.

Agenda Item #2, Request for Promotion for Two Health Department Employees: Health Director Muriel DeLaVergne Brown requested a promotion for two Health Department Employees, Lauren Simmons and Stevie Dyal. Ms. DeLaVergne Brown is requesting Ms. Simmons, who is currently employed as a Senior Health Educator, receive a promotion to Health Strategist III and Ms. Dyal, who is currently employed as a Senior Health Strategist, receive a promotion to Health Strategist II.

MOTION to approve the personnel action form increasing the salary grade and step from 117/3 to 118/4 for Lauren Simmons. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to approve the person action form increasing the salary grade from 116 to 117 for Stevie Dyal. Motion seconded. No further discussion. Motion carried 3-0.

REMOVALS: Agenda Item #3 - Brasada Ranch Expansion: The Brasada Ranch Expansion will be discussed at the December 29, 2020 Work Session.

ADDITIONS: Legal Counsel Eric Blaine presented an extension to Crook County's agreement with Deschutes County in which Crook County pays for its residents needing housing during quarantine, and who are referred to and isolated in hotels located in Deschutes County. This extension will last until March of 2021.

MOTION to extend the IGA with Deschutes County regarding housing of residents during isolation. Motion seconded. No further discussion. Motion carried 3-0.

At 9:26 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h).

EXECUTIVE SESSION

Discussion held under ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Following the Executive Session, Eric Blaine reconvened into Open Session inviting members of the public into the meeting room.

MOTION to direct staff to proceed as directed in Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 9:50 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF DECEMBER 29, 2020 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on December 29, 2020, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Paralegal Regina Paul; Health Director Muriel DeLaVergne Brown; Community Development Director Ann Beier; Human Resources Director Kim Barber; IT Director Troy Poncin; Sheriff John Gautney; Undersheriff James Savage; Extension Manager Kim Herber; District Attorney Wade Whiting and Senior Accountant Janet Pritiskutch.

WORK SESSION

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

Agenda Item #1, Covid-19 Update: Health Director Muriel DeLaVergne Brown provided the Court with a brief Covid-19 update. Crook County is still in the extreme risk category; however, Covid-19 cases have declined in the past week. To date Crook County has not received the Covid-19 vaccine but 100 doses of the vaccine are expected to arrive next month, and the Health Department is coordinating with its medical provider partners on a plan to administer the vaccine.

Agenda Item #2, Brasada Ranch Expansion: Legal Counsel John Eisler and Community Development Director Ann Beier discussed an informal conversation held with Brasada Ranch regarding an upcoming expansion. It was proposed by Crook County that Brasada use a two and a half to one ratio, with fewer residential lots, if the next phase of development is beyond 150 units. If Brasada is agreeable to this proposal, provisions may be added to the County Code in the future, though no decisions need to be made at this time as Brasada has not yet submitted its plans for Phase 14 to the County.

Agenda Item #3, Promotion of Stephanie Wilson to Office Supervisor: Sheriff John Gautney and Undersheriff James Savage requested a promotion in salary grade for Stephanie Wilson, Office Supervisor, from 18/4 to 18/6. Ms. Wilson has done an excellent job and will be taking on additional office responsibilities that are currently being managed by Undersheriff Savage.

MOTION to approve the personnel action form increasing the salary grade from 18/4 to 18/6 for Stephanie Wilson. Motion seconded. No further discussion. Motion carried 3-0.

At 9:18 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

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

MOTION to authorize Assistant County Counsel John Eisler to sign the common interest agreement on behalf of Crook County as discussed in Executive Session. Motion seconded. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 9:23 a.m.**

Respectfully submitted,

Amy Albert

BE IT REMEMBERED THAT the Crook County Court met in a Special Session on December 4, 2020, at 3:00 p.m. in the Administration conference room located at 203 NE Court Street, Prineville, Oregon 97754. In attendance were: Judge Seth Crawford; Commissioner Jerry Brummer, Commissioner Brian Barney; Counsel Eric Blaine, Assistant Counsel John Eisler; Court Secretary Jennifer Orozco. Members of the public were present.

The meeting was called to order at 3:05pm.

Scott Aycock (COIC) and Kim Daniels (Prineville Chamber of Commerce) will work with Crook County and the City of Prineville to create an IGA which will allow COIC to manage application criteria and processing, and disburse funds for approved applications for funds from the COVID relief small business grant fund. Scott says that a high priority for the IGA is nailing down details of which entity is responsible for each step of the process. Kim is most concerned with the actual disbursement of the funds in the most efficient way possible and asked for details on the process, settling on setting up a billing for services. COIC bills the County for the approved funds, County writes the check, mails the check to the application. A priority of the County is that the businesses who really needs the funds get them first. He wants a committee made up primarily of small local businesses, Facebook, possibly a bank owner for the fiscal side, to review and approve the applications. Kiser, Brian Iversen, Kelsey Lucas, Kim Daniels, and Cassie ***** will be on the committee and it will consist of 5 to 7 members.

Public comments included a local business owner that was denied for the first round, but who has been severely impacted by the work slowdown. County Counsel informed the attendees that the money is returned to the State if it is not used, and discussion of reapplications to ensure that all the money available is awarded to the County's businesses. By reviewing all applications before awarding a dollar amount, the entire amount could possibly be portioned out to all approved applicants. Criteria consists of businesses comprised of 100 or less employees, registered in the State of Oregon, and being a store front in Crook County; 501C6 are ineligible but 501C3 are eligible.

The participants agreed that notice needs to go out quickly to allow all to apply as the funds must be used by Dec 30, 2020, or they will be returned to the State. The application will be posted on the COIC, Crook County, and Prineville Chamber websites by Wednesday. The new committee will meet on Monday at 9:00a.m. It was suggested by Counsel to delegate authority to Judge Crawford to sign on behalf of the County in order to expedite the IGA.

Motion to delegate authority to Judge Seth Crawford to sign the agreement with COIC out of Court. Motion carried 3-0.

There being no further discussion, the meeting was adjourned at 4:00pm

Respectfully submitted,

Jennifer Orozco, County Court Secretary.

**Crook County Court
Regular Session
November 18, 2020**

The Court County Court met in a regularly scheduled Court Session on November 18, 2020 at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon. In attendance were: County Court members and staff; County Counsel Eric Blaine; Department Heads and members of the public. Assisted County Counsel John Eisler attended virtually.

The media was provided public notice of the meeting.

Judge Crawford called the meeting to order and asked Eric Bush to lead the Pledge of Allegiance virtually.

Consent Agenda

1. Approve Minutes of:
Regular Court Meetings of August 21, 2019; December 4, 2019; December 18, 2019; February 19, 2020; October 21, 2020; November 4, 2020 Regular Court Meetings
Special Sessions of April 16, 2018; May 21, 2020; June 1, 2020; and September 3, 2020
Joint City/County Work Session of March 10, 2020
Work Sessions of October 23, 2018; November 6, 2018; October 8, 2019; October 22, 2019; October 29, 2019; July 28, 2020; August 18, 2020; October 27, 2020; November 3, 2020
Emergency Executive Session - Open Portion of June 11, 2019
2. Approve Order 2020-57, Rescinding Order 2020-53 re Appropriation Transfer
3. Approve Amendment 1 to Commercial Lease Agreement with Carson Oil Company
4. Approve Agreement with HORSES for Facilitation of the Prineville Resiliency Project
5. Approve Professional Services Contracts (2) with Turning Points Recovery Services
6. Approve Extension to Construction Contract with Umpqua Roofing for Archives Building Roof Project
7. Approve Brasada's Phase 5 Replat 1-Year Extension Request
8. Approve Extension #1 to Professional Services Contract with Peter Watts
The Court reviewed the Consent Agendas and made no changes.
MOTION:
Commissioner Brummer moved. and Commissioner Barney seconded to approve the Consent Agenda as presented. Vote was 3-0, motion carried.

Scheduled Appearances: None Scheduled

Discussion:

Discussion of RFP Results for Landfill Scale house Software Procurement

Landfill Manager Jeff Merwin presented the two bids received for the RFP for Landfill Scalehouse Software Procurement. Paradime, \$212,945. SMS Turbo, \$169,981.22. Mr. Merwin had contacted other landfills regarding their experience with the two. The most positive responses were regarding SMS. SMS is used in Deschutes Coun

and Mr. Merwin was impressed by the questions they asked regarding the needs and wants of the Landfill, and the SMS bid has everything that was wanted in the software, and the bid has 9 pages of specs. He recommends SMS as the approved RFP response.

Assistant County Counsel appeared virtually. He advised the Court that both of the companies were responsive, and both are east coast companies. He recommends accepting the bid from SMS at \$169,981.61.

MOTION:

Commissioner Brummer moved to accept and approve the bid from SMS. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

ADDITION:

Commissioner Barney and Mr. Merwin discussed the fuel pump located at the Landfill that is used by several of the County departments including the Sheriff's Office. The pump has been down a few times recently, and there is a question of what needs to be done to improve the service. The pump is outdated from 1970s, and Mr. Merwin has found that the pump goes down in really cold weather. He has cleaned and lubed the pump and will not know if that took care of the problem until the really cold weather returns. Discussion was held regarding researching new pumps. Commissioner Barney advised the Court and Mr. Merwin that the Sheriff's Office is looking around for another fueling site. Mr. Merwin said that the landfill fuel is exempt from tax, so they will want to take that information into consideration as they do the research. There may need to be a fuel pump replacement.

After addressing the agenda items in Open Session, Judge Crawford adjourned the Court into Executive Session under ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION:

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

County Counsel Eric Blaine presented updated information on a Purchase and Sale Agreement that is close to completion, explained the changes in language, the revenue to be received, and the timeframe for completion of the agreement with signatures.

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

Discussion regarding an agreement between two entities other than the County, and the language changes that will eliminate the County out of this agreement and out of all liability.

Judge Crawford adjourned the Court out of Executive Session and into Open Work Session, inviting members of the public into the meeting room.

OPEN WORK SESSION:

9:24 a.m.

No motions are required, both matters are an update today and will be brought back to the County Court in a future meeting.

Respectfully submitted,

Colleen Ferguson
Crook County Court Secretary

**CROOK COUNTY COURT MINUTES
OF DECEMBER 16, 2020 REGULAR MEETING**

Be It Remembered that the Crook County Court met in a Regular Court meeting on December 16, 2020, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Jennifer Orozco and Amy Albert; Sheriff John Gautney; Health Director Muriel DeLaVergne Brown; Kim Herber, Extension; IT Director Troy Poncin; Fairgrounds Manager Casey Daly; Janet Pritiskutch, Finance; County Surveyor Greg Kelso; and Landfill Manager Jeff Merwin.

REGULAR SESSION

The meeting was **called to order at 9:00 a.m.** Casey Daly led the Pledge of Allegiance and Pastor Stephen Gilday said the prayer.

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

Discussion item #8: Debbie Palmer is retiring as the County Treasurer December 31, 2020. Discussion was held regarding appointing Galan Carter as temporary treasurer until the 2022 election.

MOTION to approve Order 2020-66, acknowledging Debbie Palmer's service and appointing Galan Carter as temporary treasurer. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #10: Janet Pritiskutch presented pros and cons for three different budgeting and transparency software solutions for the finance department. It was concluded that OpenGov most closely met the requirements and budgeting needs of the Finance/Treasurer Department.

MOTION to retain the software services of OpenGov as representing the best value to the County, and agreed to sign outside of Court. Motion seconded. Motion carried 3-0.

Discussion item #9: Greg Kelso presented a two-year lease extension to store records in relation to any documentation associated with county surveys; this is the fourth lease extension. Mr. Kelso discussed his position as the County Surveyor, the fact that he also maintains a private surveying business and the current workload demands. Mr. Kelso asked the Court to begin the process of considering the creation of a full-time county surveyor position in the future.

Discussion item #12: Casey Daly presented information regarding the remodeling of the restrooms at the fairgrounds. Mr. Daly has reached out to several companies for quotes, some

companies have not responded, and others are not expected to submit their quotes until December 21, 2020. Mr. Daly will continue to pursue the remodel of the restrooms at the fairgrounds, but, at present, it does not seem that this project can be pursued with CRF money, given the December 30, 2020 deadline.

Discussion item #11: Janet Pritiskutch discussed the need to use the remaining CARES ACT funding before December 30, 2020. The Court will hold a special meeting before December 30, 2020 to make determinations as to where these funds will be allocated.

Discussion item #13: Casey Daly presented the Pacific Power Mobility Grant. This grant will provide the fairgrounds with an electric tractor and two charging stations. The tractor will be shared with other counties and will present programs, such as 4-H and FFA, an opportunity to interact with the tractor.

MOTION to accept the Pacific Power Mobility Grant. Motion carried 3-0.

Discussion item #14: Janet Pritiskutch presented the possibility of the Health Department and the Sheriff's Office using ABHA funds. Muriel DeLaVergne-Brown discussed the Health Department's increased staffing costs due to the pandemic. John Gautney discussed using the funds to staff a full-time nurse in the jail. No decision need be made by the County Court today. Commissioner Barney will meet with the sheriff's office and Health Department to propose how the money may be used in the future.

EXECUTIVE SESSION

The Court went into Executive Session to discuss matters under the following statutes: **ORS 192.660(2)(e)** For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions; and **ORS 192.660(2)(h)** Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

At the conclusion of the executive sessions, the Court reconvened back into public session.

MOTION to delegate Commissioner Barney the ability to correspond as directed in Executive Session. Motion carried 3-0.

At 10:41 a.m. the Court went back into Executive Session to discuss matters under the following statute: **ORS 192.660(2)(e)** For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

At the conclusion of the executive session, the Court reconvened back into public session.

MOTION to correspond as directed in Executive Session. Motion carried 3-0.

There being no further business, the meeting adjourned at 10:46 a.m.

Respectfully submitted,

Amy Albert

PUBLIC HEARING re Crook Flat Solar/ Appeal 217-20-000320-PLNG Public Hearing
Proceedings of October 6, 2020 Hearing and Continued Hearing held on October 21, 2020

BE IT REMEMBERED THAT the Crook County Court held a public hearing on October 6, 2020 at 9:30 a.m. The meeting was held at 320 NE Court Street, Prineville, OR. In attendance were Judge Seth Crawford; Commissioner Brian Barney; Commissioner Jerry Brummer; County Counsel Eric Blaine; Assistant County Counsel John Eisler; Peter Watts, Contracted County Attorney; Community Development Director Ann Beier; and County Court Secretary Colleen Ferguson.

Others in attendance: Attorneys representing the Applicant; In Person, Jake Stevens; Paul Stern; Merrisa Moeller, Max Yoklic, and Tim McMann, Stoel Rives, representing NewSun; Greg Jackle; Sara Gregory (via phone) ODFW, and Conservation Development Jon Jinings; and Katie McDonald, Hannah Elliott, and Ann Beier, Community Development.

Mr. Watts presented the preliminary comments regarding today's Public Hearing on the photovoltaic solar projects, Crook Flat Solar and West Prineville Solar.

Procedure for the hearings was outlined to the parties. Draft findings have been prepared by County Planning Director Ann Beier and Attorney Peter Watts. An overview was presented regarding the history of the process and approval of the conditional use permit by Crook County Planning Commission and the mitigation ratio of 1.5 to 1.

The three options provided by the Applicant for mitigation were presented: 1, Juniper Cutting; 2 payment-in-lieu of mitigation; and #3 a mitigation project to be determined in the future and approved by ODFW. The proposed findings articulate that mitigation options 1 and 2 constitute appropriate mitigation options.

Procedure and timing were explained. Ms. Moeller asked that the Appellant present first.

Judge Crawford opened the Public Hearing. The Court was polled: bias, none; ex parte or site visit, no; challenges of the Court, no; challenges of the declarations of the Court, no; and any questions as to procedure, no.

Peter Watts presented the proposed findings for Crook County and explained the options of a decision today or continuing the hearing to a date and time certain.

Appellant: State of Oregon

Greg Jackle, Biologist, Oregon Department of Fish and Wildlife (ODFW), 2042 SE Paulina Highway, Prineville, Oregon. Mr. Jackle asked Jon Jinings, Land Conservation and Development Commission, to begin and save time for rebuttal. Mr. Jinings stated they had no interest blocking development, but the wildlife issue is important and the solar rules are written to address this. Mr. Jinings then requested an extension of 14 days to review the new information presented late yesterday from the Applicant.

Mr. Jackle said a great deal of work was put into the comments that have been submitted. He provided a brief history of the local ODFW. He echoes the comment regarding the information received yesterday and asked that the record be left open to respond to that information. His biggest issue is specificity of the plan; he wants assurances that the mitigation will be completed. He stated it is a functioning wildlife habitat and not appropriately categorized as a 6.

Mr. Watts stated that this is an on-the-record hearing and any evidence received after the existing record would require the Court to re-open the record for a de novo hearing. Judge Crawford said his feeling is that if the Appellant has not reviewed the information but would like to have time to review, they need the time. If not in the record, the Court would not have an opportunity to resolve the State's concerns. Ms. Moeller said she encouraged the State to address the points she made in her brief. Judge Crawford said there were no questions from the Court of the appellant.

Applicant

NewSun Attorney Merissa Moeller said the submitted written document was based on the record and Crook County code allows additional comment or argument. There is no need to re-open the record as the document sent yesterday does not contain new evidence. The Applicant believes there are legal matters that need to be resolved. There are two more projects to be put before the CCCD. Three options by the Applicant were presented. The State says they are not adequate. The Applicant believes these issues may keep coming up, and this is an overreach by the State over the County's decision. ODFW can comment to the County on mitigation, but it is the County's decision on mitigation and the State is coming in to require the additional mitigation over what the County requires.

The Applicant came in with a final mitigation plan with three options and it is essential that all three options be addressed. Ms. Moeller explained the three options and the comments regarding the mitigation options: Option 1, no net loss and a net benefit of the quantity/quality of the habitat through juniper removal. The State feels that option was not specific enough, even though it has clear directives and will be performed in Crook County; Option 2 payment in lieu of mitigation that the State says is not specific enough even though it is using their formula; and Option 3, in the future, ODFW would approve a to-be-determined mitigation project. That's why this is so important, ODFW keeps asking for more and more and saying what we have is not reasonable.

Judge Crawford and Ms. Beier, CCCD, discussed this issue of getting to the heart of the language of solar rules that state that the local government's responsibility is to determine an appropriate mitigation plan.

Mr. Watts: The applicant has agreed on Option 1 to mitigate 1.5 acres to 1 acre. Option 2 makes a payment to the conservation agency based on acreage, and Option 3 will agree to specific mitigation later with ODFW. He cannot say what will happen in the future. The proposed findings support Options 1 and 2, with no findings for Option 3. The State proposed a 2 to 1 mitigation ratio and the Applicant has said 1.5 to 1. Mr. Watts discussed the disagreement regarding the proper habitat category, 2 or 6, but the Applicant agrees to mitigate as if it is category 2.

Assistant County Counsel John Eisler: The County is responsible for determining appropriate mitigation. Option 3 hasn't been decided by the courts as it relates to Solar developments, but it is very similar to the *Gould* case which dealt with a destination resort, where the mitigation plan was rejected.

Ms. Moeller for the applicant: If the Court adopts the findings of the Outside Counsel, it still does not clear up the issue of specificity.

Ann Beier: The State says this is not specific enough. The Applicant feels we do need clarity from LUBA. The Applicant's proposed findings and options that the County could consider were explained. Discussion revolved around the options, 1 and 2 can be defined, 3 is a wildcard.

Discussion was held regarding the document received late yesterday, and whether it should be excluded or addressed. Ms. Moeller said the purpose of the written document is to provide additional context and importance of this case, and NewSun would like to have a response to the document. Mr. Eisler explained that our rules disallow new evidence but permit further argument. The document contains further arguments and that is procedurally allowable.

Judge Crawford asked for any additional comments from the Staff. Ann Beier advised that she received the document from Ms. Moeller yesterday, and did skim over the document but did not have time to review closely.

Mr. Watts: Felt the brief was excellent work and summary regarding the legal issues. Both the Appellant and Applicant want to resolve the issue of how much influence does ODFW have over the County's decision. If the County wants to be a test case, Counsel could draft findings to tee up the issues. The Court can decide to go either way.

Judge Crawford asked if there was a reason to not continue for 14 days. Mr. Watts said that if the Applicant and the Appellant want the clarity, and the Court agrees for the need of clarity, the hearing should be continued.

Rebuttal, Appellant

Greg Jackle, ODF&W: He feels Option 1 is not specific enough, with no site identified. This is their only chance to comment on the impact. He supports Option 2 with the Land Trust but said NewSun does not have a signed agreement and it is unknown if there are still acres available there. He cannot comment on Option 3 because there is no information about it.

Judge Crawford: The County has a good record of mitigation and has worked well with ODFW. It does not feel right to make Crook County the test case. Mr. Jackle said he understood, but they need more information to take a hard look at the plan and be able to say yes.

Applicant

Ms. Moeller asked to have an opportunity to respond. She feels the County has acted correctly. The issue is that ODFW keeps pushing back. Developers are seeing this across the state—a creep of authority. So if it isn't this application that is appealed to LUBA, it will be another one. She does

encourage the County to allow time for State respond, a week to 14 days. Commissioner Barney asked about holding another hearing, continuing today's hearing, and then the Court rendering their decision. Mr. Watts said he understands why the Applicant and the State are doing this. This is the perfect place and time to have LUBA decide the level of specificity needed in a mitigation plan. He added that he did not see the value to a continuance.

Mr. Eisler stated Ms. Moeller laid out their legal map and there would be a benefit in understanding the State's position better. Jon Jinings said the State is trying to do its job, the rules intend for the County to be the arbiter, but the decision has to be based on facts and evidence.

MOTION:

Commissioner Brummer moved to close the public hearing. Commissioner Barney seconded the motion. Vote was 3-0, motion carried.

The Court began deliberation and discussed the possibility of Ms. Moeller and ODFW meeting and solving the issue. Judge Crawford responded, no. Ms. Beier learned more about ODFW's position regarding the formula for cash to the Land Trust. She still wasn't clear if ODFW wanted an agreement with land trust today or before the groundbreaking. Ms. Beier feels that we as the County can define what "appropriate" is. Commissioner Brummer said that the County is setting the standard not only for the County, but also for the State. He has heard new things today that had not been in the record before. He believes this can be worked out and wants to give them two more weeks. Commissioner Barney thinks we'll keep seeing these conflicts and wants clarity now. Option 3 isn't a plan, but the County needs to defend the options it does approve. Judge Crawford asked if this is worth the time and cost. Commissioner Barney believes a clear ruling will provide clarity for other solar companies.

Peter Watts discussed the timeframe, specificity, and mitigation ratio. The issue with specifying a certain site now was that a natural disaster, like a fire, could happen and then mitigation could not be performed at that site. If Option 3 is allowed, how can the public support it if they do not know what it is? He brought back the 14-day break. Commissioner Barney would like more time to render his decision. Commissioner Brummer agreed that the Court could use the 14 days to decide.

Judge Crawford asked about the time that would be required for assembling the record for LUBA. Mr. Watts said it will take a lot of time to assemble, and there would be a need for the Applicant's agreement to stay the clock for 150 days. Ms. Moeller said the applicant is willing to extend to the 150-day rule.

MOTION:

Commissioner Barney moved to continue this Public Hearing to a time certain of 1:30 p.m. on October 21, 2020; ODFW's response is due in seven days and the Applicant has three days after that for a reply. Commissioner Brummer seconded the motion. Vote was 3-0, motion carried.

Judge Crawford adjourned the Public Hearing at 11:20 and continued the hearing to October 21, 2020 at 1:30 p.m. in the County meeting room located at 320 NE Court Street, Prineville, OR, 97754.

October 21,2020/Continued public hearings from October 6, 2020.

PUBLIC HEARINGS

Land Use Appeal 217-20-000320-PLNG, Crook Flat Solar

Land Use Appeal 217-20-000375-PLNG, West Prineville Solar

Attendance: County Court members: Judge Seth Crawford; Commissioner Brian Barney; Commissioner Jerry Brummer; Legal Staff: County Counsel Eric Blaine; Assistant County Counsel John Eisler; Peter Watts, Contracted County Attorney; County Court Secretary Colleen Ferguson; Crook County Community Development (CCCD) Katie McDonald, Hannah Elliott, Ann Beier.

Attendance: Members of the Public: Attorneys representing the Applicant; In Person and on phone for Webex, Jake Stevens; Paul Stern: Marisa Moeller and Tim McMann, Stoel Rives, representing NewSun; Jon Jinings, DLCD; Oregon Department of Fish and Wildlife: In Person Greg Jackle;

Judge Crawford called the Public Hearing to order.

Today is the continuation of a Public Hearing involving NewSun Photovoltaic project, Crook Flat.

Land Use Appeal 217-20-000320-PLNG , Crook Flat Solar

Mr. Watts presented an overview of the Public Hearing held on October 6th, 2020 regarding Land Use Appeal 217-20-000320-PLNG, Crook Flat Solar. This public hearing references 217-20-000547-PLNG CUP (Conditional Use Permit).

Mr. Watts explained the purpose of the Public Hearing, the applicable criteria and the hearing on the record of the Planning Commission's decision. The burden per Applicant and Appellant was explained, and directions were provided regarding what information can be raised today. The documents to be entered into the record were the reply by DLCD and ODFW. Ms. Moeller objects to the consideration of new materials that include a set of new recommendations six months after the evaluation by the Planning Commission. Mr. Jackle asked if the objection was to the entire response or just the white paper on Winter Range. Ms. Moeller responded the entire white paper and any specific recommendations in the response brief that were not before the Planning Commission.

Mr. Watts expressed that the Planning Commission heard generalized evidence on mitigation, but it didn't include specific recommendations. He discussed what would constitute new evidence not considered by the Planning Commission. If the Court accepts the new evidence, it would create a de novo hearing or could be remanded. Mr. Watts explained that this hearing is on the record, and the Court could accept a portion of the letter with legal arguments but not the new evidence regarding specific criteria. Luckily, the Court already had three sets of findings of facts before ODFW's response. If the Court went with a new, fourth version of the findings of fact, the Court would want to give the Applicant an opportunity to object on the record.

MOTION:

Commissioner Barney moved to not accept the portions of the letter that raise new issues not presented before the Planning Commission. Commissioner Brummer seconded. Motion was 3-0, motion carried.

Mr. Watts noted the Supplemental Staff Report also addresses the new evidence raised by ODFW. Ms. Moeller objects to any consideration by the Court of the evidence based ODFW's response. Mr. Watts recommends excluding the supplemental staff report.

MOTION:

Commissioner Brummer moved, and Commissioner Barney seconded to exclude the supplemental staff report. Vote was 3-0, motion carried.

Mr. Watts asked if there were any objections to the inclusion of Applicant's reply received on Friday. No objections. Mr. Watts asked if there were any objections to including legislative history into the record. No objections. Mr. Watts asked if the Court wanted to hear additional argument from Applicant or Appellant. Court did not and chose to open the public hearing at this time.

Public Hearing

Judge Crawford polled the Court for any ex parte communication, actual conflicts, bias, or site visits. Response from the Court members was "No". He asked if the audience would have any challenge of any member of the Court. There was not. The audience and participants were asked if there were questions about the procedure of today's hearing. There were no questions.

Staff Report

Mr. Watts provided the procedure for today's hearing. Both the Applicant and the Appellant will have five minutes each to present. Mr. Watts then provided legislative history for HB 2329 through two committee hearings, one of which singled out Crook County as a county that has shown it sites solar facilities properly. The County has an established history with payment-in-lieu mitigation and an appropriate formula that calculates the cost per acre developed.

Regarding Option 3, his job is to educate the Court on legal risk. He understands the arguments on both sides, and approving a mitigation plan without the chance for public input gives him pause. The *Lake County* case suggests Option 3 could be fixed if a condition of approval required further public process once the details were ironed out. Overall, Options 1 & 2 had far less risk than Option 3.

Appellant

Jon Jinings, DLCD, deferred to Greg Jackle, ODFW. Mr. Jackle referenced the strong history of working with the County on prior mitigation projects. Mr. Jackle reminded the Court that Crook Flat is not an HB 2329 project, and the current protections in the County's code are strong. ODFW desires a mitigation plan that is simple, to the point, and brief. He requests that the Court focus on Option 2, as it is a good formula. He would like more specificity but wants to move forward if the Applicant can identify the land conservation agency and have assurances the mitigation project will be done.

Applicant

Ms. Moeller agreed that HB 2329 did not apply to Crook Flat. Ms. Moeller said the key thing in this appeal is that the Planning Commission approved the application with all three options, if the Court wishes to change course, it will need to make explicit findings of fact that the Planning Commission's decision was legally incorrect. Their preferred course is for the Court to approve all three options as the Planning Commission did, but modify the findings with their proposed findings of fact to bolster the opinion and tee it up for appeal. Judge Crawford asked Ms. Moeller a question about Option 3, to which she responded that the legislature didn't consider Option 3, but the *Lake County* case did and Option 3 here is distinguishable because there is a final mitigation plan, ODFW did weigh-in, and the Planning Commission was able to make findings of current compliance with the rules.

Mr. Watts noted that the Court could approve the CUP, just with two options instead of three. Applicant Jake Stephens added that what ODFW is asking for and the way they are changing the rules would give them de facto veto power and create a mess for the Planning Commission. Option 3 is worth fighting for because it would bolster County revenue and avoid projects failing because of a fire or non-profit going out of business. He distinguishes the application from *Lake County* in that there, the applicant and County could have provided no mitigation at all; that isn't an option here as ODFW has to sign off on it.

Mr. Watts added that he agrees HB 2329 does not apply to this case; the legislative history was discussed to demonstrate that the legislature approves of Crook County's current siting of solar facilities.

2:10 Public Hearing adjourned.

Judge Crawford believes Options 1 and 2 are best, as they allow the project to move forward now and Crook County likes moving at the pace of business. He also likes Option 3, and they could take another look at that in an application down the road, but it isn't appropriate for this case.

Commissioner Barney believes the Planning Commission did a good job and likes all three options. Option 3 would be a great choice if it was structured better, but there isn't enough detail to it so he prefers Options 1 and 2. Commissioner Brummer agrees.

Judge Crawford discussed that this area was identified as ideal for solar facilities. He mentioned the importance of the outdoors, of tourism, of solar and of mitigation. He expressed faith in the capabilities of the Planning Commission and believes that mitigation cannot be a barrier to renewable energy—there has to be a balancing act. If the parties cannot come to an agreement, it is the County's job to decide. Both sides have good points and he appreciates the tension between certainty and flexibility. Input from local stakeholders is very important, and he doesn't feel Option 3 provides for that and is thus not the right choice for Crook County.

Judge Crawford feels much more comfortable with Options 1 & 2. The County should be consistent where it can be; 1.5:1 is a good ratio and meets his understanding of the standard. He questions exactly how much detail should be in the mitigation plans at this point, as there is the possibility of fires or other unforeseen events that support some level of flexibility. He likes outside counsel's proposed findings of fact because they are simple, and he's inclined to adopt them.

Motion:

Commissioner Barney moved to adopt outside Counsel's proposed findings of fact and conclusions of law with Options 1 and 2. Commissioner Brummer seconded the motion. Vote was 3-0, motion carried.

3:20 p.m.

Judge Crawford adjourned the Public Hearings.

Respectfully submitted,

Colleen Ferguson
Crook County Court Secretary

PUBLIC HEARING re West Prineville Solar / Appeal 217-20-000375-PLNG

Proceedings of October 6, 2020 Hearing and Continued Hearing held on October 21, 2020

BE IT REMEMBERED THAT the Crook County Court held a public hearing on October 6, 2020 at 11:30. The meeting was held at 320 NE Court Street, Prineville, OR. In attendance were Judge Seth Crawford; Commissioner Brian Barney; Commissioner Jerry Brummer; County Counsel Eric Blaine; Assistant County Counsel John Eisler; Peter Watts, Contracted County Attorney; County Court Secretary Colleen Ferguson; and Katie McDonald, Hannah Elliott, and Ann Beier, Community Development.

Others in attendance: Attorneys representing the Applicant; In Person, Jake Stevens; Paul Stern; Merissa Moeller, Max Yoklic, and Tim McMann, Stoel Rives, representing NewSun; Greg Jackle; Sara Gregory (via phone) ODFW, and Jon Jinings, DLCD.

Mr. Watts presented the procedure for the hearings. Draft findings have been prepared by County Planning Director Ann Beier and Attorney Peter Watts. An overview was presented regarding the history of the process and approval of the conditional use permit by Crook County Planning Commission and the mitigation agreement for West Prineville of 1 to 1.

Ms. Moeller asked that the Appellant present first.

Judge Crawford opened the Public Hearing. The Court was polled: Bias, none; ex parte or site visit, no; challenges of the Court, no; challenges of the declarations of the Court, no; and any questions as to procedure, no.

Staff Report:

Mr. Watts provided information on this Public Hearing for Land Use Appeal 217-20-000375-PLNG, West Prineville Solar. This project involves the modification of an existing Conditional Use Permit (CUP) for a solar facility and is governed by the new HB 2329 solar statute, ORS 215.446. Certain elements of the mitigation plan are agreed to, such as installing corner gates and a mitigation ratio of 1:1.

The Planning Commission approved the application with a mitigation plan that has three options: Option 1, juniper treatment; Option 2, payment-in-lieu of mitigation to conservation group; and Option 3, a mitigation project to be agreed to a later date with ODFW. Mr. Watts then spoke about the details of HB 2329, the Appellants' issues with the mitigation plan, and the desire of the parties and solar stakeholders for clarity regarding what "consultation with ODFW" and "consistent with" their administrative rules mean.

There were no questions for Mr. Watts.

Appellants

Jon Jinings, DLCD: Their goal is not to block development, they just want the wildlife mitigation issue resolved and this application invokes the new law. He requested a continuance to respond to Ms. Moeller's letter.

Greg Jackle, ODFW: The Millican project was also large enough to trigger HB 2329. ODFW signed off on that one because the applicant had an agreement with Deschutes Land Trust. He also noted they aren't requesting mitigation for the entire project, just the new acreage with this modification.

Applicant

Ms. Moeller, NewSun: Asked that all discussion and argument in the Prior Hearing # **Appeal 217-20-000320-PLNG** be incorporated into this record. She noted with HB 2329, this application has pressing legal questions that the Court must grapple with. She stated ODFW recently signed off on the Millican project, they are proposing the same thing here, yet ODFW is appealing them. NewSun alone has multiple projects planned for Crook County and encourages the Court to do the legwork now to address these issues, particularly the applicability of OAR 635-415-0020(8), as the Planning Commission did not consider it. Looking practically at this application: it is low quality habitat, with minimal value to big game—it is not within mapped big-game territory. Mention is made of the Goal 3 exception argument; Appellants agree that argument has been waived.

Appellants

Mr. Jackle, ODFW: Option 3 is a catchall and he would need more information to be able to comment on it. Mr. Jinings it's going too far to say that the state wants veto authority and instead just wants consistency with the rules.

Judge Crawford believes these decisions are made best by the local community. Mr. Watts discussed the different requirements for varying habitat categories. Ms. Moeller, regarding Option 3, said this would be a project ODFW approves in the future. In general, what ODFW is asking for is not supported by the law and is an overreach. Mr. Jinings says the application must comply with the new language in ORS 215.446, which require the mitigation plan be consistent with the rules applying ORS 496.192. He suggests this is read to mean consistent with the requirements of OAR 635-415-0020(8).

Mr. Watts: There is strong interest in clarity regarding what this new law means. There is no dispute here regarding the mitigation ratio. Mr. Watts and Ms. Beier prepared the proposed findings yesterday. This one is more likely to be appealed than Crook Flat due to HB 2329.

MOTION:

Commissioner Brummer moved, and Commissioner Barney seconded to close the public hearing. Vote was 3-0, motion carried.

Applicant agreed to an extension of 150 days, the parties agreed to the schedule of 7 days for ODFW's reply and 3 days more for the applicant to respond, and for the hearing be continued to October 21, 2020 to follow the hearing on 217-20-000320-PLNG/ Crook Flat beginning at 1:30 p.m. in the County meeting room, 320 NE Court Street, Prineville, OR 97754.

MOTION:

Commissioner Brummer moved, and Commissioner Barney seconded to continue the public hearing to 1:30 p.m. on October 21, 2020. Vote was 3-0, motion carried.

October 21,2020/Continued public hearings from October 6, 2020.

PUBLIC HEARINGS

Land Use Appeal 217-20-000320-PLNG, Crook Flat Solar

Land Use Appeal 217-20-000375-PLNG, West Prineville Solar

Attendance: County Court members: Judge Seth Crawford; Commissioner Brian Barney; Commissioner Jerry Brummer; Legal Staff: County Counsel Eric Blaine; Assistant County Counsel John Eisler; Peter Watts, Contracted County Attorney; County Court Secretary Colleen Ferguson; Crook County Community Development (CCCD) Katie McDonald, Hannah Elliott, Ann Beier.

Attendance: Members of the Public: Attorneys representing the Applicant; In Person and on phone for Webex, Jake Stevens; Paul Stern: Marisa Moeller and Tim McMann, Stoel Rives, representing NewSun; Jon Jinings, DLCD; Oregon Department of Fish and Wildlife: In Person Greg Jackle.

Judge Crawford called the Public Hearing meeting to order.

Today is the continuation of Public Hearing NewSun Photovoltaic project West Prineville Solar.

Land Use Appeal 217-20-000375-PLNG, West Prineville Solar CUP 217-20-000546PLNG

West Prineville Solar Voltaic

Staff Report

An overview was presented of the application process. On June 2, the Planning Commission issued a CUP. On June 15, ODFW appealed the mitigation plan. This is an on-the-record appeal under CCC 18.172.110.

The process was explained for the Public Hearing. The Appellant has the burden of proof to show the approval was in error; Applicant has the burden of proof to show the applicable criteria are met.

The Court was polled on conflicts of interest or bias, no; site visits or ex parte communication, no; challenge of Court's jurisdiction, no; challenge of any member of the Court, no.

Ms. Moeller requested an incorporation of her objection from Crook Flat, objecting to the inclusion or consideration of any new issues and suggested paths forward in ODFW's response that were not before the Planning Commission and the portions of the supplemental staff report that rely on that evidence.

MOTION

Commissioner Brummer moved that the County exclude the portions of Appellants' written response that raised new evidence outside of the record. Commission Barney seconded the motion. Vote was 3-0, motion carried.

Greg Jackle, ODFW: He's not an attorney, but a lot of time was put into that letter. The idea was to provide a compromise; we're working in good faith for a solution.

MOTION:

Commissioner Brummer moved to also exclude the supplemental staff report that addressed the new evidence Appellants raised in ODFW's response. Commissioner Barney seconded. Vote was 3-0, motion carried.

Mr. Watts presented on the legislative history of HB 2329, which allows counties to site larger solar facilities in a hybrid model that borrows much of the EFSC requirements. Discussing the committee hearing and the various drafts, it is clear that the local governments must strictly follow the sage grouse requirements but not the EFSC requirements for habitat mitigation. Mr. Watts discussed various representatives wrestling with how prescriptive to make the habitat mitigation rules, noting that counties need flexibility and the ability to process more facilities. Crook County was mentioned as the "gold standard" for siting solar facilities.

Ms. Beier reminded everyone that the site is not been mapped as big game habitat. The rules require the Applicant to consult with ODFW. They did and here we are.

Appellants

Mr. Jackle commented that the projects allowed through HB 2329 take a lot of acreage out of habitat, and yes, this project is not within mapped big game habitat. He notes that though the EFSC language was taken out of the final bill, it still references the ODFW statute that directs to the rules. He is proud that Crook County was recognized as the gold standard, that was for the agreement with Deschutes Land Trust. He prefers Option 2.

Mr. Jinings stated that he didn't have much to add, but he remembers the thrust of the legislative amendments as the development community hoping to avoid EFSC but still keep the core tenets.

Applicant

Ms. Moeller, NewSun Energy: Asked to incorporate her comments from Crook Flat. There is a lack of legal clarity on HB 2329. Her proposed findings of fact will help LUBA provide that clarity. She provided a couple possible preferred paths forward.

Jake Stephens, NewSun: Encourages the court to see the big picture. ODFW is changing the rules, as their mitigation plan is better than Millican's, yet they're being appealed. NewSun has thirteen projects around the state and fears they'll have to litigate this over and over if they don't get resolution now. He reiterates that Option 3 is different than the *Lake County* case.

Mr. Watts: If appealed, the type of specificity ODFW is asking for won't be in the record, but he understands their point. "Consistent" means similar but not the same. As it is, this would not make a worthwhile appeal to get the clarity the parties are seeking.

Commissioner Brummer asked if the Planning Commission's decision could have been more definitive. Mr. Watts replied that the Planning Commission did exactly as it should have. If ODFW had testified before the Planning Commission that it wants X, Y, and X in the mitigation plan, that would be a cleaner tee-up to LUBA and give the parties a better chance to get what they want. Without a clear court ruling, it would require the legislature to clean the language up.

Mr. Stephens: ODFW has keyed up the big difference—does OAR 635-415-0020(8) apply? Does the County have discretion? This is the right case and we want an answer now. Ms. Moeller commented that the decision by the Court is to set the County up better if appealed. Mr. Stephens adds that he wants their findings in the decision.

Mr. Jackle: Option #2 is viable. Specificity can be determined later. The important thing is the formula: if the Planning Commission approved only Option #2, we'd be done here.

Ms. Beier advised that Option 2 has been adopted on 4 or 5 applications. She understands Mr. Stephens' point and what she's hearing Mr. Jackle say is "we just need the final details before you break ground." That's the way we've always done it. Mr. Stephens is right, we don't want the Planning Commission to have to deal with monitoring but we do trust the applicants and state agencies to work it out.

Mr. Stephens added that it cannot be just Option #2, if Deschutes Land Trust keeps saying it won't provide mitigation, that will kill the project.

Mr. Watts discussed the Court's option to approve only Option 2. If ODFW just wants the final formula for Option 2, it won't appeal. If Option 2 turns out to be unworkable, the Applicant can come back for a modification. Ms. Moeller notes that if the Court approves only one option, she expects explicit findings about what was erroneous with the Planning Commission's decision.

Judge Crawford closed the Public Hearing at 3:07 p.m.

Judge Crawford and Mr. Watts discussed Options 1 and 2 or just Option 2. Mr. Watts recapped that ODFW is comfortable with Option 2, the Planning Commission has utilized Option 2 five times. ODFW has expressed concerns and is less comfortable with Options 1 and 3. Option 2 allows streamlined applications and for projects to move forward faster.

Commissioner Barney asked Mr. Watts why not Option 1? Mr. Watts responded that the Court certainly could also approve Option 1. Ms. Beier added that the Court would need findings on why the Planning Commission got it wrong. Commissioner Barney said that he likes Options 1 and 2; he also likes Option 3 but it has no sideboards and deprives the ordinary person of the ability to have a hearing about it. Commissioner Brummer asks for clarification that the Planning Commission approved all three options.

Consensus of Court, Option 1 and Option 2. Judge Crawford discussed that this area was identified as ideal for solar facilities. He mentioned the importance of the outdoors, of tourism, of solar and of mitigation. He expressed faith in the capabilities of the Planning Commission and believes that

mitigation cannot be a barrier to renewable energy—there has to be a balancing act. If the parties cannot come to an agreement, it is the County’s job to decide. Both sides have good points and he appreciates the tension between certainty and flexibility. Input from local stakeholders is very important, and he doesn’t feel Option 3 provides for that and is thus not the right choice for Crook County.

Judge Crawford feels much more comfortable with Options 1 & 2. He questions exactly how much detail should be in the mitigation plans at this point, as there is the possibility of fires or other unforeseen events that support some level of flexibility. He likes outside counsel’s proposed findings of fact because they are simple, and he’s inclined to adopt them.

MOTION:

Commissioner Barney moved to adopt outside Counsel’s findings and fact for West Prineville Solar, approving Options 1 and 2, 217-20-000375 PLNG. Commissioner Brummer seconded the motion. Vote was 3-0, motion carried.

3:20 p.m.

Judge Crawford adjourned the Public Hearings.

Respectfully submitted,

Colleen Ferguson
Crook County Court Secretary

**IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK**

**IN THE MATTER OF DESIGNATION)
OF NEWSPAPERS OF RECORD)**

ORDER 2021-01

WHEREAS, the Central Oregonian is published in Crook County, Oregon, and is a newspaper of general circulation in Crook County, Oregon; and

WHEREAS, the Bulletin is also a newspaper of general circulation in Crook County, Oregon;

NOW, THEREFORE, the Crook County Court **ORDERS** that the **Central Oregonian** and **The Bulletin** are designated as co-newspapers of record for publication of all legal notices required by Oregon State Statutes or regulations. Publication in either or both newspapers shall be legally sufficient.

DATED this 6th day of January 2021.

SETH CRAWFORD, County Judge

JERRY BRUMMER, County Commissioner

BRIAN BARNEY, County Commissioner

**IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK**

IN THE MATTER OF

ORDER #2021-02

Accepting revenue, changing related appropriations, line
item adjustments and changing expenditure budget
appropriations for County Funds for Fiscal Year 2020-21

WHEREAS, this Order is made in accordance with ORS 294.471(1)(c) which provides that funds that are made available by another unit of federal, state or local government, and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period after enactment of an appropriation resolution or ordinance.

BE IT THEREFORE ORDERED that the Crook County Court hereby adopts this Order for the increases/decreases in revenues and expenditures for the purposes shown in the attached "Exhibit A" and makes the changes in appropriation for the fiscal year ending June 30, 2021.

DATED this 6th day of January 2021.

CROOK COUNTY COURT:

SETH CRAWFORD, County Judge

JERRY BRUMMER, County Commissioner

BRIAN BARNEY, County Commissioner

Exhibit A for Court Order 2021-02

Fund	Department	Current Budget	Change	Revised Budget
Health Services	Grant Programs	2,450,664	22,107	2,472,771

Appropriation of grant resources awarded after the adoption of the FY 2021 budget

Health Grant Programs			Total	\$ 22,107
	Description	Change	GL Number	Amount
	State Grant Revenue	Increase	301-1409-324.34-18	327
	Materials & Services	Increase	301-1409-520.15-19	327
	Federal Grant Revenue	Increase	301-1415-322.32-16	4,694
	Materials & Services	Increase	301-1415-520.15.19	4,694
	Federal Grant Revenue	Increase	301-1403-322.32.07	5,000
	Materials & Services	Increase	301-1403-520.15-19	5,000
	Federal Grant Revenue	Increase	301-1404-322.32-11	12,086

**IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK**

IN THE MATTER OF

ORDER #2021-03

Accepting revenue, changing related appropriations, line
item adjustments and changing expenditure budget
appropriations for County Funds for Fiscal Year 2020-21

WHEREAS, this Order is made in accordance with ORS 294.463 which states transfers of appropriations
may be made within fund or between funds, and

WHEREAS, this order is needed to transfer appropriations as described below.

BE IT THEREFORE ORDERED that the Crook County Court hereby adopts this Order for the transfer of
appropriations for the purposes shown in the attached "Exhibit A" for the fiscal year ending June 30, 2021.

DATED this 6th day of January 2021.

CROOK COUNTY COURT:

SETH CRAWFORD, County Judge

JERRY BRUMMER, County Commissioner

BRIAN BARNEY, County Commissioner

Exhibit A for Court Order 2021-03

Fund	Department	Original Budget	Change	Revised Budget
Sheriff' Office	Sheriff's Office	4,184,900	314,700	4,499,600
Sheriff's Office	Contingency	1,304,000	(314,700)	989,300
	Total		-	

Intrafund appropriation transfer - Vehicles purchase/radios and upfit equipment/Contingency

Sheriff's Office			Total	\$ 314,700
	Description	Change	GL Number	Amount
	Materials & Services	Increase	251-5001-520.05-71	218,200
	Capital Outlay	Increase	251-5001-580.80-26	96,500
	Contingency	Decrease	251-5001-569.96-01	314,700

Fund	Department	Original Budget	Change	Revised Budget
Community Development	Administration	749,100	138,400	887,500
Community Development	Building	1,353,500	(138,400)	1,215,100
	Total		-	

Intrafund appropriation transfer for onsite revenues and expenditures

Community Development			Total	\$ 138,400
	Description	Change	GL Number	Amount
	Revenues	Decrease	212-1300-329.41-xx	130,400
	Revenues	Decrease	212-1300-329.42-61	5,000
	Materials & Services	Decrease	212-1300-520.65-24	3,000
	Revenues	Increase	212-4000-329.41-xx	130,400
	Revenues	Increase	212-4000-329.42-61	5,000
	Materials & Services	Increase	212-4000-520.65-24	3,000

Fund	Department	Original Budget	Change	Revised Budget
Landfill	Materials & Services	993,400	38,000	1,031,400
Landfill	Capital Outlay	925,000	(38,000)	887,000
	Total		-	

Intrafund appropriation transfer for equipment repair

Landfill			Total	\$ 38,000
	Description	Change	GL Number	Amount
	Capital Outlay	Decrease	702-2100-580.80-13	38,000
	Materials & Services	Increase	702-2100-520.20-19	38,000

BEFORE THE COUNTY COURT OF CROOK COUNTY, OREGON

**In the matter of appointments
to the Hahlen Special Road District Board**

Order 2021-04

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

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

NOW THEREFORE BE IT ORDERED that the Crook County Court makes the following appointment to the Crook County Boards and Committees:

Board	Appointee	Term	Oath required
Hahlen Special Road District Board Position #3	Lucinda Palmer	3 -Year Term Expiring 12-31-2023	Yes

APPROVED THIS JANUARY 6, 2021

Seth Crawford, County Judge

Jerry Brummer, Commissioner

Brian Barney, Commissioner



6
Crook County Veterans Services
422 NW Beaver St.
Prineville, OR 97754
(541) 447-5304 Office
(541) 447-7505 Fax

Good Morning Crook County Courts

This letter is regarding the proposed addition of a policy which would encompass the receipt, recording, and use of donations taken in by the Crook County Veterans Service Office. From time to time our office has received donations that included but wasn't limited to money, clothing, and medical items. There was no established Donation Policy in place so one was sought out and developed to keep the Veterans Service Office within all legal and ethical means while keeping transparency. I ask that you consider this proposed policy and add it to our policies in place so that we can best serve our community. Thank You

Respectfully,

Adam Williams
Interim Director
Crook County Veterans Service Office
422 NW Beaver St.
Prineville, OR 97754
PH: 541-447-5304
FX: 541-447-7505

“VETS FIRST”

6

IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF ADOPTING A
POLICY FOR THE HANDLING OF
DONATIONS MADE TO THE CROOK
COUNTY VETERANS SERVICE
OFFICE**

ORDER 2021-05

WHEREAS, as part of its public responsibilities, Crook County operates a Veterans Service Office, which is empowered to offer support and resources to those who have served their country honorably; and assist those veterans, military, spouses, widows(ers) in Crook County; and

WHEREAS, from time to time members of the general public may wish to donate to the services of the Veterans Service Office. It is useful and prudent to establish a policy describing how such donations will be received and establishing procedures to help ensure that the confidence of the general public is maintained through transparency, accountability, and diligence.

NOW, THEREFORE, the Crook County Court hereby **ORDERS** that the following Veterans Service Office Donation Policy (hereinafter “the Policy”) be adopted immediately.

Section One: Application. The Policy applies to the Crook County Veterans Service Office, and all other Crook County employees or volunteers who are assigned to work with the Veterans Service Office on individual projects.

Section Two: Duration. The Policy becomes effective immediately, and continues in force until terminated, revised, or superseded by action of the Crook County Court.

Section Three: Supplementary Authority. The Policy is meant to supplement, not conflict, with Oregon laws regarding public official ethics, accepted accounting practices, and principles of good government. If any individual discovers a conflict between the terms of this Policy and other applicable authority should alert the Veterans Service Office as soon as possible. While the conflict is being examined, staff will conduct themselves conservatively so as to maintain the public trust.

Section Four: Donations to the Veterans Service Office: Members of the general public, Crook County employees, other public officials, and anonymous donors may donate to the Veterans Service Office as described in the Policy. These donations must be made or be payable to the Veterans Service Office, rather than individual County employees.

Section Five: Receiving Schedule: The Veteran Service Office Director is empowered to establish dates and time when the Veterans Service Office will receive donations.

Section Six: Requests for Anonymity: Subject to applicable law, County staff will honor a donor's request for anonymity. The identity of an anonymous donor is information which the County as a public body has agreed to receive confidentially, is information which is reasonably considered confidential, and the County has obliged itself in good faith not to disclose the information pursuant to ORS 192.355(4).

Section Seven: Donations of Money: Donations of cash or checks will be documented on the same day they are received, according to a method defined by the County Finance Office. In the absence of more detailed processes, the documentation will include maintaining a register of donations, which will include entries for the date and time the donation is received, the name of the Veteran Service Office personnel who processed the donation, the amount of the donation, whether the donation is in cash or check, the name of the donor (or that the donor wishes to be anonymous), and a copy of a receipt provided to the donor commemorating the donation. Donated money will be stored in a lock-box placed in a secure location. Donated money will be deposited with the Finance department within 5 business days of receipt.

Section Eight: Donation of Money Substitutes: For the purpose of the Policy, "money substitutes" refers to letters of credit, bonds, stock certificates, assignments of account, or other such items evidencing a right to be paid. Prior to accepting any money substitute, Veterans Service Office staff will ask to make a copy of the article and forward it on to the County Legal Department for its review. The Legal Department will thereafter promptly advise the Veterans Service Office whether the money substitute can or should be accepted.

Section Nine: Donation of Real Property: Ownership or interests in real property may only be accepted by the Crook County Court. Donors who express an interest in such a donation will be directed to contact the County Legal Department.

Section Ten: Donation of Intellectual Property: Ownership or interests in intellectual property may only be accepted by the Crook County Court. Donors who express an interest in such a donation will be directed to contact the County Legal Department.

Section Eleven: Donation of Personal Property: Donations of personal property may be accepted at the discretion of the Veteran Service Office Director, and may be limited to specific types of items (clothing, school supplies, etc.) If personal property is accepted, County staff will not provide any estimate of the dollar value of such items, but will provide a receipt to the donors describing the donation and the date and time it was accepted. The Veterans Service Office will maintain a register of donations, which will include entries for the date and

time the donation is received, the name of the Veterans Service Office personnel who processed the donation, a general description of the items received, the name of the donor (or that the donor wishes to be anonymous), and a copy of a receipt provided to the donor commemorating the donation.

Section Twelve: Donation of Perishable Items: Perishable items, including but not limited to food, may only be received at designated times and places as the Veterans Service Office Director may determine. If received, such perishable items will be distributed to qualified recipients in a timely manner. The Veteran Service Office will maintain a register of donations, which will include entries for the date and time the donation is received, the name of the Veteran Service Office personnel who processed the donation, a description of the items received, the name of the donor (or that the donor wishes to be anonymous), and a copy of a receipt provided to the donor commemorating the donation.

Section Thirteen: Use of Donated Personal Property: To the extent feasible, donated personal property will be used for the purposes reasonably ascertainable by the nature or character of the items. If such items cannot be so used, the Veterans Service Office is empowered to donate the items to other charitable or public services projects within Crook County or Central Oregon region. By way of illustration and not limitation, if school supplies are received, and they cannot be used within a reasonable time to assist those currently or reasonably likely to be served by the Veterans Service Office, the Office would be empowered to donate the school supplies to the Crook County School District or to veteran families in need as found through the Central Oregon Veterans Council.

Section Fourteen: Written Acknowledgement of Donation: Promptly after receiving a donation, the Veterans Service Office will send a written statement thanking the donor for his or her contribution. If the donation was received anonymously, or there is insufficient contact information to send such a statement, the Veterans Service Office will draft a report to the County Court, Finance Office, and County Judge describing such donations and acknowledging receipt.

Section Fifteen: Donations for Specific Projects: A donor may donate for the purpose of assisting specific Veterans Service Office projects. To assist in transparency and accountability, such a specific donation should be clearly articulated by the donor in writing.

In order to avoid the appearance of a conflict of interest or receipt of unethical gifts, the Veterans Service Office staff will work with the donor to both effectuate the request and to comply with this limitation.

Section Sixteen: Administrative Responsibilities: The Director of the Veterans Service Office is responsible for the implementation of the Policy. Violations of the policy should be reported to the County Human Resources Department or County Legal Department.

Section Seventeen: No Authority to Purchase: The Policy does not authorize any County personnel to make purchases, at a discount or otherwise, any goods or services. Any such purchase will be conducted according to the County's public contracting rules.

Section Eighteen: No Authority to Exchange: The Policy does not authorize any item in the County's custody to be exchanged for any item offered for donation, whether at a discount or otherwise. Any such exchange must be approved by a County commissioner on a case-by-case basis. Exchanges of items will be conducted so as to honor the intentions of the item's donor, and only in a manner that maintains the public trust.

Section Nineteen: Illegally or Unethically Obtained Items: No item may be received if the Veterans Service Office has a reasonable, good faith believe that it may have been obtained illegally or unethically. When questions regarding the manner in which items being offered for donation have been obtained arise, the Veterans Service Office will contact the County Legal Department.

Section Twenty: Authority to Decline Donations: Veterans Service Office personnel are empowered to decline to accept donations where, in the discretion of the personnel, the donor would place unfeasible or unworkable restrictions upon the donated items. By way of illustration and not limitation, personnel are empowered to decline a donation of cash where the donor requires the funds to be spent only on certain ethnic groups, to the exclusion of all other individuals who receive services from the Veterans Service Office.

Section Twenty One: Unused Donations: If, after diligent efforts, individual donations cannot be used in furtherance of the Veterans Service Office's duties and in accordance with accepted restrictions by the donor, Veterans Service Office personnel will contact the donor to enquire whether he or she would like the item or funds returned. If the donor is anonymous, or after diligent efforts the donor cannot be located, the Veterans Service Office will use the donation in a manner that matches within a reasonably close degree the donors' intended use. County staff are directed that this "cy pres" process should be used sparingly, so that the general public has confidence that their donations will not be inappropriately diverted to other activities in contravention of their stated intentions.

Section Twenty-Two: Distribution of donations: Once received, the Veterans Service Office will distribute donations as follows:

- Money: In accordance with accounting procedures as the Finance Department may require, donated money may be disbursed in such a manner that allows for tracking of the expenditures and verification that the appropriate recipients have received the funds.
- Money substitutes, real property, or intellectual property: Such donations may only be used or distributed after consultation with the Legal Department on a case-by-case basis.
- Personal property and perishable items: When donated personal property is disbursed, the Veterans Service Office will document at the time of distribution the types of items, the date and time, the recipient of the items, and a verification that the donated items were distributed in accordance with this policy.

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BE IT FURTHER ORDERED that this Order be filed in the Crook County Clerk's Office and that it be effective when so filed.

ADOPTED this 6th day of January 2021.

CROOK COUNTY COURT

Seth Crawford, County Judge

Brian Barney, County Commissioner

Jerry Brummer, County Commissioner

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	_____	_____	_____	_____
Jerry Brummer	_____	_____	_____	_____
Brian Barney	_____	_____	_____	_____

6A

**IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK**

**IN THE MATTER OF THE
APPOINTMENT TO THE CROOK
COUNTY PLANNING COMMISSION**

ORDER 2021-06

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

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

NOW, THEREFORE, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Crook County Boards and Committees:

Board	Appointee	Term	Oath required
Planning Commission Position #4	Gary Bedortha	4 -Year Term Expiring 12-31-2025	Yes
Planning Commission Position #5	George Ponte	4 -Year Term Expiring 12-31-2025	Yes
Planning Commission Position #6	Susan Hermreck	4 -Year Term Expiring 12-31-2025	Yes
Planning Commission Position #7	Linda Manning	4 -Year Term Expiring 12-31-2025	Yes

DATED this 6th day of January 2021.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

6A

Jennifer Orozco

From: Susan Hermreck <awsnhermie@gmail.com>
Sent: Thursday, December 31, 2020 4:50 PM
To: Jennifer Orozco
Subject: Re: Your terms of service for the Planning Commission - Time sensitive

Hi Jennifer: I will serve another term

Thank you, Susie Hermreck

Sent from Susie's iPad

On Dec 31, 2020, at 4:17 PM, Jennifer Orozco <Jennifer.Orozco@co.crook.or.us> wrote:

Hi all!!

We have discovered that we are a bit behind on re appointments for the Planning Commission. Your terms expire today...If you would be so kind as to return this email with your response for serving another term on the Planning Commission, we will place the appointment Order on the Court Agenda for Jan 6, and then you will be able to take your oaths before your meeting on Jan 13, 2021.

Sorry for the late notice and short turn around time...we appreciate everything you do.

And Happy New Year!

Jennifer Orozco
Crook County Administration 541-447-6555
Crook County Community Development 541-447-3211
300 NE 3rd St
Prineville, OR 97754

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Jennifer Orozco

From: George <gp39490@icloud.com>
Sent: Sunday, January 3, 2021 8:28 PM
To: Jennifer Orozco
Cc: Ann Beier; Mike Warren
Subject: Re: Your terms of service for the Planning Commission - Time sensitive

Jennifer -

My email is doing some weird things tonight and I'm not sure if my previous response actually got sent. So here it is again but I feel I should add a caveat.

Yes, I am happy to serve another term on the Planning Commission and I will try to make as many future meetings/hearings as I can. However, being retired and loving to travel, I have a lot of pent up wanderlust due to COVID so one of my goals for 2021 is to get back on road as much as COVID will allow. That means I may miss a fair amount of the commission's work. I feel the Court should be aware of this as they consider my reappointment.

Please let me know that you received this.

Thank-you,
George

George Ponte
541.233.3281

On Jan 1, 2021, at 3:02 PM, George <gp39490@icloud.com> wrote:

Hi Jennifer,

I'd be happy to serve another term.

Thanks,
George Ponte

On Dec 31, 2020, 4:29 PM -0800, Jennifer Orozco <Jennifer.Orozco@co.crook.or.us>, wrote:

Hi there!

We have discovered that we are a bit behind on re appointments for the Planning Commission. Your terms expire today...If you would be so kind as to return this email with your response for serving another term on the

Jennifer Orozco

From: George <gp39490@icloud.com>
Sent: Friday, January 1, 2021 3:03 PM
To: Jennifer Orozco
Subject: Re: Your terms of service for the Planning Commission - Time sensitive

Hi Jennifer,

I'd be happy to serve another term.

Thanks,
George Ponte

On Dec 31, 2020, 4:29 PM -0800, Jennifer Orozco <Jennifer.Orozco@co.crook.or.us>, wrote:

Hi there!

We have discovered that we are a bit behind on re appointments for the Planning Commission. Your terms expire today...If you would be so kind as to return this email with your response for serving another term on the Planning Commission, we will place the appointment Order on the Court Agenda for Jan 6, and then you will be able to take your oaths before your meeting on Jan 13, 2021.

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And Happy New Year!

Jennifer Orozco

Crook County Administration 541-447-6555

Crook County Community Development 541-447-3211

300 NE 3rd St

Prineville, OR 97754

Jennifer Orozco

From: Gary Bedortha <glbedortha@yahoo.com>
Sent: Saturday, January 2, 2021 5:51 AM
To: Jennifer Orozco
Subject: Re: Your terms of service for the Planning Commission - Time sensitive

Will do, Gary

On Thursday, December 31, 2020, 04:17:20 PM PST, Jennifer Orozco <jennifer.orozco@co.crook.or.us> wrote:

Hi all!!

We have discovered that we are a bit behind on re appointments for the Planning Commission. Your terms expire today...If you would be so kind as to return this email with your response for serving another term on the Planning Commission, we will place the appointment Order on the Court Agenda for Jan 6, and then you will be able to take your oaths before your meeting on Jan 13, 2021.

Sorry for the late notice and short turn around time...we appreciate everything you do.

And Happy New Year!

Jennifer Orozco

Crook County Administration 541-447-6555

Crook County Community Development 541-447-3211

300 NE 3rd St

Prineville, OR 97754

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Jennifer Orozco

From: Linda Manning <lindamanningtwo@gmail.com>
Sent: Friday, January 1, 2021 1:29 AM
To: Jennifer Orozco
Subject: Re: Your terms of service for the Planning Commission - Time sensitive

Hello,

I would be honored to serve another term on the planning commission.

Thank you,

Linda Manning

Sent from my iPhone. Linda Manning

On Dec 31, 2020, at 5:29 PM, Jennifer Orozco <Jennifer.Orozco@co.crook.or.us> wrote:

Hi there!

We have discovered that we are a bit behind on re appointments for the Planning Commission. Your terms expire today...If you would be so kind as to return this email with your response for serving another term on the Planning Commission, we will place the appointment Order on the Court Agenda for Jan 6, and then you will be able to take your oaths before your meeting on Jan 13, 2021.

Sorry for the late notice and short turn around time...we appreciate everything you do.

And Happy New Year!

Jennifer Orozco
Crook County Administration 541-447-6555
Crook County Community Development 541-447-3211
300 NE 3rd St
Prineville, OR 97754

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7

EASTERN OREGON COUNTIES ASSOCIATION
INTERGOVERNMENTAL AGREEMENT

This Agreement, effective July 1st, 2020, is made and entered into among Eligible Member Counties; Baker, Crook, Deschutes, Gilliam, Grant, Harney, Jefferson, Klamath, Lake, Malheur, Morrow, Sherman, Umatilla, Union, Wallowa, Wasco and Wheeler.

Hereinafter collectively referred to as “Member Counties” or the “parties” and individually referred to as a “party” or “Member County” or each “County”. Each County must sign the agreement to be a member of EOCA.

1. Authority

The Eastern Oregon Counties Association (EOCA) is established by this Agreement among its Member Counties and under authority of ORS 190.003 through ORS 190.118.

2. Purpose

EOCA will represent the common concerns of its Member Counties with respect to Federal and State policies; covering a wide array of issues and regulations and federally managed lands. Each County will retain all coordination rights granted by law.

3. Structure of the Board

- A. The EOCA Board shall be represented by Commissioners and Judges of all Member Counties.
- B. The Board shall meet and elect a Chair and Vice Chair. The Chair and Vice Chair positions will be elected annually by the majority of the Board, each serving a one year term. The Chair shall have the authority to call and preside over Board meetings. In the absence of the Chair, the Vice-Chair will preside.
- C. The Board shall meet regularly as determined by the Board but not less than four times per year. The Board shall be subject to the requirements of the Public Meetings Law, Public Records Law, Public Contracting Code, and Oregon Government Ethics Laws of the State of Oregon as they may apply.

A quorum is defined as a majority of the total member Counties.

- D. A majority vote of the total members of the Board in attendance; in person, by phone or video is required to make decisions.
- E. The Board may adopt by-laws for any additional operational rules and procedures. By-laws and any amendments to by-laws shall require the approval of a majority of Board members.

4. Powers and Responsibilities

- A. The Board may adopt all rules necessary to carry out its powers and responsibilities under this Agreement.
- B. The Board shall be responsible for complying with all federal, state and local laws, ordinances and regulations applicable to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

5. Funding

- A. The administration and related costs of the EOCA shall be the responsibility of EOCA. The Eastern Oregon Counties Association will contribute to the financing of the EOCA Coordinator, in conjunction with Union County.
- B. Each county shall be responsible for paying its Board member's cost and expenses, such as travel and per diem, to participate in EOCA as determined in the sole discretion of each county.
- C. The Board shall ensure that all funds of the EOCA are placed in a separate account or segregated fund and discrete accounting records for expenditure and revenues under this Agreement are maintained. The Board shall ensure that accounting policies, practices, and procedures are maintained which are consistent with generally accepted accounting principles and in accordance with applicable statutes and regulations.
- D. Each County's dues shall be in accordance with the dues schedule adopted April 2020.

6. Responsibilities of Counties

- A. To the extent permitted by the Oregon Constitution, the Oregon Tort Claims Act, and Oregon Law, each county agrees to indemnify, defend and hold harmless its appointed elected officials from all claims, lawsuits and actions of whatever nature brought against the elected official which arise from the elected official's good faith activities undertaken pursuant to the performance of this Agreement.
- B. Each Member County will specify EOCA as an Additional Insured on its liability insurance coverages.
- C. EOCA shall not be responsible for providing legal counsel, costs or fees regarding any legal issues or legal proceedings taken against any individual Board member appointed by that county related to activities undertaken pursuant to the performance of this Agreement. Such counsel, costs and fees shall be handled through the individual Member Counties.
- D. With respect to a Third Party Claim for which all or of some of the Member Counties are jointly liable, the cost of providing legal counsel and expenses (including judgments, fines, amounts paid in settlement costs) for any legal issues or legal

proceedings pertaining to EOCA related activities undertaken pursuant to the performance of this Agreement shall be shared between the Member Counties in the same manner as other costs, fees and expenses are shared as set forth in policies adopted by the EOCA Board which may include in direct proportion to the funds paid to EOCA in paragraph 5D of this Agreement excepting that if less than all Member Counties have voted to proceed on an initiative or issue, only those Member Counties who voted to proceed with the initiative or issue requiring legal counsel, costs and fees will share in said cost, fees, and expenses. The contribution amount for any party in any instances is capped to the same extent it would have been capped under Oregon law if such party had sole liability in the proceeding.

- E. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, each County shall defend, save, hold harmless and indemnify the other Member Counties who are parties to this Agreement, their officers, employers, agents and members from all claims, misuse, omissions, or negligence of its respective County, officers, employees, agents and members, excepting that if less than all of the Member Counties have voted to proceed on an initiative or issue, only those Counties who had voted to proceed with the issue or initiative will be subject to the obligations of this paragraph.

7. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

8. Termination

- A. This Agreement shall terminate June 30, 2022 unless extended by amendment.
- B. This Agreement may be terminated by written mutual consent of all parties to the Agreement. The written termination shall specify the termination date of the Agreement.
- C. Upon termination, any debts, liabilities and obligations of EOCA shall be assumed as follows:
 - a. Notwithstanding any grant requirements set forth in any grant documents, unperformed grant award contracts shall be assigned to the County in which the project was located at the time the grant was awarded. Projects, in more than one County, shall be shared equally by all Member Counties where the project is located.
 - b. Notwithstanding any grant requirements set forth in any grant documents any litigation relating to the nonperformance of the grant award contracts shall be the responsibility of the county in which the project was located at the time the grant was awarded. Projects, in more than one County, shall

be shared proportionately by all Member Counties where the project is located.

- c. All other debts, liabilities and obligations of the Board shall be, jointly and severally, the debts, liabilities and obligations of the parties to the Agreement.
- D. Upon termination, any assets of EOCA shall be returned to the County that contributed the asset minus any expense shared by any or all of the Member Counties.
- E. Notwithstanding the foregoing, any individual County may withdraw from this Agreement upon ninety (90) days written notice to all Member Counties. The withdrawing County shall be responsible for all ongoing debts, liabilities, or obligations associated with any project currently ongoing at the time of withdrawal as if it had continued as a Member County. The withdrawing County shall also be responsible for an equal share of any debts, liabilities or obligations not specifically associated with a particular project. Withdrawal of an individual County shall not invalidate any portion of this Agreement with respect to the remaining member parties.

9. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by all parties to this Agreement. There are no understandings, agreements, or representations, oral or written, regarding this Agreement except as specified or referenced herein.

10. Dispute Resolution and Attorney's Fees

- A. Any dispute among the parties to this Agreement arising from the terms of implementation of this Agreement, or any claim by any party for breach or enforcement of this Agreement shall be submitted first to mediation and then, if unresolved, to binding arbitration.
- B. In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, cost, and disbursements for said action, lawsuit, proceeding, or appeal.

BY THE SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES BELOW, THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

By: _____

Date: 1-6-2021

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: December 17, 2020

RE: Amendment 15 to IGA 159807 *Financing of Public Health Services*
Our File No.: Health 57(H)

The attached Amendment 15 reduces the funding of Program Element Nos. 44-01, the "SBHC Base" program, and 44-02 "SBHC Mental Health Expansion" by \$2,102 and \$6,471, respectively. The funding decrease totals \$8,573 for these programs.

The funds of the COVID-19 Local Active Monitoring, Public Health Emergency Preparedness and Response, WIC (October – June), and the CARES Flu programs will be increased by a total of \$22,106.43.

County Health Director Muriel DeLaVergne-Brown recommends approval of this Amendment 15.

Please place this memo and the attached document(s) on the Wednesday, January 6, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Agreement #159807



**FIFTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fifteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Crook County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Section 1 of Exhibit C of the Amended and Restated Agreement entitled "Financial Assistance Award" for FY20 is hereby superseded and replaced in its entirety by Attachment A, entitled "Financial Assistance Award (FY20)", attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C of the Amended and Restated Agreement.
3. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
4. Exhibit J of the Amended and Restated Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
8. The parties expressly ratify the Agreement as herein amended.
9. This Amendment may be executed in any number of 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 this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

10. Signatures.

State of Oregon, acting by and through its Oregon Health Authority

By: _____
Name: /for/ Carole L. Yann
Title: Director of Fiscal and Business Operations
Date: _____

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: SETH CRAWFORD
Title: COUNTY JUDGE
Date: JANUARY 6, 2021

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

**Attachment A
Financial Assistance Award (FY20)**

State of Oregon Oregon Health Authority Public Health Division				Page 1 of 4
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip Code: 97754		2) Issue Date November 10, 2020	This Action AMENDMENT FY 2020	
		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
	Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01-01	State Support for Public Health	27,428	0	27,428
PE01-04	COVID19 Response	18,834	0	18,834
PE01-05	COVID-19 Local Active Monitoring	0	0	0
PE01-06	COVID-19 Regional Active Monitoring	0	0	0
PE12	Public Health Emergency Preparedness and Response (PHEP)	71,715	0	71,715
PE12-02	COVID-19 Response	8,738	0	8,738
PE13-01	Tobacco Prevention and Education Prgram (TPEP)	96,487	0	96,487
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	61,250	0	61,250
PE40-01	WIC NSA: July - September	38,884	0	38,884
PE40-02	WIC NSA: October - June	119,319	0	119,319
PE40-05	Farmer's Market	665	0	665
PE42-03	MCAH Perinatal General Funds & Title XIX	2,081	0	2,081
PE42-04	MCAH Babies First! General Funds	6,652	0	6,652
PE42-06	MCAH General Funds & Title XIX	3,903	0	3,903
PE42-07	MCAH Title V (July-Sept)	5,097	0	5,097
PE42-08	MCAH Title V (Oct-June)	15,292	0	15,292
PE42-09	MCAH Oregon Mothers Care Title V (July-Sept)	2,384	0	2,384
PE42-10	MCAH Oregon Mothers Care Title V (Oct-June)	7,152	0	7,152

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 4	
1) Grantee Name: Crook County		2) Issue Date November 10, 2020	This Action AMENDMENT FY 2020	
Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip Code: 97754		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program		Award Balance	Increase/ (Decrease)	New Award Bal
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	10,632	0	10,632
PE44-01	SBHC Base	60,000	-2,102	57,898
PE44-02	SBHC - Mental Health Expansion	64,760	-6,471	58,289
PE46-02	RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03	RH Community Participation & Access (State Funds)	15,051	0	15,051
PE46-04	RH Community Participation & Access Federal Funds (July-Mar)	589	0	589
PE50	Safe Drinking Water (SDW) Program (Vendors)	31,084	0	31,084
PE51-01	LPHA Leadership, Governance and Program Implementation	22,794	0	22,794
		690,791	-8,573	682,218
5) Foot Notes:				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		
PE01-04	1	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020. Must submit a budget and narrative within 30 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from FY20 to FY21. R/E report due by August 20, 2020.		
PE01-05	1	6/2020: LPHA must use budget guidance and submit budget plan within 60 days of receiving award.		
PE01-06	1	6/2020: LPHA must use budget guidance and submit budget plan within 60 days of receiving award.		
PE12-02	1	4/2020: SFY20 COVID-19 Funding 3/21/2020-6/30/2020. Must submit a budget and narrative within 60 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from SFY20 to SFY21. R/E report due by August 20, 2020.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE40-02	1	SFY2020 Q4 reconciliation		
PE40-05	1	7/2019: Funding available SFY2020 July - December 2019		
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division			Page 3 of 4
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip Code: 97754		2) Issue Date November 10, 2020	This Action AMENDMENT FY 2020
		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE42-08 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-09 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-10 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE46-03 1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04 1	7/2019: Funding for July 1-14, 2019		
PE51-01 1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
6) Comments:			
PE01-04	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020		
PE01-04	9/2020a: SFY20 Move funds from State Funds to Federal CARES Act funds		
PE01-04	9/2020b: Rollover \$33,412.00 of unspent SFY20 award to SFY21		
PE01-05	6/2020: Funding period is 3/27/2020-12/30/2020. Unspent funds from SFY20 are eligible for carry forward to SFY21 after submitting FY20 Q4 Revenue & Expenditure report.		
PE01-05	10/2020: Rollover \$135,394.00 of unspent SFY20 award to SFY21		
PE01-06	6/2020: Funding period is 3/27/2020-12/30/2020. Unspent funds from SFY20 are eligible for carry forward to SFY21 after submitting FY20 Q4 Revenue & Expenditure report.		
PE01-06	10/2020: Rollover \$94,657.00 of unspent SFY20 award to SFY21		
PE12	11/2019: \$1,590 award increase for scholarship funding for Oregon Prepared or OR-Epi		
PE12-02	4/2020: PHEP COVID-19 Funding 3/21/2020-6/30/2020. Unspent SFY20 funds may be carried over to SFY21.		
PE12-02	9/2020: Rollover \$46,515.00 of unspent SFY20 award to SFY21		
PE13-01	8/2019: Amending to add 2 months of funding (total award is now for July-November 2019)		
PE13-01	11/2019: Amending award total to \$96,487 for SFY20 (July 2019-June2020) All previous footnotes and comments are void and replaced by this one.		
PE40-01	Initial SFY20: spend \$7,777 Nutrition Education, \$1,527 Breastfeeding Promotion by 9/30/19		
PE40-02	Initial SFY20: spend \$23,330 Nutrition Education, \$4,581 Breastfeeding Promotion by 6/30/20		
PE40-02	10/2019: \$120 award increase is to support Certifier Academy Kick-Off		
PE40-02	11/2019: \$2,548 awarded for Ed Message Svc costs for 10/1/19-6/30/20		
PE44-01	11/2020: Deobligating \$2,102.00 of unspent funds		
PE44-02	7/2019: MH Expansion funding increase		
PE44-02	11/2020: Deobligating \$6,471.00 of unspent funds		
PE46-02	7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04		
PE46-03	7/2019: State Funding for July 15, 2019 – June 30, 2020		

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division			Page 4 of 4
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip Code: 97754	2) Issue Date November 10, 2020	This Action AMENDMENT FY 2020	
		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE46-04	7/2019: Federal Funding for July 1 – July 14, 2019 only		
PE50	10/2020: SFY20 deobligation of \$163.00 in unspent funds.		
PE51-01	9/2020: Rollover \$10,716.00 of unspent SFY20 award to SFY21		
7) Capital outlay Requested in this Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

**Attachment B
Financial Assistance Award (FY21)**

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State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Sunday, November 1, 2020		This Action Existing Award FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$27,428.00	\$0.00	\$27,428.00
PE01-04	COVID19 Response	\$33,412.00	\$0.00	\$33,412.00
PE01-05	COVID-19 Local Active Monitoring	\$196,887.86	\$326.83	\$197,214.69
PE01-06	COVID-19 Regional Active Monitoring	\$94,657.00	\$0.00	\$94,657.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$68,495.00	\$4,694.00	\$73,189.00
PE12-02	COVID-19 Response	\$46,515.00	\$0.00	\$46,515.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$112,386.00	\$0.00	\$112,386.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$61,250.00	\$0.00	\$61,250.00
PE40-01	WIC NSA: July - September	\$40,832.00	\$0.00	\$40,832.00
PE40-02	WIC NSA: October - June	\$122,496.00	\$5,000.00	\$127,496.00
PE40-05	Farmer's Market	\$1,346.00	\$0.00	\$1,346.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,072.00	\$0.00	\$2,072.00
PE42-04	MCAH Babies First! General Funds	\$6,623.00	\$0.00	\$6,623.00
PE42-06	MCAH General Funds & Title XIX	\$3,886.00	\$0.00	\$3,886.00

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Sunday, November 1, 2020		This Action Existing Award FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-11	MCAH Title V	\$20,309.00	\$0.00	\$20,309.00
PE42-12	MCAH Oregon Mothers Care Title V	\$10,757.00	\$0.00	\$10,757.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,404.00	\$0.00	\$10,404.00
PE43-06	CARES Flu	\$11,764.00	\$12,086.00	\$23,850.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$64,760.00	\$0.00	\$64,760.00
PE46-05	RH Community Participation & Assurance of Access	\$15,640.00	\$0.00	\$15,640.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$37,659.40	(\$0.40)	\$37,659.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$55,395.00	\$0.00	\$55,395.00
PE62	Overdose Prevention-Counties	\$91,699.00	\$0.00	\$91,699.00
		\$1,196,673.26	\$22,106.43	\$1,218,779.69
5) Foot Notes:				
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.			

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Sunday, November 1, 2020		This Action Existing Award FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.			
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.			
PE40-02	11/2020: Award adjustment for telehealth work, see updated PE40-02 comment for new Nutrition Ed and Breastfeeding Ed amounts			
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).			
PE12	11/2020: Increase award due to OHA's carryover funds from CDC, funds awarded to SFY21 must be spent by June 30, 2021			
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.			
6) Comments:				
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.			
PE01-04	9/2020: Rollover of unspent award from SFY20			
PE01-05	9/2020a. Case Investigation FFS 3/27-8/31/20 \$60,450.74 and Iso FFS \$1,043.12; 10/2020: Rollover \$135,394 from FY20; 11/2020: add FFS wrap \$326.83			
PE01-06	10/2020: Rollover of unspent funds from FY20 to FY21			

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee		2) Issue Date	This Action	
Name: Crook County		Sunday, November 1, 2020	Existing Award	
Street: 375 NE Beaver St., Suite 100			FY 2021	
City: Prineville		3) Award Period		
State: OR Zip: 97754-1802		From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE12	08/2020: Amending to revise PE12 language			
PE12-02	9/2020: Rollover of unspent SFY20 funds. award must be spent by 03/15/2021			
PE13-01				
PE36				
PE40-01	Initial SFY21: Spend \$8,166 on Nutrition Ed; \$1,582 on BF Promotion			
PE40-02	Initial SFY21: Spend \$24,499 on Nutrition Ed; \$4,746 on Breastfeeding Ed 11/2020: Spend \$25,499 on Nutrition Ed; \$4,746 on Breastfeeding Ed; Previous comment void and replaced by this one			
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020			
PE42-03				
PE42-04				
PE42-06				
PE42-11				
PE42-12				
PE43-01				
PE43-06				
PE44-01				
PE44-02				
PE46-05				

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Sunday, November 1, 2020	This Action Existing Award FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE50	10/2020: Rollover of \$163.00 in unspent funds from SFY20 to SFY21. Must be spent by 6/30/21. 11/2020: Correcting the SFY20 rollover amount. Funds must be spent by 6/30/21.			
PE51-01	9/2020: SFY21 Rollover unspent funds from FY20 to FY21			
PE62	8/2020: \$91,699 in FY21 is from SOR YR 2, Funding Available 10/1/20-6/30/21			
7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

Attachment C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE01-05 COVID-19 Local Active Monitoring

Federal Award Identification Number:	N/A	N/A	N/A	N/A	N/A
Federal Award Date:	3/1/20	3/1/20	3/1/20	3/1/2020	3/1/20
Performance Period:	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020
Awarding Agency:	CARES Act	CARES Act	CARES Act	CARES Act	CARES Act
CDFA Number:	21.019	21.019	21.019	21.019	21.019
CFDFA Name:	CARES Act	CARES Act	CARES Act	CARES Act	CARES Act
Total Federal Award:	94,200,000	94,200,000	94,200,000	94,200,000	94,200,000
Project Description:	CARES Act	CARES Act	CARES Act	CARES Act	CARES Act
Awarding Official:	N/A	N/A	N/A	N/A	N/A
Indirect Cost Rate:	N/A	N/A	N/A	N/A	N/A
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE
PCA:	50248	50251	50248	50251	50248
Index:	50109	50109	50109	50109	50109

Agency	DUNS No.	Amount	Amount	Amount	Amount	Amount	Grand Total
Crook	557315405			\$195,844.74		\$1,369.95	\$197,214.69

PE12 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification Number:	NU90TP922036	NU90TP922036
Federal Award Date:	06/22/2020	07/07/2020
Performance Period:	07/01/2019-06/30/2024	07/01/2019-06/30/2021
Awarding Agency:	DHHS/CDC	DHHS/CDC
CDFA Number:	93.069	93.069
CFDFA Name:	Public Health Emergency	Public Health Emergency
Total Federal Award:	\$8,158,206	\$8,106,290
Project Description:	Public Health Emergency	PHEP Carryover Funds
Awarding Official:	Lisa Davis	Brandi Johnson
Indirect Cost Rate:	17.85%	17.45%
Research and Development (T/F):	FALSE	FALSE
PCA:	53318	53394
Index:	50407	50407

Agency	DUNS No.	Amount	Amount	Grand Total
Crook	557315405	\$68,495.00	\$4,694.00	\$73,189.00

PE40-02 WIC NSA: October - June

Federal Award Identification Number:	217OROR7W1003	217OROR7W1003	217OROR7W1003
Federal Award Date:	5/1/2020	5/1/2020	5/1/2020
Performance Period:	10/1/2020-6/30/2021	10/1/2020-6/30/2021	10/1/2020-6/30/2021
Awarding Agency:	USDA FNS	USDA FNS	USDA FNS
CDFA Number:	10.557	10.557	10.557
CFDFA Name:	WIC NSA Grant	WIC NSA Grant	WIC NSA Grant
Total Federal Award:	30,000,000	30,000,000	30,000,000
Project Description:	Supplemental Nutrition Program (WIC)	Supplemental Nutrition Program (WIC)	Supplemental Nutrition Program (WIC)
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.56%	17.56%	17.56%
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	52278	52280	52279
Index:	50331	50331	50331

Agency	DUNS No.	Amount	Amount	Amount	Grand Total:
Crook	557315405	\$97,251.00	\$25,499.00	\$4,746.00	\$127,496.00

PE43-06 CARES Flu

Federal Award Identification Number:	NH23IP922626	NH23IP922626
Federal Award Date:	07/22/2020	9/23/2020
Performance Period:	07/01/2019-06/30/2024	7/1/20-6/30/2021
Awarding Agency:	CDC	CDC
CDFA Number:	93.268	93.268
CFDFA Name:	Immunization Cooperative Agreements	Immunization Cooperative Agreements
Total Federal Award:	\$12,982,022.00	8030351
Project Description:	Immunization and	Immunization and
Awarding Official:	Divya Cassity	Divya Cassity
Indirect Cost Rate:	17.86	17.64
Research and Development (T/F):	FALSE	FALSE
PCA:	53891	53348
Index:	50404	50404

Agency	DUNS No.	Amount	Amount	Grand Total:
Crook	557315405	\$11,764.00	\$12,086.00	\$23,850.00



MEMO

To: Crook County Court

From: Muriel DeLaVergne-Brown, RN, BSc, MPH

Date: 12/30/20

Re: State of Oregon Contract 159807 – Amendment #16

Crook County Health Department received the 16th amendment to IGA #159807 from the State of Oregon for the rollover of funds for COVID-19 work. Originally, the funds would have to be spent by December 31, 2020 and since the federal government signed the bill, funds continue to fund COVID-19 investigation and work through the rest of the fiscal year. This amendment returned funds from the original grant vs. being placed in a pool and allocated to counties.

9

9

Agreement #159807



**SIXTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Sixteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Crook County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment A, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. The parties expressly ratify the Agreement as herein amended.
7. This Amendment may be executed in any number of 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 this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

8. Signatures.

State or Oregon, acting by and through its Oregon Health Authority

By: _____
Name: /for/ Carole L. Yann
Title: Director of Fiscal and Business Operations
Date: _____

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: SETH CRAWFORD
Title: COUNTY JUDGE
Date: JANUARY 6, 2021

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

**Attachment A
Financial Assistance Award (FY21)**

Page 1 of 5

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Tuesday, December 1, 2020	This Action Existing Award FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$27,428.00	\$0.00	\$27,428.00
PE01-04	COVID19 Response	\$33,412.00	\$0.00	\$33,412.00
PE01-05	COVID-19 Local Active Monitoring	\$197,214.69	\$0.00	\$197,214.69
PE01-06	COVID-19 Regional Active Monitoring	\$94,657.00	\$0.00	\$94,657.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$73,189.00	\$0.00	\$73,189.00
PE12-02	COVID-19 Response	\$46,515.00	\$0.00	\$46,515.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$112,386.00	\$0.00	\$112,386.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$61,250.00	\$0.00	\$61,250.00
PE40-01	WIC NSA: July - September	\$40,832.00	\$0.00	\$40,832.00
PE40-02	WIC NSA: October - June	\$127,496.00	\$0.00	\$127,496.00
PE40-05	Farmer's Market	\$1,346.00	\$0.00	\$1,346.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,072.00	\$0.00	\$2,072.00
PE42-04	MCAH Babies First! General Funds	\$6,623.00	\$0.00	\$6,623.00
PE42-06	MCAH General Funds & Title XIX	\$3,886.00	\$0.00	\$3,886.00

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Tuesday, December 1, 2020		This Action Existing Award
		3) Award Period From July 1, 2020 through June 30, 2021		FY 2021
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-11	MCAH Title V	\$20,309.00	\$0.00	\$20,309.00
PE42-12	MCAH Oregon Mothers Care Title V	\$10,757.00	\$0.00	\$10,757.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,404.00	\$0.00	\$10,404.00
PE43-06	CARES Flu	\$23,850.00	\$0.00	\$23,850.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$64,760.00	\$0.00	\$64,760.00
PE46-05	RH Community Participation & Assurance of Access	\$15,640.00	\$0.00	\$15,640.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$37,659.00	\$0.00	\$37,659.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$55,395.00	\$0.00	\$55,395.00
PE62	Overdose Prevention-Counties	\$91,699.00	\$0.00	\$91,699.00
		\$1,218,779.69	\$0.00	\$1,218,779.69
5) Foot Notes:				
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.			

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Tuesday, December 1, 2020		This Action Existing Award
		3) Award Period From July 1, 2020 through June 30, 2021		FY 2021
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.			
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.			
PE40-02	11/2020: Award adjustment for telehealth work, see updated PE40-02 comment for new Nutrition Ed and Breastfeeding Ed amounts			
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).			
PE12	11/2020: Increase award due to OHA's carryover funds from CDC, funds awarded to SFY21 must be spent by June 30, 2021			
PE01-06	12/2020: Funding is CARES Act and must be spent from 7/1/2020-12/30/2020. Indirect charges not permitted.			
PE01-05	12/2020: Funding is from CARES Act and must be spent from 7/1/2020-12/30/2020. Indirect charges are not permitted.			
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.			
6) Comments:				
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.			

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Tuesday, December 1, 2020	This Action Existing Award FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-04	9/2020: Rollover of unspent award from SFY20			
PE01-05	9/2020a: Case Investigation FFS 3/27-8/31/20 \$60,450.74 and Iso FFS \$1,043.12; 10/2020: Rollover \$135,394 from FY20; 11/2020: add FFS wrap \$326.83			
PE01-06	10/2020: Rollover of unspent funds from FY20 to FY21			
PE12	08/2020: Amending to revise PE12 language			
PE12-02	9/2020: Rollover of unspent SFY20 funds, award must be spent by 03/15/2021			
PE13-01				
PE36				
PE40-01	Initial SFY21: Spend \$8,166 on Nutrition Ed; \$1,582 on BF Promotion			
PE40-02	Initial SFY21: Spend \$24,499 on Nutrition Ed; \$4,746 on Breastfeeding Ed 11/2020: Spend \$25,499 on Nutrition Ed; \$4,746 on Breastfeeding Ed; Previous comment void and replaced by this one			
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020			
PE42-03				
PE42-04				
PE42-06				
PE42-11				
PE42-12				
PE43-01				

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Tuesday, December 1, 2020	This Action Existing Award FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE43-06				
PE44-01				
PE44-02				
PE46-05				
PE50	10/2020: Rollover of \$163.00 in unspent funds from SFY20 to SFY21. Must be spent by 6/30/21. 11/2020: Correcting the SFY20 rollover amount. Funds must be spent by 6/30/21.			
PE51-01	9/2020: SFY21 Rollover unspent funds from FY20 to FY21			
PE62	8/2020: \$91,699 in FY21 is from SOR YR 2, Funding Available 10/1/20-6/30/21			
7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 159807-16 , hereinafter referred to as "Document."

I, <u>SETH CRAWFORD</u>	<u>COUNTY JUDGE</u>
Name	Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and CROOK COUNTY, OREGON by email.

Contractor's name

On JANUARY 6, 2021 ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

	JANUARY 6, 2021
Authorizing signature	Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

SOCIAL GAMING LICENSE

Crook County awards this 2021 license to:

PRINEVILLE GOLF CLUB

7120 NE Ochoco Hwy., Prineville OR 97754

AS OF THE 1ST DAY OF JANUARY 2021 AND VALID THROUGH THE 31ST DAY OF DECEMBER 2021

Seth Crawford, Crook County Judge

Date

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: December 17, 2020

RE: *Second Extension to Professional Services Agreement with Quality Heating
for HVAC Repair/Maintenance at Extension Office*
Our File No.: Extension 47(A)

Attached is a Second Extension to the agreement with Quality Heating to continue the maintenance services on the HVAC system at the Extension Office for an additional year. The document has been signed by Quality Heating and Extension Manager Kim Herber recommends approval.

***Please place this memo and the attached document(s)
on the Wednesday, January 6, 2021 County Court
Agenda as a CONSENT ITEM, for approval and
signatures.***

SECOND EXTENSION TO PROFESSIONAL SERVICES CONTRACT

This Second Extension to Professional Services Contract (“Second Extension”) is entered into this 1st day of February 2021, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”), and Juniper Enterprises, Inc. dba Quality Heating (hereinafter “Contractor”).

RECITALS

WHEREAS, on February 8, 2019, County and Contractor entered into a Professional Services Contract for inspection, maintenance, and repair of the HVAC system located at the Crook County Extension Office; and

WHEREAS, the parties entered into an extension on February 1, 2020 to continue Contractor’s services for an additional year; and

WHEREAS, the Professional Services Contract, as amended, is set to terminate at February 1, 2021; and

WHEREAS, County and Contractor desire to extend the term of the Professional Services Contract an additional year as set forth in this Second Extension.

AGREEMENT

NOW, THEREFORE, in consideration of the promises set forth herein, the parties to this Second Extension agree as follows:


1. **Term.** Paragraph number 2 of the Professional Services Contract is hereby amended to extend the term to February 1, 2022.
2. **Reaffirmation of Professional Services Contract.** Except as modified by this Second Extension, all terms and conditions of the Professional Services Contract are reaffirmed and remain unmodified and in full force and effect.
3. **Counterparts.** This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

///

In witness whereof, the parties have hereunto affixed their hands and seals the date first hereinabove written.

For Contractor:

JUNIPER ENTERPRISES, INC. dba
Quality Heating

By: 

Signature

SEAN BELDEN

Print Name

Its: _____

Date 12/17/2020

For County:

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: 1/6/21

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919
• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Counsel's Office

DATE: December 18, 2020

RE: *8th Amendment to IGA 159162 re Financing of Mental Health*
Our File No.: MH 36

Attached is an Eighth Amendment to the IGA with the Oregon Health Authority that provides for Financing of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services.

This Amendment provides an increase in Service Element 66 for Substance Use Disorder Services in the County Financial Assistance Award.

Please place this memo and the attached document(s) on the Wednesday, January 6, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**EIGHTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION,
AND PROBLEM GAMBLING SERVICES AGREEMENT #159162**

This Eighth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of July 1, 2019 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Crook County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of 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 this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

6. Signatures.

Crook County

By:

_____	SETH CRAWFORD	_____	COUNTY JUDGE	1/6/2021
Authorized Signature	Printed Name	Title		Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Arlenia Broadwell on December 17, 2020; e-mail in contract file.

ATTACHMENT 1
EXHIBIT C
Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD# 1 40128
 CONTRACT# 159162 CONTRACTOR: CROOK COUNTY
 INPUT CHECKED BY: DATE CHECKED: SLOC CHANGE/TWER RATE
 PRJ# EFFECTIVE DATES
 \$\$\$ FUND CODE CPM# PROVIDER

FISCAL YEAR:	MOD#	PROJ	FUND	CODE	CPM#	PROVIDER	EFFECTIVE DATES	SLOC	CHANGE/TWER	RATE	OPERATING DOLLARS	START/END	PARC	PAAP	BASE	CHGRT CODE	\$\$\$
FISCAL YEAR: 2019-2020																	
66	420	-0-	BASEAD	CROOK CO.			7/1/2019-6/30/2020	0	/NA	50.00	-51,419.00	50.00	A	-	Y		
66	421	-0-	BASEAD	CROOK CO.			7/1/2019-6/30/2020	0	/NA	50.00	-52,898.00	50.00	A	-	Y		
66	427	-0-	BASEAD	CROOK CO.			7/1/2019-6/30/2020	0	/NA	50.00	-224,025.00	50.00	A	-	Y		
66	450	-0-	BASEAD	CROOK CO.			7/1/2019-6/30/2020	0	/NA	50.00	-424,025.00	50.00	A	-	Y		
66	520	-0-	BASEAD	CROOK CO.			7/1/2019-6/30/2020	0	/NA	50.00	-327,625.00	50.00	A	-	Y		
66	520	-0-	BASEAD	CROOK CO.			7/1/2019-6/30/2020	0	/NA	50.00	330,661.72	50.00	A	-	Y		
66	520	-0-	BASEAD	CROOK CO.			7/1/2019-6/30/2020	0	/NA	50.00	332,996.59	50.00	A	-	Y		
66	520	-0-	BASEAD	CROOK CO.			7/1/2019-6/30/2020	0	/NA	50.00	56,768.56	50.00	A	-	Y		
66	520	-0-	BASEAD	CROOK CO.			7/1/2019-6/30/2020	0	/NA	50.00	56,768.96	50.00	A	-	Y		
TOTAL FOR 2019-2020																	
FISCAL YEAR: 2020-2021																	
66	420	-0-	BASEAD	CROOK CO.			7/1/2020-12/31/2020	0	/NA	50.00	-5610.00	50.00	A	-	Y		
66	421	-0-	BASEAD	CROOK CO.			7/1/2020-12/31/2020	0	/NA	50.00	-51,446.00	50.00	A	-	Y		
66	427	-0-	BASEAD	CROOK CO.			7/1/2020-12/31/2020	0	/NA	50.00	-57,015.00	50.00	A	-	Y		
66	450	-0-	BASEAD	CROOK CO.			7/1/2020-12/31/2020	0	/NA	50.00	-57,015.00	50.00	A	-	Y		
66	520	-0-	BASEAD	CROOK CO.			7/1/2020-12/31/2020	0	/NA	50.00	315,380.86	50.00	A	-	Y		
66	520	-0-	BASEAD	CROOK CO.			7/1/2020-12/31/2020	0	/NA	50.00	-523,812.65	50.00	A	-	Y		
66	520	-0-	BASEAD	CROOK CO.			7/1/2020-12/31/2020	0	/NA	50.00	117,946.27	50.00	A	-	Y		
66	520	-0-	BASEAD	CROOK CO.			7/1/2020-12/31/2020	0	/NA	50.00	59,380.48	50.00	A	-	Y		
TOTAL FOR 2020-2021																	

MODIFICATION INPUT REVIEW REPORT

NAME: AULDR
 CONTRACT#: 159162 CONTRACTOR: CREEK COUNTY
 INPUT COVERED BY: DATE COVERED: SUPP. CREDIT: DATE
 PROJ REFERENCE DATE
 SEE FUND CODE COPS PROVIDER DATE
 MARKUP PERC PART PAID PERCENTAGE
 DOLLARS APP BY DATE CUMP. CUMP. PERC

FISCAL YEAR: 2006-06-30
 TOTAL FOR 2006-06-30: 50,000.00 \$0.00
 TOTAL FOR AULDR 159162 \$10,144.44 \$0.00

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 12/15/2020

Contract#: 159162
REF#: 009

REASON FOR FAAA (for information only):

During the 80th Oregon Legislative Assembly- 2019 Regular Session, the SB 5525 Budget Report put forward a recommended budget that included \$13.0 million General Fund and \$36.3 million Federal Funds expenditure limitation for Behavioral Health providers. One of the goals of this investment is to increase fee-for-service substance use disorder rates by a net 20 percent for both Medicaid and non-Medicaid services. The investment may also increase non-residential mental health rates according to the availability of funds. Non-Medicaid Services are being increase for SE 61 and SE 71 to match the Medicaid rates for residential treatment, the remaining funds will be allocated to increasing SE 66 funds for outpatient service for an overall net increase of 20% that aligns with Medicaid. The rate increase for SE 66 will allow for an increase in lives served. The settlement rate will not be increased for the 2019-2021 biennium at this time.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- A0128 1 Special condition # A0000 -3 in Base Agreement, regarding "A&D 66" applies.
- A0128 2 These funds must result in the delivery of A&D 66 Services to a minimum of 75 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after July 1, 2019. Up to 20% of 75 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted quarterly on the form located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$ 1,200 per individual.

Crook County Counsel's Office

Mailing Address: 300 NE Third St., Prineville, OR 97754
Physical Address: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919
• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: December 23, 2020

RE: *9th Amendment to 2019-21 IGA for Financing of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services Agreement #159162*
Our File No.: MH 36

Attached is a 9th Amendment that moves funds for Mental Health Services between services including Mental Health Residential rates increase, CCBHC reduction, Part C invoiceable funding reduction, and movement of funds to balance out specific funds, with no change in the award amounts or the required services to be performed by the County.

Please place this memo and the attached document(s) on the Wednesday, January 6, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**NINTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION,
AND PROBLEM GAMBLING SERVICES AGREEMENT #159162**

This Ninth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of July 1, 2019 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Crook County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of 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 this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

6. Signatures.

Crook County

By:

_____	SETH CRAWFORD	COUNTY JUDGE	1.6.2021
Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Sheryl Derting on December 21, 2020; e-mail in contract file.

**ATTACHMENT 1
EXHIBIT C
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: M0247 CONTRACT#: 159162 CONTRACTOR: CROOK COUNTY

INPUT CHECKED BY: DATE CHECKED: EFFECTIVE DATE SLOT CHANGE/TYPE RATE

SE#	FUND CODE	CMS PROVIDER	DATES	EFFECTIVE DATE	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2019-2020													
	BASE	NON-RESIDENTIAL MENT											
20	804	MHNRMH	7/1/2019 - 6/30/2020	0	/NA	\$0.00	\$17,705.60	\$0.00	A	1	Y		1
			TOTAL FOR SE# 20				\$17,705.60	\$0.00					
	BASE	PASARR FUNDS											
36	804	PASARR	7/1/2019 - 6/30/2020	0	/NA	\$0.00	-\$1,214.00	\$0.00	C	1	Y		2
			TOTAL FOR SE# 36				-\$1,214.00	\$0.00					
			TOTAL FOR 2019-2020				\$16,491.60	\$0.00					
FISCAL YEAR: 2020-2021													
	BASE	NON-RESIDENTIAL MENT											
20	804	MHNRMH	7/1/2020 - 12/31/2020	0	/NA	\$0.00	\$8,852.80	\$0.00	A	1	Y		1
			TOTAL FOR SE# 20				\$8,852.80	\$0.00					
	BASE	PASARR FUNDS											
36	804	PASARR	7/1/2020 - 12/31/2020	0	/NA	\$0.00	-\$1,250.00	\$0.00	C	1	Y		2
			TOTAL FOR SE# 36				-\$1,250.00	\$0.00					
			TOTAL FOR 2020-2021				\$7,602.80	\$0.00					
			TOTAL FOR M0247		159162		\$24,094.40	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 12/16/2020

Contract#: 159162
REF#: 010

REASON FOR FAAA (for information only):

The Financial Assistance Agreement is for Mental Health Services within the 2019-2021 Legislatively Adopted Budget (LAB) for OHA. Enclosed funding changes are batched into one amendment and cover one or more of the following items in order to complete required amendments for the period July 1, 2019 - December 31, 2020: Residential Rate Increase; CCBHC Reduction; Part C Invoicable funding reductions; funding movement to balance out specific funds, including Tobacco Tax, Other fund carryover, and the Mental Health Block Grant.

The Financial Assistance Agreement is for Mental Health Services within the 2019-2021 Legislatively Adopted Budget (LAB) for OHA. Enclosed funding changes are batched into one amendment and cover one or more of the following items in order to complete required amendments for the period July 1, 2019 - December 31, 2020: Residential Rate Increase; CCBHC Reduction; Part C Invoicable funding reductions; funding movement to balance out specific funds, including Tobacco Tax, Other fund carryover, and the Mental Health Block Grant.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0247 1 These funds are for MHS 20 Services Residential Rate Increase from July 1, 2019 to December 31, 2020.
- M0247 1 These funds are for MHS 20 Services Residential Rate Increase from July 1, 2019 to December 31, 2020.
- M0247 2 These funds are for MHS 36 Services Part C reduction from July 1, 2019 to December 31, 2020.
- M0247 2 These funds are for MHS 36 Services Part C reduction from July 1, 2019 to December 31, 2020.

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel's Office

DATE: December 21, 2020

RE: Amendment #3 to Taylor NW Staging Lease
Our File No.: Ct Contracts 272

Attached is an Amendment 3 with Taylor NW for the lease of approximately 22 acres of County property for a temporary construction staging area near the Facebook Data Center. The terms have been modified from a yearly payment to a monthly payment. All other terms of the lease are unchanged.

Please place this memo and the attached document(s) on the Wednesday, January 6, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

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**AMENDMENT NO. 3 TO LEASE AGREEMENT
Staging Area**

This Amendment No. 3 to Lease Agreement for a temporary Staging Area (“Amendment No. 3”) is entered into this 1st day of December, 2020, by and between Crook County, a political subdivision of the State of Oregon (“County”), and Taylor Northwest LLC, an Oregon limited liability company (“Taylor NW”).

RECITALS

- A. WHEREAS**, County and Taylor NW are parties to that certain Staging Area Lease Agreement (hereinafter “the Lease Agreement”) dated December 1, 2018; and
- B. WHEREAS**, the Lease Agreement has twice been amended; and
- C. WHEREAS**, County and Taylor NW wish to further amend the Lease Agreement as described below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Adoption of Recitals/Effective Date. The Recitals above are adopted into this Amendment No. 3 and made a part hereof, as terms of contract and not mere recitals. The effective date of this Amendment No. 3 is December 1, 2020.
2. Payment of Rent. Upon the effective date of this Amendment No. 3, paragraph 8 “Rent” of the Lease Agreement (as previously amended) is deleted, and replaced with the following:

8. Rent Taylor NW shall pay to the County as rent for the 22 acres to be used for staging, the sum of Five Thousand and No/100 Dollars (\$5,000.00) per month.

The monthly payment for December 2020 shall be due on December 1, 2020, with like payments due thereafter on the 10th day of each subsequent month until the expiration or earlier termination as set forth herein.

The parties further acknowledge that the Leased Premises has not been surveyed and that any error in the actual number of acres shall not result in any future rent adjustments.

In the event that Taylor NW vacates the property, whether due to expiration, termination, or otherwise, prior to the last day of any month, it will not be entitled to any partial refund.

3. All Other Terms Unchanged. Except as modified as described in this Amendment No. 3, all other provisions of the Lease Agreement as previously amended remain in full force and effect.

4. Execution in Counterparts. This Amendment No. 3 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties being fully apprised agree to be bound by the terms of this Amendment No. 3.

TAYLOR NW CONSTRUCTION, INC.

CROOK COUNTY

Business

Name: Taylor Northwest LLC

By: Chad Swindle Digitally signed by Chad Swindle
Date: 2020.12.21 09:12:11 -08'00'

Seth Crawford, County Judge
Date: _____

Chad Swindle

Print Name
Its: VP - Construction Mgmt

Jerry Brummer, County Commissioner
Date: _____

Date: 12/21/2020

Contractor's CCB #: 159999

Phone: 541-382-7887

Brian Barney, County Commissioner
Date: _____

18500 Bull Springs Rd

Address

Bend OR 97703
City State Zip

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



15

MEMO

TO: Crook County Court

FROM: John Eisler, Assistant County Counsel

DATE: December 28, 2020

RE: Architectural Services Contract with Pinnacle for New Justice Center
Our File No.: Ct. Contracts 281

Around a month ago, the County Court accepted the Evaluation Committee's recommendation to name Pinnacle Architecture, Inc. the highest ranked proposer from the County's recent RFP, and to initiate negotiations. Through multiple emails and a December 8, 2020 meeting, the parties have come to agreeable terms and the contract executed by Pinnacle is enclosed for your review and consent.

Some notable changes were negotiated. First, some roles that were originally envisioned to be the County's responsibility are now that of Pinnacle, including the survey, geotechnical engineer, and civil engineer. These additional services raise the negotiated price for Phase I by \$7,018. Second, procurement of the CM/GC by the County will now clearly take place as soon as feasible in Phase I. And third, the contract was revised significantly to correspond better with the CM/GC's form of contract, AIA's A133. Overall, the parties appear to have a clear understanding of the respective roles and responsibilities. The agreement anticipates services to begin immediately, with project kick-off taking place in January.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, January 6, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

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AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 6th day of January in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Crook County a political subdivision of the State of Oregon
300 NE Third St.
Prineville, Oregon 97754

and the Architect:
(Name, legal status, address and other information)

Pinnacle Architecture, Inc.
960 SW Disk Drive, Ste. 101
Bend, Oregon 97702

for the following Project:
(Name, location and detailed description)

Crook County Justice Center
Prineville, Oregon 97754

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Project consists of two phases. Phase One includes the space planning of a justice center, as more particularly described in the RFP and Proposal, incorporated herein in Section 13.2.5. Phase One also includes the procurement of a CM/GC. Phase Two, conditioned upon sufficient funding and County Court approval, will take the Project from Design Development through Project Completion.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The resultant building will be three stories in height and be approximately 53,000 square feet in size.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The present Budget is \$22 million for Construction and \$5.5 million for Soft Costs.

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
 - a. Project Kickoff – January 2021
 - b. Completion of Schematic Design Phase Services – June 1, 2021
 - c. Completion of all Phase One Services – November 2, 2021
- .2 Construction commencement date:

TBD
- .3 Substantial Completion date or dates:

TBD
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The Owner intends to retain a Construction Manager pursuant to AIA Document A133-2019™, Standard Form of Agreement Between Owner and Construction Manager as a Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

§ 1.1.6
(Paragraphs deleted)
[removed]

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Commissioner Brian Barney
300 NE Third St.
Prineville, OR 97754
541-447-6555
brian.barney@co.crook.or.us

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Jerry Milstead; jerry.milstead@co.crook.or.us

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 CM/GC:

TBD

(Paragraphs deleted)

.2 Environmental Review:

(Paragraphs deleted)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Brianna Manfrass
Pinnacle Architecture, Inc.
960 SW Disk Drive, Ste. 101
Bend, OR 97702
brianna@parch.biz
541-388-9897 ext. 22

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TK1SC
616 1st Ave.
Seattle, WA 98104
206-596-4400

.2 Mechanical, Electrical, Plumbing, Lighting, Technology, Building Modeling:

PAE Engineers
522 SW 5th Ave., Ste. 1500
Portland, OR 97204
503-226-2921

.3 Phase One Cost Estimating:

JMB Consulting Group, LLC
4320 29th Ave. W
Seattle, WA 98199
206-849-2232

.4 Civil Engineer and Landscaping:

Harper Houf Peterson Righellis, Inc.
250 NW Franklin Ave, Ste. 404
Bend, OR 97703
541-318-1161

.5 Architectural Consultant:

KMB Architects, Inc.. P.S.
906 Columbia St. SW
Olympia, WA 98501

Init.

360-352-8883

§ 1.1.11.2 Consultants retained under Supplemental Services:

Geotechnical, Civil, Survey, Landscape, Interior Design, Telecommunications, Security, and Energy Modeling.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Preliminary Space Needs Study by Pinnacle Architecture, Inc., dated July 2020, and included in the RFP as Attachment B.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

(Paragraphs deleted)

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.6.1 Commercial General Liability with policy limits as follows:

Applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damages, (including Completed Operations), and coverage for explosion, collapse and underground hazards, with limits of liability not less

Init.

than \$1 million per occurrence and \$2 million aggregate. Such insurance will (1) be written on an occurrence basis, (2) be endorsed to name the Owner, its officers, directors, agents, and employees as additional insureds, (3) be primary and noncontributory with respect to any insurance or self-insurance programs maintained by such additional insureds, and (4) provide Products and Completed Operations coverage for a period of not less than three (3) years following Final Completion of the Work or termination of this Agreement.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and Two Million Dollars (\$ 2,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 Prior to the commencement of any service under this Agreement, the Architect will furnish the Owner with Certificates of Insurance evidencing coverage throughout the term of this Agreement and for as long thereafter as insurance is required to be carried. In the event the Architect fails to maintain insurance as required, the Owner will have the option but will not have the obligation to obtain such coverage with costs to be reimbursed by the Architect or deducted from any fees payable from the Owner to the Architect.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. Items identified in Article 4.1 as the responsibility of the Architect as Supplemental Services are included in the Phase Two Compensation as listed in Article 11.2.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as anticipated dates for the commencement of construction and for

Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action, upon the portion of the Project schedule relating to the performance of Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Phase One Services

§ 3.2.1 Consult with Owner and representatives of the various departments scheduled to be housed within the new Center to determine space and security needs and verify the Preliminary Study with current needs.

§ 3.2.2 With these space plans, develop the working relationships of those departments and develop floor plans showing these relationships.

§ 3.2.3 Consult with the Owner to determine design criteria; such consultation will include evaluation of alternatives from functional, performance, time, and cost perspectives.

§ 3.2.4 Consult with the Owner in refining the project budget and establishing and maintaining a detailed cost model for the work as the design evolves.

§ 3.2.5 Furnish surveys to describe physical characteristics, real property boundaries and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraphs deleted)

§ 3.2.6 Produce three dimensional exports from Revit model for the Center to assist during design development; quality to match concept designs provided in proposal. Two exterior, one interior, and one aerial still rendering for marketing purposes during public meetings and bond election.

§ 3.2.7 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

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§ 3.2.7.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.7.2 Upon authorization by the Owner, and subject to Section 4.2.1.11, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.2.8 Schematic Design Phase Services

§ 3.2.8.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.8.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.8.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.8.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.8.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.8.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.8.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.9 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner and the Construction Manager to review the Schematic Design Documents.

§ 3.2.10 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.11 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Phase Two Services

Architect's obligations to perform and Owner's obligation to compensate Architect for Phase Two Services are contingent upon sufficient funding and County Court approval, and likely would require an amendment to this Agreement.

§ 3.3.1 Design Development Phase Services

§ 3.3.1.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.1.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Design Development Documents.

§ 3.3.1.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.3.2 Construction Documents Phase Services

§ 3.3.2.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.3.4.4.

§ 3.3.2.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.2.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.3.2.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Construction Documents.

§ 3.3.2.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

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§ 3.3.3 [removed]

§ 3.3.4 Construction Phase Services

§ 3.3.4.1 General

§ 3.3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager. The Architect shall consent to any reasonable amendment necessary to incorporate changes to AIA 201–2017, provided that such change does not materially increase the Architect's obligations under this Agreement.

§ 3.3.4.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which set forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.3.4.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.4.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.3.4.2 Evaluations of the Work

(Paragraph deleted)

§ 3.3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.3.4.2.2 The Architect, in consultation with the Owner, has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

(Paragraph deleted)

§ 3.3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Notwithstanding the foregoing, the final decision on all construction matters shall rest with the Owner.

§ 3.3.4.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such

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interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraph deleted)

§ 3.3.4.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.3.4.3 Certificates for Payment to Contractor

(Paragraph deleted)

§ 3.3.4.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.3.4.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

(Paragraph deleted)

§ 3.3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.3.4.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

(Paragraph deleted)

§ 3.3.4.4 Submittals

(Paragraph deleted)

§ 3.3.4.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect will inform the Owner and the Construction Manager if the Construction Manager's submittal schedule contains insufficient time for the Architect to adequately review submittals. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.3.4.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility provided, however, the Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, inconsistency, or other discrepancy between the Construction Manager's submittals and the Contract Documents. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(Paragraphs deleted)

§ 3.3.4.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and

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take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

(Paragraph deleted)

§ 3.3.4.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

(Paragraph deleted)

§ 3.3.4.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

(Paragraphs deleted)

§ 3.3.4.5 Changes in the Work

(Paragraphs deleted)

§ 3.3.4.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

(Paragraphs deleted)

§ 3.3.4.5.2 The Architect shall maintain records relative to changes in the Work.

(Paragraphs deleted)

§ 3.3.4.6 Project Completion

(Paragraph deleted)

§ 3.3.4.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

(Paragraphs deleted)

§ 3.3.4.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

(Paragraphs deleted)

§ 3.3.4.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

(Paragraph deleted)

§ 3.3.4.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

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(Paragraphs deleted)

§ 3.3.4.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are included in Basic Services and may be required for the Project as part of Phase Two. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	Architect at least once per week
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner/Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services: Public Presentations	Architect
§ 4.1.1.31 Geotechnical Engineering	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As described in Section 13.2.4 Exhibit D, Consultant Scope of Services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

As described in Section 13.2.4 Exhibit D, Consultant Scope of Services, #9.

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information or recommendations given by the Construction Manager or instructions from the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.5;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

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(Paragraph deleted)

- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .9 Assistance to the Initial Decision Maker, if other than the Architect;
- .10 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changed initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .11 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate;
- .12 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager; or
- .14 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination and the Owner shall have no further obligation to compensate the Architect for those services.

- .1 Continuing to review a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to an unreasonable number of Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Construction Change Directives that require evaluation of Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Approximately 100 (once per week over two years) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.3.4.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Construction Manager, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the Phase One services covered by this Agreement have not been completed within eleven (11) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.11 The Owner shall coordinate the Architect's duties and responsibilities set forth in the agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

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§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Phase One and other Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications, or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase

(Paragraphs deleted)

Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's

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subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The record drawings, plans, designs, and all Project associated instruments of services, which are limited to final project drawings, models, presentation drawings and specifications ("Documents"), are owned jointly by the Owner and Architect and the Architect's Consultants. The Ownership interest for each party is limited to a license to use electronic media and copies of the Documents for the Project covered by this Agreement. Ownership of Documents by Owner is for the purpose of building maintenance, repairing, expanding and remodeling the Project and is subject to payment of all architectural fees and costs. Owner acknowledges that the final project drawings and specifications contain standard details and specifications, which are not unique to the Project and are commonly used by Architects and other design/construction professionals. Owner acknowledges that Architect and its Consultants are the owners of their original documents. However, any proprietary details and specifications of Owner are solely owned by the Owner and Architect is granted a license to use these proprietary details and specifications solely for the purpose of the Project.

§ 7.2 If the Owner subsequently reproduces Project related documents or creates a derivative work based upon Project related documents created by the Architect, where permitted or required by law, the Owner shall remove or completely obliterate the original professional seal, logos, and other indications on the documents of the identity of the Architect and its Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner.

§ 7.2.1 In the event that the Owner reuses the Documents without retaining the Architect as the architect-of-record and obtaining Architect's written permission, Owner shall defend, indemnify and hold harmless Architect, its Consultants, employees, members, officers, partners, directors, and shareholders from and against any and all injuries, damages, claims and costs (including expert costs, attorney fees and litigation expenses at arbitration, trial and on appeal) whether the claims are in breach of contract, negligence, any tort or strict liability or any other cause of action, as a result of Owner's reuse of the Documents.

§ 7.3 Except as provided in Section 7.1, the Architect shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any Project documents, including but not limited to correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

(Paragraph deleted)

§ 7.4 In the event Owner requests that the Architect provide to it "As-Built" plans, specification and other documents in electronic media or CADD/Revit form ("CADD FILES"), Architect shall do so. However, Owner recognizes that CADD FILES are not intended to be used for construction, are not "Contract Documents" under the term of the Construction Contract and may be revised by others without the knowledge or consent of the Architect or, when plotted, may result in variances. The electronic media disks may be write-protected by the Architect such that no data on such disk can be manipulated. Architect will provide, to the Owner only, a working copy electronic media disk. Said working copy disk shall have all indices of the Architect's ownership, professional name, and/or involvement in the Project removed from the electronic display. Any use of any kind and/or change to the CADD FILES will be at the user's sole risk and without liability, risk or legal exposure to the Architect, and the Owner and any other person or entity using the CADD FILES agrees to release and to the fullest extent of the law defend, indemnify, and hold harmless Architect and its Consultants and their partners and employees from and against any and all claims, demands, losses, expenses, damages penalties and liabilities of any kind, including without limitations, attorney fees arising out of or relating in any way to any such use or change to the CADD FILES. Owner acknowledges that the CADD FILES are not intended for construction. Owner agrees, as a condition of forwarding the CADD FILES to its Contractor or any other person or entity, to require such third party to agree in writing to the terms and conditions of this Agreement concerning use of CADD FILES.

(Paragraph deleted)

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7. If the parties do not resolve a dispute, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[] Litigation in a court of competent jurisdiction

§ 8.2 [removed]

(Paragraphs deleted)

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, informal discussions shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. All arbitration shall be conducted before a single arbitrator in Prineville, Oregon.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for informal discussions between the Owner and the Architect in an effort to resolve the dispute, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law. A party may seek from a court an order to compel arbitration or any other interim relief or provisional remedies pending an arbitrator’s resolution of any dispute, controversy, or claim. Any such action, suit, or proceeding—or any action, suit, or proceeding to confirm, vacate, modify, or correct the award of the arbitration—will be litigated in the circuit courts of Crook County.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

(Paragraphs deleted)

\$10,000.00

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Oregon, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Parties shall indemnify and hold harmless each other and their directors, officers, agents, and employees from and against all claims, losses, damages, costs, and expenses to the extent caused by the negligent acts, errors, or omissions of such Party or the Party's consultants, contractors, , partners, joint venturers, subcontractors, officers, agents, or employees acting under or pursuant to this Agreement or any supplement or amendment hereto.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Services described under Article 3.2, "Phase One Services," the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Five-Hundred Seven-Thousand and Eighteen Dollars (\$507,018).

- .2
(Paragraphs deleted)
[removed]

- .3 Other
(Describe the method of compensation)

To be determined upon additionally requested services.

§ 11.2 Phase Two Compensation

For the Architect's Supplemental Services designated in Sections 3.3 and 4.1.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Two-Million Two-Hundred Fifty-Seven-Thousand and Five-Hundred Dollars (\$2,257,500).

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be determined upon additionally requested services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

To be determined upon additionally requested services.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty-five	percent (25%	%)
Design Development Phase	thirty-five	percent (35	%)
Construction Documents Phase	fifteen	percent (15	%)

Procurement Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Billing rates are adjusted annually in January of each year and are subject to a 5% increase annually.

Employee or Category	Rate (\$0.00)
Rates listed in Pricing Proposal, incorporated herein as Exhibit C in Section 13.2.5.	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

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N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Progress Payments

§ 11.10.1.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 %

§ 11.10.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

(Paragraphs deleted)

§ 11.10.1.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

December 11, 2020.

- .3 AIA Document G201™-2013, Project Digital Data Protocol Form, dated December 11, 2020.

- .4 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[
(Paragraphs deleted)

x]

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

A. Required Terms for All Public Contracts

B. Independent Contractor Status

C. Protected Information

D. Consultant Scope of Services, dated December 11, 2020.

- .5 Other documents:

(List other documents, if any, forming part of the Agreement.)

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A. Request for Proposals: Architectural Design Services for the Planning and Design of a New Justice Center, Crook County, Oregon, issued October 7, 2020 and Addenda #1 and #2 (collectively, the "RFP").

B. Pinnacle Proposal to Crook County, dated November 3, 2020, including Bidder Certification (the "Proposal")

C. Pinnacle Pricing Proposal to Crook County, dated November 17, 2020 (the "Pricing Proposal")

This Agreement entered into as of the day and year first written above.



Digitally signed by Peter Baer
Date: 2020.12.23 09:44:32-08'00'
Reason: Crook County Justice
Architect agreement

OWNER (Signature)

Seth Crawford County Judge
(Printed name and title)

ARCHITECT (Signature)

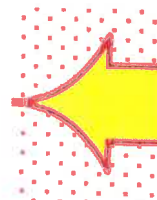
Peter Baer, Architect/President
(Printed name, title, and license number, if required)

OWNER (Signature)

Jerry Brummer County Commissioner
(Printed name and title)

OWNER (Signature)

Brian Barney County Commissioner
(Printed name and title)



Init.

Additions and Deletions Report for AIA[®] Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 6th day of January in the year 2021

...

Crook County a political subdivision of the State of Oregon
300 NE Third St.
Prineville, Oregon 97754

...

Pinnacle Architecture, Inc.
960 SW Disk Drive, Ste. 101
Bend, Oregon 97702

...

Crook County Justice Center

...

Prineville, Oregon 97754

PAGE 2

The Project consists of two phases. Phase One includes the space planning of a justice center, as more particularly described in the RFP and Proposal, incorporated herein in Section 13.2.5. Phase One also includes the procurement of a CM/GC. Phase Two, conditioned upon sufficient funding and County Court approval, will take the Project from Design Development through Project Completion.

...

The resultant building will be three stories in height and be approximately 53,000 square feet in size.

...

The present Budget is \$22 million for Construction and \$5.5 million for Soft Costs.

///

PAGE 3

- a. Project Kickoff – January 2021
- b. Completion of Schematic Design Phase Services – June 1, 2021
- c. Completion of all Phase One Services – November 2, 2021

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User Notes:

(1883908938)

...

TBD

...

TBD

...

The Owner intends to retain a Construction Manager pursuant to AIA Document A133-2019™, Standard Form of Agreement Between Owner and Construction Manager as a Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

[removed]

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5-3:5.4:

...

Commissioner Brian Barney
300 NE Third St.
Prineville, OR 97754
541-447-6555
brian.barney@co.crook.or.us

...

Jerry Milstead; jerry.milstead@co.crook.or.us

...

~~.1~~ Geotechnical Engineer:CM/GC:

TBD

~~.2~~ Civil Engineer;.2 Environmental Review:

- ~~.3~~ ~~Other, if any:~~
~~(List any other consultants and contractors retained by the Owner.)~~

TBD

PAGE 4

Brianna Manfrass
Pinnacle Architecture, Inc.
960 SW Disk Drive, Ste. 101
Bend, OR 97702
brianna@parch.biz
541-388-9897 ext. 22

...

TK1SC
616 1st Ave.
Seattle, WA 98104
206-596-4400

...

- ~~.2~~ ~~Mechanical Engineer:~~Mechanical, Electrical, Plumbing, Lighting, Technology, Building Modeling:

PAE Engineers
522 SW 5th Ave., Ste. 1500
Portland, OR 97204
503-226-2921

...

- ~~.3~~ ~~Electrical Engineer:~~Phase One Cost Estimating:

JMB Consulting Group, LLC
4320 29th Ave. W
Seattle, WA 98199
206-849-2232

- ~~.4~~ ~~Civil Engineer and Landscaping:~~

Harper Houf Peterson Righellis, Inc.
250 NW Franklin Ave, Ste. 404
Bend, OR 97703
541-318-1161

- ~~.5~~ ~~Architectural Consultant:~~

KMB Architects, Inc., P.S.
906 Columbia St. SW
Olympia, WA 98501
360-352-8883

PAGE 5

Geotechnical, Civil, Survey, Landscape, Interior Design, Telecommunications, Security, and Energy Modeling.

...

Preliminary Space Needs Study by Pinnacle Architecture, Inc., dated July 2020, and included in the RFP as Attachment B.

...

~~§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9, provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.~~

~~§ 2.5.1 Commercial General Liability with policy limits of not less than \$() for each occurrence and \$() in the aggregate for bodily injury and property damage.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than \$() per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than \$() each accident, \$() each employee, and \$() policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \$() per claim and \$() in the aggregate.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.6.1 Commercial General Liability with policy limits as follows:

Applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damages, (including Completed Operations), and coverage for explosion, collapse and underground hazards, with limits of liability not less than \$1 million per occurrence and \$2 million aggregate. Such insurance will (1) be written on an occurrence basis, (2) be endorsed to name the Owner, its officers, directors, agents, and employees as additional insureds, (3) be primary and noncontributory with respect to any insurance or self-insurance programs maintained by such additional insureds, and (4) provide Products and Completed Operations coverage for a period of not less than three (3) years following Final Completion of the Work or termination of this Agreement.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and Two Million Dollars (\$ 2,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 Prior to the commencement of any service under this Agreement, the Architect will furnish the Owner with Certificates of Insurance evidencing coverage throughout the term of this Agreement and for as long thereafter as insurance is required to be carried. In the event the Architect fails to maintain insurance as required, the Owner will have the option but will not have the obligation to obtain such coverage with costs to be reimbursed by the Architect or deducted from any fees payable from the Owner to the Architect.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. Items identified in Article 4.1 as the responsibility of the Architect as Supplemental Services are included in the Phase Two Compensation as listed in Article 11.2.

PAGE 6

§ 3.1.2 The Architect shall coordinate its services with those services provided by the ~~Owner~~ Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the ~~Owner~~ Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall ~~submit for~~ submit, for the Construction Manager's review and the Owner's approval a schedule for the performance of the Architect's services. The schedule ~~initially shall include~~ shall include design phase milestone dates, as well as anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

~~§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action, upon the portion of the Project schedule relating to the performance of Architect's services.~~

~~§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.~~

~~§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.~~

~~§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.~~

~~§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.~~

~~§ 3.2 Schematic Design Phase One Services~~

~~§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. Consult with Owner and representatives of the various departments scheduled to be housed within the new Center to determine space and security needs and verify the Preliminary Study with current needs.~~

~~§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. With these space plans, develop the working relationships of those departments and develop floor plans showing these relationships.~~

~~§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. Consult with the Owner to determine design criteria; such consultation will include evaluation of alternatives from functional, performance, time, and cost perspectives.~~

~~§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. Consult with the Owner in refining the project budget and establishing and maintaining a detailed cost model for the work as the design evolves.~~

~~§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Furnish surveys to describe physical characteristics, real property boundaries and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and~~

lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

~~§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.~~

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. Produce three dimensional exports from Revit model for the Center to assist during design development; quality to match concept designs provided in proposal. Two exterior, one interior, and one aerial still rendering for marketing purposes during public meetings and bond election.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. **Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

§ 3.2.7.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.7.2 Upon authorization by the Owner, and subject to Section 4.2.1.11, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.2.8 Schematic Design Phase Services

§ 3.2.8.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.8.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.8.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.8.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.8.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations.

Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.8.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.8.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.9 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner and the Construction Manager to review the Schematic Design Documents.

§ 3.2.10 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.11 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services Phase Two Services

Architect's obligations to perform and Owner's obligation to compensate Architect for Phase Two Services are contingent upon sufficient funding and County Court approval, and likely would require an amendment to this Agreement.

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

Design Development Phase Services

§ 3.3.1.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.1.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Design Development Documents.

§ 3.3.1.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.~~
Construction Documents Phase Services

§ 3.3.2.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.3.4.4.

§ 3.3.2.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.2.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.3.2.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Construction Documents.

§ 3.3.2.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

~~§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.[removed]~~

§ 3.3.4 Construction Phase Services

§ 3.3.4.1 General

§ 3.3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The Architect shall consent to any reasonable amendment necessary to incorporate changes to AIA 201-2017, provided that such change does not materially increase the Architect's obligations under this Agreement.

§ 3.3.4.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which set forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.3.4.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.4.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or

omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.3.4.2 Evaluations of the Work

~~§ 3.4 Construction Documents Phase Services~~

§ 3.3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.3.4.2.2 The Architect, in consultation with the Owner, has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

~~§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.~~

§ 3.3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Notwithstanding the foregoing, the final decision on all construction matters shall rest with the Owner.

§ 3.3.4.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

~~§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.~~

§ 3.3.4.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.3.4.3 Certificates for Payment to Contractor

~~§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also~~

compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.3.4.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.3.4.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

~~§ 3.4.4~~ The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.3.4.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

~~§ 3.4.5~~ The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4.4 Submittals

~~§ 3.5 Procurement Phase Services~~

§ 3.3.4.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect will inform the Owner and the Construction Manager if the Construction Manager's submittal schedule contains insufficient time for the Architect to adequately review submittals. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.3.4.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility provided, however, the Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, inconsistency, or other discrepancy between the Construction Manager's submittals and the Contract Documents. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

~~§ 3.5.1 General~~

~~The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.~~

§ 3.3.4.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.5.2 Competitive Bidding

§ 3.3.4.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.3.4.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 — facilitating the distribution of Bidding Documents to prospective bidders;
- .2 — organizing and conducting a pre-bid conference for prospective bidders;
- .3 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.3.4.5 Changes in the Work

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.3.4.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 — organizing and participating in selection interviews with prospective contractors;
- .3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.3.4.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.3.4.6 Project Completion

§ 3.6.1 General

§ 3.3.4.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201 2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~

~~§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.~~

~~§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.~~

§ 3.3.4.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.2 Evaluations of the Work

~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.~~

~~§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.~~

§ 3.3.4.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

~~§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

~~§ 3.3.4.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.~~

~~§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

~~§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

~~§ 3.6.3 Certificates for Payment to Contractor~~

~~§ 3.3.4.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.~~

~~§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

~~§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.~~

~~§ 3.6.4 Submittals~~

~~§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.~~

~~§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or~~

procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

~~§ 3.6.4.3~~ If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

~~§ 3.6.4.4~~ Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

~~§ 3.6.4.5~~ The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

~~§ 3.6.5 Changes in the Work~~

~~§ 3.6.5.1~~ The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

~~§ 3.6.5.2~~ The Architect shall maintain records relative to changes in the Work.

~~§ 3.6.6 Project Completion~~

~~§ 3.6.6.1~~ The Architect shall:

- ~~1~~ — conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- ~~2~~ — issue Certificates of Substantial Completion;
- ~~3~~ — forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- ~~4~~ — issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

~~§ 3.6.6.2~~ The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

~~§ 3.6.6.3~~ When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

~~§ 3.6.6.4~~ The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

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~~§ 4.1.1 The services listed below are not included in Basic Services but and may be required for the Project. Project as part of Phase Two. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.~~

...

§ 4.1.1.1	Programming	Architect
§ 4.1.1.2	Multiple preliminary designs	Architect
§ 4.1.1.3	Measured drawings	N/A
§ 4.1.1.4	Existing facilities surveys	N/A
§ 4.1.1.5	Site evaluation and planning	Architect
§ 4.1.1.6	Building Information Model management responsibilities	Architect
§ 4.1.1.7	Development of Building Information Models for post construction use	N/A
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	N/A
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13	On-site project representation	Architect at least once per week
§ 4.1.1.14	Conformed documents for construction	Architect
§ 4.1.1.15	As-designed record drawings	Architect
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	Architect
§ 4.1.1.18	Facility support services	N/A
§ 4.1.1.19	Tenant-related services	N/A
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21	Telecommunications/data design	Architect
§ 4.1.1.22	Security evaluation and planning	Architect
§ 4.1.1.23	Commissioning	Owner
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25	Fast-track design services	N/A
§ 4.1.1.26	Multiple bid packages	N/A
§ 4.1.1.27	Historic preservation	N/A
§ 4.1.1.28	Furniture, furnishings, and equipment design	Owner/Architect
§ 4.1.1.29	Other services provided by specialty Consultants	Architect
§ 4.1.1.30	Other Supplemental Services: Public Presentations	Architect

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User Notes:

(1883908938)

As described in Section 13.2.4 Exhibit D, Consultant Scope of Services.

...

As described in Section 13.2.4 Exhibit D, Consultant Scope of Services, #9.

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

...

- ~~.1~~ Services necessitated by a change in the Initial Information, ~~previous instructions or Information or recommendations given by the Construction Manager or instructions from the Owner~~, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or ~~procurement or delivery method; bid packages in addition to those listed in Section 1.1.5;~~

...

- ~~.4~~ Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

...

- ~~.6~~ Preparation of design and documentation for alternate bid or proposal requests proposed by the ~~Owner; Owner or Construction Manager;~~
- ~~.7~~ Preparation for, and attendance at, a ~~public presentation, meeting or hearing;~~
- ~~.8~~ Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9~~ Evaluation of the qualifications of entities providing bids or proposals;
- ~~.10~~ ~~.8~~ Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- ~~.11~~ ~~.9~~ Assistance to the Initial Decision Maker, if other than ~~the Architect~~ the Architect;
- ~~.10~~ Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to ~~changed~~ initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- ~~.11~~ Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate;
- ~~.12~~ Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate;
- ~~.13~~ Services necessitated by the Owner's delay in engaging the Construction Manager; or
- ~~.14~~ Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall

give prompt written notice to the Architect of the Owner's determination. ~~The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice determination and the Owner shall have no further obligation to compensate the Architect for those services.~~

- ~~.1 Reviewing a Contractor's Continuing~~ to review a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- ~~.2 Responding to the Contractor's an unreasonable number of Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor prepared Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

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- ~~.5 Evaluating substitutions proposed by the Owner or Contractor Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.~~

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Approximately 100 (once per week over two years) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section ~~3-6-6.5-3.3.4.6.5~~ and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and ~~Contractor, Construction Manager~~, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the Phase One services covered by this Agreement have not been completed within eleven (11) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 5.2 The Owner shall ~~establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.~~ retain a Construction Manager to provide services, duties, and responsibilities as described in Section 1.1.5.

§ 5.3 The Owner shall ~~identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.~~ establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1 coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional

responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

~~§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, coordinate the Architect's duties and responsibilities set forth in the agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.~~

~~§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.~~

~~§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

~~§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.~~

~~§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include ~~contractors'~~ the Construction Manager's general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Phase One and other Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections ~~5.2, 6.4 and 6.5-5.3 and 6.4.~~ Evaluations of the Owner's budget for ~~the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work,~~ prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 ~~In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. The~~

Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications, or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market. Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If at any time the Architect's the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative. Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on record drawings, plans, designs, and all Project associated instruments of services, which are limited to final project drawings, models, presentation drawings and specifications ("Documents"), are owned jointly by the Owner and Architect and the Architect's Consultants. The Ownership interest for each party is limited to a license to use electronic media and copies of the Documents for the Project covered by this Agreement. Ownership of Documents by Owner is for the purpose of building maintenance, repairing, expanding and remodeling the Project and is subject to payment of all architectural fees and costs. Owner acknowledges that the final project drawings and specifications contain standard details and specifications, which are not unique to the Project and are commonly used by Architects and other design/construction professionals. Owner acknowledges that Architect and its Consultants are the owners of their original documents. However, any proprietary details and specifications of Owner are solely owned by the Owner and Architect is granted a license to use these proprietary details and specifications solely for the purpose of the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common-law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. If the Owner subsequently reproduces Project related documents or creates a derivative work based upon Project related documents created by the Architect, where permitted or required by law, the Owner shall remove or completely obliterate the original professional seal, logos, and other indications on the documents of the identity of the Architect and its Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner.

§ 7.2.1 In the event that the Owner reuses the Documents without retaining the Architect as the architect-of-record and obtaining Architect's written permission, Owner shall defend, indemnify and hold harmless Architect, its Consultants, employees, members, officers, partners, directors, and shareholders from and against any and all injuries, damages, claims and costs (including expert costs, attorney fees and litigation expenses at arbitration, trial and on appeal) whether the claims are in breach of contract, negligence, any tort or strict liability or any other cause of action, as a result of Owner's reuse of the Documents.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Except as provided in Section 7.1, the Architect shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any Project documents, including but not limited to correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. In the event Owner requests that the Architect provide to it "As-Built" plans, specification and other documents in electronic media or CADD/Revit form ("CADD FILES"), Architect shall do so. However, Owner recognizes that CADD FILES are not intended to be used for construction, are not "Contract Documents" under the term of the Construction Contract and may be revised by others without the knowledge or consent of the Architect or, when plotted, may result in variances. The electronic media disks may be write-protected by the Architect such that no data on such disk can be manipulated. Architect will provide, to the Owner only, a working copy electronic media disk. Said working copy disk shall have all indices of the Architect's ownership, professional name, and/or involvement in the Project removed from the electronic display. Any use of any kind and/or change to the CADD FILES will be at the user's sole risk and without liability, risk or legal exposure to the Architect, and the Owner and any other person or entity using the CADD FILES agrees to release and to the fullest extent of the law defend, indemnify, and hold harmless Architect and its Consultants and their partners and employees from and against any and all claims, demands, losses, expenses, damages penalties and liabilities of any kind, including without limitations, attorney fees arising out of or relating in any way to any such use or change to the CADD FILES. Owner acknowledges that the CADD FILES are not intended for construction. Owner agrees, as a condition of forwarding the CADD FILES to its Contractor or any other person or entity, to require such third party to agree in writing to the terms and conditions of this Agreement concerning use of CADD FILES.~~

~~§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.~~

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~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.9.7. If the parties do not resolve a dispute, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)~~

~~Arbitration pursuant to Section 8.3 of this Agreement~~

~~Litigation in a court of competent jurisdiction~~

~~§ 8.2 Mediation~~~~removed~~

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 8.2.4~~ If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

~~Arbitration pursuant to Section 8.3 of this Agreement~~

~~Litigation in a court of competent jurisdiction~~

~~Other: *(Specify)*~~

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, ~~mediation-informal discussions~~ shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. All arbitration shall be conducted before a single arbitrator in Prineville, Oregon.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for ~~mediation, informal discussions between the Owner and the Architect in an effort to resolve the dispute,~~ but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable ~~law in any court having jurisdiction thereof; law.~~ A party may seek from a court an order to compel arbitration or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim. Any such action, suit, or proceeding—or any action, suit, or proceeding to confirm, vacate, modify, or correct the award of the arbitration—will be litigated in the circuit courts of Crook County.

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~~.2~~ Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
\$10,000.00

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~~§ 10.1~~ This Agreement shall be governed by the law of the place where the Project is located, ~~laws of the State of Oregon,~~ excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

~~§ 10.2~~ Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for ~~Construction.~~ Construction except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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§ 10.10 The Parties shall indemnify and hold harmless each other and their directors, officers, agents, and employees from and against all claims, losses, damages, costs, and expenses to the extent caused by the negligent acts, errors, or omissions of such Party or the Party's consultants, contractors, partners, joint venturers, subcontractors, officers, agents, or employees acting under or pursuant to this Agreement or any supplement or amendment hereto.

§ 11.1 For the Architect's ~~Basic Services~~ described under Article 3, 3.2, "Phase One Services," the Owner shall compensate the Architect as follows:

...

Five-Hundred Seven-Thousand and Eighteen Dollars (\$507,018).

.2 Percentage Basis

~~(Insert percentage value)~~

~~() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. [removed]~~

...

To be determined upon additionally requested services.

§ 11.2 Phase Two Compensation

For the Architect's Supplemental Services designated in ~~Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, Sections 3.3 and 4.1.1,~~ the Owner shall compensate the Architect as follows:

...

Two-Million Two-Hundred Fifty-Seven-Thousand and Five-Hundred Dollars (\$2,257,500).

...

To be determined upon additionally requested services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

...

To be determined upon additionally requested services.

...

Schematic Design Phase	<u>twenty-five</u>	percent (<u>25%</u>)
Design Development Phase	<u>thirty-five</u>	percent (<u>35</u>)
Construction Documents Phase	<u>fifteen</u>	percent (<u>15</u>)
Procurement Phase	<u>five</u>	percent (<u>5</u>)
Construction Phase	<u>twenty</u>	percent (<u>20</u>)

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Billing rates are adjusted annually in January of each year and are subject to a 5% increase annually.

...

Rates listed in Pricing Proposal, incorporated herein as Exhibit C in Section 13.2.5.

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5-2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5-2.6, and for which the Owner shall reimburse the Architect.)

N/A

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§ 11.10.1 Initial Progress Payments

~~§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

(Insert rate of monthly or annual interest agreed upon.)

1.5 %

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

~~§ 11.10.2 Progress Payments~~

~~§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

(Insert rate of monthly or annual interest agreed upon.)

~~-%~~

~~§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

~~§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~

§ 11.10.1.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

...

December 11, 2020.

.3 AIA Document G201™-2013, Project Digital Data Protocol Form, dated December 11, 2020.

~~.3~~ .4 Exhibits:

...

~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)~~

Other Exhibits incorporated into this Agreement:

...

A. Required Terms for All Public Contracts

B. Independent Contractor Status

C. Protected Information

.4 D. Consultant Scope of Services, dated December 11, 2020.

.5 Other documents:

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A. Request for Proposals: Architectural Design Services for the Planning and Design of a New Justice Center, Crook County, Oregon, issued October 7, 2020 and Addenda #1 and #2 (collectively, the "RFP").

B. Pinnacle Proposal to Crook County, dated November 3, 2020, including Bidder Certification (the "Proposal")

C. Pinnacle Pricing Proposal to Crook County, dated November 17, 2020 (the "Pricing Proposal")

...

Seth Crawford County Judge

...

OWNER (Signature)

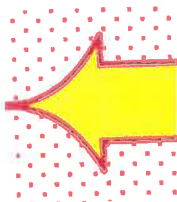
Jerry Brummer County Commissioner

(Printed name and title)

OWNER (Signature)

Brian Barney County Commissioner

(Printed name and title)



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John Eisler, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:08:56 ET on 12/23/2020 under Order No. 3243056428 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Asst. County Counsel

(Title)

12/23/20

(Dated)

AIA[®] Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 11th day of December in the year 2020 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

Crook County Courthouse Project, Prineville OR, 97754

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
- 3 DIGITAL DATA PROTOCOLS
- 4 BUILDING INFORMATION MODELING PROTOCOLS
- 5 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

Init.

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User Notes:

(1836335706)

adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

Not Applicable

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

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ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party’s right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications	Applicable	3.1.1
Project communications	Applicable	3.1.1
Architect’s pre-construction submittals	Applicable	3.1.1
Contract Documents	Applicable	3.1.1
Contractor’s submittals	Applicable	3.1.1
Subcontractor’s submittals	Applicable	3.1.1
Modifications	Applicable	3.1.1
Project payment documents	Applicable	3.1.1
Notices and claims	Applicable	3.1.1
Building Information Modeling	Applicable	3.1.1
BlueBeam Studio Sessions	Applicable	3.1.1

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

Building Information Model will use Autodesk BIM 360 platform. Blue Beam Studio Sessions will be used for design process sessions, QA/QC review sessions, and document coordination.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.

(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

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§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

The Parties intend to use a centralized electronic document management system on the Project.

The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant

Project Milestone

init.

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User Notes:

(1836335706)

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
------------------------------	---------------------------------

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;
- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

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§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant	Project Milestone
---------------------------------	-------------------

§ 4.8.2 **Model Management Protocol Establishment.** The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

§ 4.8.3 **Ongoing Responsibilities.** The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

Init.

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

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§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party’s responsibility.

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	Not Applicable		
§ 4.9.2 Wayfinding and Mapping	Not Applicable		
§ 4.9.3 Asset/FF & E Management	Not Applicable		
§ 4.9.4 Energy Management	Not Applicable		
§ 4.9.5 Space Management	Not Applicable		
§ 4.9.6 Maintenance Management	Not Applicable		

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

Init.

Additions and Deletions Report for AIA® Document E203™ – 2013

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:06:50 ET on 12/11/2020.

PAGE 1

This Exhibit dated the 11th day of December in the year 2020 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

Crook County Courthouse Project, Prineville OR, 97754

PAGE 2

Not Applicable

PAGE 3

Project Agreements and Modifications	Applicable	3.1.1
Project communications	Applicable	3.1.1
Architect's pre-construction submittals	Applicable	3.1.1
Contract Documents	Applicable	3.1.1
Contractor's submittals	Applicable	3.1.1
Subcontractor's submittals	Applicable	3.1.1
Modifications	Applicable	3.1.1
Project payment documents	Applicable	3.1.1
Notices and claims	Applicable	3.1.1
Building Information Modeling	Applicable	3.1.1
BlueBeam Studio Sessions	Applicable	3.1.1

...

Building Information Model will use Autodesk BIM 360 platform. Blue Beam Studio Sessions will be used for design process sessions, QA/QC review sessions, and document coordination.

PAGE 4

Pinnacle Architecture

...

[] The Parties intend to use a centralized electronic document management system on the Project.

PAGE 5

[] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

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...

§ 4.9.1	Remodeling	Not Applicable		
§ 4.9.2	Wayfinding and Mapping	Not Applicable		
§ 4.9.3	Asset/FF & E Management	Not Applicable		
§ 4.9.4	Energy Management	Not Applicable		
§ 4.9.5	Space Management	Not Applicable		
§ 4.9.6	Maintenance Management	Not Applicable		

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Peter Baer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:06:50 ET on 12/11/2020 under Order No. 8318463762 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



Digitally signed by Peter Baer
Date: 2020.12.30 14:00:02-08'00'
Reason: Crook County AIA contract

(Signed)

(Title)

(Dated)



AIA Document G201™ – 2013

Project Digital Data Protocol Form

PROJECT: *(Name and address)*

Crook County Circuit Court

Address to be determined later.

Site bound by NW Claypool, NW Beaver, NW 2nd and West 1st Streete, Prineville OR, 97754

PROTOCOL VERSION NUMBER: 1

DATE: December 11, 2020

PREPARED BY: Bill Valdez – KMB architects on behalf of Pinnacle Architecture & KMB archtiects

DISTRIBUTION TO: *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.2, or reference Section 1.2, along with any additional recipients.)*

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with a project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their Agreement for the Project.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA
- 2 DIGITAL DATA MANAGEMENT PROTOCOLS
- 3 TRANSMISSION AND USE OF DIGITAL DATA

ARTICLE 1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA

§ 1.1 List each Project Participant that has incorporated AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated December 11, 2020 , into its agreement for the Project:

Project Participant	Discipline
Pinnacle Architecture	Architecture & Interiors
KMB architects	Architecture & Security Design
PAE Engineers	Mechanical, Electrical, and Plumbing Engineering
Luma	Architectural Lighting Design
tk1sc Collaborative	Structural Engineering
Harper Houf Peterson Righellis Inc (HHPR)	Civil Engineering & Landscape Architecture
JMB Consulting Group	Cost Consulting

§ 1.2 **Project Participants.** For each Project Participant listed in Section 1.1, identify and provide contact information for the individuals responsible for implementation of the Digital Data protocols.

Project Participant	Individual Responsible	Contact Information
Pinnacle Architecture	Mark Rossi	mark@parch.biz
KMB architects	Janna Peters	jannapeters@kmb-architects.com
PAE Engineers	Scott Bevan	scott.bevan@pae-engineers.com

Luma	Scott Bevan	scott.bevan@pae-engineers.com
tk1sc Collaborative	Jason Tornquist	jtornquist@tk1sc.com
Harper Houf Peterson Righellis Inc (HHPR)	Nicolas Speros	nicolass@hhpr.com
JMB Consulting Group	Jon Bayles	jon.bayles@jmbconsultinggroup.com

§ 1.3 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 DIGITAL DATA MANAGEMENT PROTOCOLS

§ 2.1.1 **Electronic Document Management System.** If, pursuant to Section 3.5.1 of the Project specific version of AIA Document E203–2013, the Project Participants indicated an intent to use a centralized electronic document management system on the Project, the requirements for the centralized electronic document management system are as follows:

(The requirements for the system shall address, among other things, access to and security of Digital Data.)

OneDrive through Contract documents Phase. Bidding & Construction Administration Phase will be determined with CMGC contractor.

§ 2.1.2 **System Startup Requirements.** Initial training and other startup requirements to be implemented with respect to the use or management of Digital Data, if any, are as follows:

(Describe in detail any initial training or other startup requirements.)

Not applicable

§ 2.1.3 **Ongoing System Requirements.** Ongoing training or support programs to be implemented with respect to the use or management of Digital Data, if any, are as follows:

(Describe in detail any ongoing training or support programs to be implemented.)

Not applicable

§ 2.2 **Digital Data Storage Requirements.** The procedures and requirements for storing Digital Data during the course of the Project, if any, are as follows:

(Describe in detail the procedures and requirements for storing Digital Data during the course of the Project.)

Digital Data to be located via project phase: Concept Design, Schematic Design, Design Development, Contract Documents.

§ 2.3 **Digital Data Archiving Requirements.** The procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion of the Project, if any, are as follows:

(Describe in detail the procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion.)

Each participant is responsible for downloading and maintain their own digital data archive. OneDrive digital documents will be archived on Pinnacle Architecture & KMB architecture drives at completion of as-built of construction documents.

§ 2.4 **Other Digital Data Management protocol requirements, if any, are as follows:**

(Describe in detail any other requirements.)

ARTICLE 3 TRANSMISSION AND USE OF DIGITAL DATA

§ 3.1 **Digital Data Protocol Table.** The Project Participants shall comply with the data formats, transmission methods and Authorized Uses set forth in the Digital Data Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Digital Data Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Digital Data Protocol Table Definitions and Notes to define abbreviations placed, and to record notes indicated, in the Digital Data Protocol Table.)

Digital Data	Digital Data Format	Transmission Method	Authorized Uses	Note Number (See Sec. 3.2)
§ 3.1.1 Project Agreements and Modifications	BlueBeam	EM	Archive	
§ 3.1.2 Project communications				
General communications	MS Outlook	EM	Archive	
Meeting notices	MS Outlook	EM	Archive	
Agendas	BlueBeam	EM	Archive	
Minutes	BlueBeam	EM	Archive	
Requests for information	BlueBeam	EM	Archive	
Architect's Supplemental Instructions	BlueBeam	EM	Archive	
§ 3.1.3 Architect's pre-construction submittals				
Schematic Design Documents	BlueBeam	DMS	Archive	
Design Development Documents	BlueBeam	DMS	Archive	
Construction Documents	BlueBeam	DMS	Archive	
§ 3.1.4 Contract Documents				
Architect's Drawings	BlueBeam	DMS	Archive	
Architect's Specifications	BlueBeam & Word	DMS	Archive	
§ 3.1.5 Contractor's submittals				
Product data	BlueBeam	DMS	Archive	
Submitted by Contractor	BlueBeam	DMS	Archive	
Returned by Architect	BlueBeam	DMS	Archive	
Shop drawings	BlueBeam	DMS	Archive	
Submitted by Contractor	BlueBeam	DMS	Archive	
Returned by Architect	BlueBeam	DMS	Archive	
§ 3.1.6 Subcontractor's submittals				
Product data	BlueBeam	DMS	Archive	
Submitted by Subcontractor	BlueBeam	DMS	Archive	
Returned by Contractor	BlueBeam	DMS	Archive	
Shop drawings	BlueBeam	DMS	Archive	
Submitted by Subcontractor	BlueBeam	DMS	Archive	
Returned by Contractor	BlueBeam	DMS	Archive	
§ 3.1.7 Modifications				
Requests for proposal	BlueBeam	DMS	Archive	
Architect's order for a minor change in the Work	BlueBeam	DMS	Archive	
Proposals	BlueBeam	DMS	Archive	
Construction Change Directives	BlueBeam	DMS	Archive	
Change Orders	BlueBeam	DMS	Archive	
§ 3.1.8 Project payment documents	BlueBeam	EM & DMS	Archive	
§ 3.1.9 Notices and Claims	BlueBeam	DMS	Archive	
§ 3.1.10 Closeout documents				
Record documents	BlueBeam & REVIT	DMS	Archive & Reference	
Operations and Maintenance Manual	BlueBeam	DMS	Archive	

§ 3.2 Digital Data Protocol Table Definitions and Notes

Digital Data Format:

(Provide required data format, including software version, if applicable.)

Digital Data Format	Definition
MS Outlook	Microsoft Office 365
MS Word	Microsoft Office 365
BlueBeam	BlueBeam Revu x64 Standard, Version 2018.6 or newer
Autodesk REVIT	Autodesk REVIT, 2019 or newer
Autodesk BIM 360	Autodesk BIM 360

Transmission Method:

(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
CD	Delivered via Compact Disk
EM	Via e-mail
DMS	Centralized Electronic Document Management System
FD	Delivered via USB Flash Drive

Authorized Uses of Digital Data:

(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
I	Integrate (incorporate additional digital data without modifying data received)
M	Modify as required to fulfill obligations for the Project
R	Reproduce and distribute
S	Store and view only

Notes:

(List by number shown on table.)

Init.

Additions and Deletions Report for AIA® Document G201™ – 2013

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Crook County Circuit Court

Address to be determined later.

Site bound by NW Claypool, NW Beaver, NW 2nd and West 1st Streets. Prineville OR, 97754

PROTOCOL VERSION NUMBER: 1

DATE: December 11, 2020

PREPARED BY: Bill Valdez – KMB architects on behalf of Pinnacle Architecture & KMB architects

...

§ 1.1 List each Project Participant that has incorporated AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated December 11, 2020, into its agreement for the Project:

...

<u>Pinnacle Architecture</u>	<u>Architecture & Interiors</u>
<u>KMB architects</u>	<u>Architecture & Security Design</u>
<u>PAE Engineers</u>	<u>Mechanical, Electrical, and Plumbing Engineering</u>
<u>Luma</u>	<u>Architectural Lighting Design</u>
<u>tk1sc Collaborative</u>	<u>Structural Engineering</u>
<u>Harper Houf Peterson</u>	<u>Civil Engineering & Landscape Architecture</u>
<u>Righellis Inc (HHPR)</u>	
<u>JMB Consulting Group</u>	<u>Cost Consulting</u>

...

<u>Pinnacle Architecture</u>	<u>Mark Rossi</u>	<u>mark@parch.biz</u>
<u>KMB architects</u>	<u>Janna Peters</u>	<u>jannapeters@kmb-architects.com</u>
<u>PAE Engineers</u>	<u>Scott Bevan</u>	<u>scott.bevan@pae-engineers.com</u>
<u>Luma</u>	<u>Scott Bevan</u>	<u>scott.bevan@pae-engineers.com</u>
<u>tk1sc Collaborative</u>	<u>Jason Tornquist</u>	<u>jtornquist@tk1sc.com</u>
<u>Harper Houf Peterson</u>	<u>Nicolas Speros</u>	<u>nicolass@hhpr.com</u>
<u>Righellis Inc (HHPR)</u>		
<u>JMB Consulting Group</u>	<u>Jon Bayles</u>	<u>jon.bayles@jmbconsultinggroup.com</u>

PAGE 2

OneDrive through Contract documents Phase. Bidding & Construction Administration Phase will be determined with CMGC contractor.

...

Not applicable

...

Not applicable

...

Digital Data to be located via project phase: Concept Design, Schematic Design, Design Development, Contract Documents.

...

Each participant is responsible for downloading and maintain their own digital data archive. OneDrive digital documents will be archived on Pinnacle Architecture & KMB architecture drives at completion of as-built of construction documents.

PAGE 3

§ 3.1.1 Project Agreements and Modifications	BlueBeam	EM	Archive	
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...

General communications	MS Outlook	EM	Archive	
Meeting notices	MS Outlook	EM	Archive	
Agendas	BlueBeam	EM	Archive	
Minutes	BlueBeam	EM	Archive	
Requests for information	BlueBeam	EM	Archive	
Architect's Supplemental Instructions	BlueBeam	EM	Archive	

...

Schematic Design Documents	BlueBeam	DMS	Archive	
Design Development Documents	BlueBeam	DMS	Archive	
Construction Documents	BlueBeam	DMS	Archive	

...

Architect's Drawings	BlueBeam	DMS	Archive	
Architect's Specifications	BlueBeam & Word	DMS	Archive	

...

Product data	BlueBeam	DMS	Archive	
Submitted by Contractor	BlueBeam	DMS	Archive	
Returned by Architect	BlueBeam	DMS	Archive	
Shop drawings	BlueBeam	DMS	Archive	
Submitted by Contractor	BlueBeam	DMS	Archive	
Returned by Architect	BlueBeam	DMS	Archive	

...

Product data	BlueBeam	DMS	Archive	
Submitted by Subcontractor	BlueBeam	DMS	Archive	
Returned by Contractor	BlueBeam	DMS	Archive	
Shop drawings	BlueBeam	DMS	Archive	
Submitted by Subcontractor	BlueBeam	DMS	Archive	
Returned by Contractor	BlueBeam	DMS	Archive	

...

Requests for proposal	BlueBeam	DMS	Archive	
Architect's order for a minor change in the Work	BlueBeam	DMS	Archive	
Proposals	BlueBeam	DMS	Archive	
Construction Change Directives	BlueBeam	DMS	Archive	
Change Orders	BlueBeam	DMS	Archive	
§ 3.1.8 Project payment documents	BlueBeam	EM & DMS	Archive	
§ 3.1.9 Notices and Claims	BlueBeam	DMS	Archive	

...

Record documents	BlueBeam & REVIT	DMS	Archive & Reference	
Operations and Maintenance Manual	BlueBeam	DMS	Archive	

PAGE 4

<u>MS Outlook</u>	<u>Microsoft Office 365</u>
<u>MS Word</u>	<u>Microsoft Office 365</u>
<u>BlueBeam</u>	<u>BlueBeam Revu x64 Standard, Version 2018.6 or newer</u>
<u>Autodesk REVIT</u>	<u>Autodesk REVIT, 2019 or newer</u>
<u>Autodesk BIM 360</u>	<u>Autodesk BIM 360</u>

...

<u>FD</u>	<u>Delivered via USB Flash Drive</u>
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EXHIBIT A
REQUIRED TERMS FOR ALL PUBLIC CONTRACTS

1. PAYMENTS AND DEBTS:

- 1.1. Contractor shall promptly, as due, make payment to:
 - 1.1.1. Any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services;
 - 1.1.2. All persons supplying to Contractor labor or material for the performance of the work provided for in the Agreement;
 - 1.1.3. All contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement; and
 - 1.1.4. The Department of Revenue all sums withheld from employees under ORS 316.167.
- 1.2. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished under this Agreement.

2. EMPLOYEES:

- 2.1. Contractor and subcontractors shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 2.2. Contractor shall comply with the prohibition on wage discrimination of ORS 652.220; failure to do so is a material element of the contract and a breach that entitles County to terminate this Agreement for cause.
- 2.3. For all work under this Agreement, Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time-and-a-half pay for:
 - (a) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
 - (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020;
- 2.3.1. If this Agreement is for services, Contractor shall pay employees at least time-and-a-half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in 279B.020 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater;
- 2.3.2. If this Agreement is for personal services, as described in ORS 279A.055, Contractor shall pay its employees who work under this Agreement at least time-and-a-half for all overtime the employees work in excess of 40 hours in any one week, unless said employees are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime;
- 2.3.3. If this Agreement is for services at a county fair, or for another event that Crook County Fair Board authorizes, Contractor shall pay employees who work under this Agreement at least time-and-a-half for work in excess of 10 hours in any one day or 40 hours in any one week.
- 2.4. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- 2.5. Contractor shall give notice in writing to employees who work under this Agreement, either at the time of hire or before work begins on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

3. OTHER PROVISIONS:

- 3.1. By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; Contractor further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.
- 3.2. If this Agreement involves lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

EXHIBIT B

INDEPENDENT CONTRACTOR STATUS

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

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

EXHIBIT C

PROTECTED INFORMATION

If Contractor obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622. Furthermore:

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the County. Protected Information includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the County or proper legal authority.
2. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the County or an individual identified with the data or information in Contractor’s custody or access.

To the extent that Contractor may have access to County protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Contractor will notify the appropriate County contact no later than one hour after they are aware of the breach. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Contractor will not undertake litigation on behalf of the County without prior written consent.

5. **Data Storage and Backup.** Contractor agrees that any and all County data will be stored, processed, and maintained solely on designated servers and that no County data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a County officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the County Information Security Officer for any general or specific case.

Contractor agrees to store all County backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

6. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no County data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a County officer with designated data, security, or signature authority.
7. **PCI Compliance.** Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all County data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of County whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Contractor will provide County with prompt written notice so that County may seek an appropriate protective order or other remedy. If a remedy acceptable to County is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Contractor and County acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage County in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give County the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants County the right, but not the obligation, to enforce these provisions in

Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

11. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need-to-know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Contractor and County.
12. **Criminal Background Check.** County shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the County's Criminal Justice Information System (CJIS) protected data, software systems or facilities.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of County.

Exhibit D - Consultant Scope of Services



ENHANCING LIVES AND COMMUNITIES

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December 11, 2020

Regarding: Consultant Scope of Services for Crook County Justice

1. Geotechnical: Carlson Testing, Inc.

4.0 PURPOSE & SCOPE OF WORK

4.1 Geotechnical Investigation Report and Site-Specific Seismic Hazards Study (Base Service)

The purpose of our geotechnical investigation and site-specific seismic hazards study will be to explore subsurface conditions in order to provide geotechnical recommendations for use in design and development of the proposed project. Our specific scope of services will include the following:

4.1.1 Fieldwork & In-Situ Testing

- Site Staking: Visit the site to mark (stake or paint) the locations of our proposed explorations for utility locating. The locations of our proposed explorations are shown on the attached Exploration Plan.
- Utility Locates: Contact the Oregon Utilities Notification Center to mark the locations of public utilities at the site within a 20-foot radius of our planned explorations. CGT will also arrange for a private utility locating service to mark utilities within a 20-foot radius of our staked explorations. Our client will be responsible for clearly marking the locations of private utilities, irrigations lines, etc., at the site that are not detectable using industry-standard locating techniques. *Private utilities include public utilities outside of the public right-of-way.* CGT will not be responsible for damage caused to public or private utilities that are not clearly identified and marked.
- Drilled Borings: Explore subsurface conditions at the site by observing the advancement of four drilled borings.
 - The borings will be advanced using a truck-mounted drill rig provided and operated by our licensed drilling subcontractor.
 - Two of the borings will be advanced to depths of up to 75 feet below ground surface (bgs) or practical refusal, whichever occurs first. The remaining borings will be advanced to depths of up to 20 feet bgs.
 - Sampling and testing within the borings will include:
 - Standard Penetration Tests (SPTs) will be conducted using a split-spoon sampler in general accordance with ASTM D1586. SPTs will be conducted (and samples obtained) at 2½-foot intervals for the upper 15 feet in the borings, on 5-foot intervals to 40 feet bgs, and at 10-foot intervals thereafter to the termination depths of the borings.
 - In conjunction with SPTs, where fine-grained soils are encountered, 3-inch diameter (ID) thin-wall steel Shelby tube samples will be obtained to collect undisturbed soil samples for evaluation of unit weight and other properties.
 - CGT will measure depths to groundwater in the borings. The water level(s) will be checked in the borings just prior to backfilling.

Crook County Justice Center
Prineville, Oregon
CGT Proposal Number BGC.296
December 11, 2020

- Drill spoils (soil cuttings and drilling fluids) from the borings will be left on-site. Cuttings will be left adjacent to each boring in a small pile. Drilling fluids generally consist of a slurry of bentonite clay, water, and soil and can be spread or pumped (sprayed) over adjacent vegetated areas, subject to review by the client.
- The borings will be backfilled with granular bentonite prior to departure from the site. Where borings are advanced through existing AC the surface will be restored with cold-patch asphalt. Where borings are advanced through the soil-surfaced portion of the lot, the surface will be restored with drilled spoils.
- *Visible disturbance to the drilling locations may be apparent, particularly if the drilling is performed during a period of wet weather. Landscape repair is beyond the scope of this proposal.*
- Soil Classification: Classify the soils collected from the explorations in general accordance with ASTM D2488 (Visual-Manual Procedure). A qualified member of CGT's staff will observe and maintain detailed logs of subsurface conditions encountered in the explorations.

4.1.2 Laboratory Testing

Laboratory testing on selected samples obtained during site exploration will include the following:

- Up to ten moisture content determinations (ASTM D2216).
- Up to six percentage passing the U.S. Standard No. 200 Sieve tests (ASTM D1140).
- Up to one Atterberg limits (plasticity) test (ASTM D4318).
- Up to one Shelby tube unit weight test (weight-volume measurement).

4.1.3 Site-Specific Seismic Hazards Study

Based on our correspondence with Pinnacle Architecture, we understand the building will be assigned to Risk Category III in accordance with Table 1604.5 of the 2019 Oregon Structural Specialty Code (OSSC). We understand the building will be classified as a "Special Occupancy Structure" per Oregon Revised Statutes (ORS) 455.447 and a site-specific seismic hazard study (SSSHS) will be required as part of the geotechnical report per Section 1803.6.1 of the OSSC. The results of the study will be presented as an appendix to the geotechnical report. The SSSHs will include:

- Technical Narrative: A technical narrative describing our review of available geologic mapping, hazard mapping (including DOGAMI Lidar and SLIDO databases), and water well logs local to the site.
- Geologic Profile to Bedrock: A geologic profile of the site extending to bedrock. The profile will be developed based on the explorations, available well logs, and geologic mapping.
- Site Classification: A site soil classification in accordance with the 2019 OSSC.
- MCE Response Spectrum: A recommended Maximum Considered Earthquake (MCE) response spectrum developed in accordance with Section 11.4.3 of ASCE Section 7-16.
- Seismic Ground Motion Values: Recommendations for design spectral acceleration parameters and the design response spectrum developed in accordance with the 2019 OSSC. *This is allowed by code for seismically isolated structures (and structures with damping systems) on sites with S_v less than 0.6 seconds, and for structures having fundamental periods of vibration equal to or less than 0.5 seconds.*
- Seismic Hazards: A **qualitative** discussion of seismic hazards at the site including slope instability and surface rupture. The qualitative evaluations will be based on the available geologic mapping, the soils encountered within the depths explored, and our observations of the existing site surface conditions. If liquefiable conditions are encountered, as expected, we will perform quantitative liquefaction analyses to estimate liquefaction-induced settlements at the site for design-level earthquake(s) using industry-standard SPT-based procedures. Earthquake magnitudes and peak ground accelerations (PGA) for

design-level earthquakes will be determined in accordance with the 2019 Oregon Structural Specialty Code (OSSC) and ASCE 7-16.

4.1.4 Written Report

Based on the information obtained from the explorations, laboratory testing, and our engineering analysis, we will provide a geotechnical report including the following:

- Site Vicinity Map & Site Plan: A site vicinity map and a site plan showing the approximate location of the explorations relative to existing site features
- Exploration Logs: Logs of the explorations, including observed groundwater depths and results of laboratory tests performed on selected samples.
- Technical Narrative: A technical narrative describing site geology, the results of the completed field investigation, and descriptions of the subsurface materials encountered.
- Site Preparation: Geotechnical recommendations for site preparation and earthwork, including:
 - Demolition and stripping/grubbing depths.
 - Subgrade preparation.
 - Wet/dry weather earthwork
 - Utility trench excavation and backfill.
 - Temporary excavations.
 - Fill type for imported materials.
 - Use of on-site soils as structural fill.
 - Fill compaction criteria
 - General grading considerations.
 - Shrink/swell potential.
- Shallow Foundations: Geotechnical engineering recommendations for use in design and construction of shallow spread foundations, including:
 - An allowable soil bearing pressure.
 - Minimum footing width and depth requirements.
 - Lateral capacity criteria.
 - Subsurface drainage, if appropriate
 - An estimate of settlement based on assumed or provided loads
- Alternative Foundations (if required): In the event liquefaction-induced settlements are deemed excessive for the structure supported on conventional, shallow foundations, CGT will coordinate with the design team to discuss alternative concepts related to supporting the planned building. Conceptual recommendations will be provided based on the preferences of the owner and design team. Please note that this proposal does not include piling design services.
- Floor Slabs: Geotechnical engineering recommendations for use in design and construction of concrete floor slabs supported on-grade, including:
 - An anticipated value for modulus of subgrade reaction.
 - A capillary break and vapor barrier.
 - Subsurface drainage, if appropriate
 - An estimate of settlement based on assumed or provided loads
- Pavement Subgrade: Geotechnical recommendations for subgrade preparation in pavement areas.

4.1.5 Report Submittal

CGT will submit an electronic (PDF) copy of the report by email to our client. Upon request, CGT can also provide up to three bound paper copies of the final report. Our final report will be stamped and signed by a Professional Geotechnical Engineer (P.E./G.E.) and Certified Engineering Geologist (CEG), each licensed in the State of Oregon.



4.2 Line Item (Optional) Service: Infiltration Testing

As requested, the following line item service is presented for the client's consideration and can be authorized on Page 8 of this proposal.

If authorized, CGT can expand our scope to include infiltration testing services for the proposed development. No details regarding the locations of the proposed infiltration tests were available at the time of this proposal. We understand additional information will be provided prior to start of work. Design of infiltration systems will rest with others. This additional service would include:

- Additional Explorations: Advance two additional drilled borings for infiltration testing in the areas requested by the client. The additional borings will be advanced using the same drill rig and techniques listed in Section 4.1.1 above.
- Infiltration Testing: An infiltration test will be performed at each test location at the requested depth of 2½ feet bgs. Infiltration testing will be performed in general accordance with the single ring infiltrometer method described in Appendix 4D of the 2010 Central Oregon Stormwater Manual. CGT will provide water for infiltration testing.
- Laboratory Testing: Additional laboratory testing on samples collected from the infiltration test depths will include up to two percentage passing the U.S. Standard No. 200 Sieve tests (ASTM D1140).
- Infiltration Test Results: Provide raw (unfactored) infiltration test results, calculated coefficients of permeability, and calculated infiltration rates in units of inches per hour in the geotechnical report.

2. Survey: HWA

Task Description

1 Surveying and Mapping

- Review Title Report and Record Survey Information
- Survey Crew and Utility Locates - Scheduling and Coordination
- Establish Survey Control Network at Site
- Locate and Survey Existing Property Corner Monuments
- Perform Topography Survey
- Resolution of Property Boundary and Mapping of Encumbrances
- Office Reduction of Field Data and Mapping of Topography
- Mileage & Materials (Title Report by Owner)



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3. Civil Engineering:

Crook County Justice Center
Fee Estimate - CIVIL
Harper Houf Peterson Righellis Inc.

November 2020

TASK	DESCRIPTIONS
1	Base Mapping
2	Site Plan Development
3	Existing Conditions / Demolition Plan
4	Site Circulation Analysis and Design
5	Site Grading, Paving, ADA Analysis and Design
6	Site Drainage Analysis and Plan
7	Site Erosion Control Plan Analysis and Design
8	Site Water Analysis and Design
9	Site Fire Analysis and Design
10	Site Sanitary Sewer Analysis and Design
11	Site Development Construction Plans
12	Right of Way (Frontage) Improvements Construction Plans
13	Technical Specifications
14	Quantities for Cost Estimating
15	Team Meetings and Coordination
16	DEQ 1200-C Permit
17	Permitting and Bid Assistance



ENHANCING LIVES AND COMMUNITIES

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4. Landscaping

**Crook County Justice Center
 Fee Estimate - LANDSCAPE
 Harper Houf Peterson Righellis Inc.

 November 2020**

TASK	DESCRIPTIONS
1	Landscape Construction Design (Fence, Gate and Site Furnishings)
2	Planting Design
3	Irrigation Design
4	Landscape Details
5	Technical Specifications
6	Right of Way (Frontage) Improvements Planting Plans
7	Quantities for Cost Estimating
8	Team Meetings and Coordination
9	Permitting and Bid Assistance

5. Interior Design

- Meeting with the client to understand the project specific needs. Discussing function, size and specialty items that would be needed per department and/or room to function the best. Discuss ideal situations, circulation, and adjacencies.
- Providing design options of the interior of the space to include interior finishes (flooring, paint, laminates, built-in items, etc.) Examples and samples will be provided to aid your decisions. Creating a material board to display colors, flooring, fabrics, and finishes.
- Assist with developing 3d imagery of interior and exterior designs in accordance with contract scope.
- Researching options for the materials needed to complete the project. Write Specification Manual that contains the selected materials and systems identified in the design development phase. Deliverable is a specifications book (document summarizing the performance and other technical characteristics) for all products, systems, etc.
- Participate in occasional construction site visits for evaluating finish installation and punch lists.

6. Architectural Lighting Design:

Project Scope of Work

Luma proposes to provide lighting design services to support the project as described below:

1. Luma will provide lighting design, luminaire selection and lighting control design narrative for the spaces of the project.
2. The typical design scope will include:
 - Design and layout of light fixtures
 - Coordination with Architect on design direction and presentation
 - Specification of luminaires
 - Luminaire mounting details
 - Lighting control intent diagrams and narratives
 - Lighting calculations to verify design assumptions relative to illumination levels.
3. Luma will provide specification and product information necessary for all pricing packages and assist in evaluating the pricing throughout the design process.
4. Luma will review the program information furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.
5. Provide a preliminary evaluation of the Owner's program information, and construction budget requirements.
6. Lighting control intent narrative or diagrams for lighting controls as well as owner control is included in Luma's scope; all detailed control design, circuiting and engineering will be provided by PAE in conjunction with coordination with Luma.
7. Spaces include the following:
 - a. Exterior: façade, building, roof, plaza, entrance areas, landscape and site lighting including surface parking.
 - b. Interior: all areas including entry lobby, circulation, back of house, courtrooms and associates spaces.

7. Telecommunication/Data Design - PAE Engineering

TECHNOLOGY SYSTEM DESIGN

1. Telecommunications System Design:
 - a. Integrated telecommunications data/voice distribution design including service provider entrance.
 - b. Telecommunications room and space design.
 - c. Building cabling systems.
 - d. Cable/master antenna TV or satellite TV distribution system.
2. Courtroom Technology:
 - a. Courtroom technology communication and audiovisual, including vidocapture, annotation, video switching, AV control system, digital signage, speech & audio reinforcement.
3. Audiovisual System Design:
 - a. Presentation and conferencing systems.
 - b. Public address systems.



ENHANCING LIVES AND COMMUNITIES

INTEGRITY • COLLABORATION • SOCIALLY RESPONSIBLE

8. Energy Study and Modeling – PAE Engineering

ENERGY STUDY & MODELING

1. Attend design meetings with the architect, owner and other consultants.
2. Make recommendations to produce a design that reduces building energy use to meet the project goals.
3. With the project team, develop a list of Energy Efficiency Measures (EEMs) to capture significant opportunities for building energy savings. Coinciding with the design process, provide a computer model of the building's anticipated energy savings with 8 to 10 EEMs. These EEMs shall address HVAC, lighting and building envelop options. The energy model will be used throughout schematic design and design development to inform design decisions.

November 16, 2020



4. Participate in meeting to review the energy analysis report and discuss the EEMs that are most appropriate for the project.
 5. Provide deliverables for the SD and DD phases:
 - a. Written report to summarize the energy model outcomes and what the model indicates about optimizing the design for energy efficiency.
- ### 9. Furniture, Furnishings, and Equipment Design
1. Assist facilities in defining the equipment and furniture needs for each room within the building and any site furnishings on the property.
 2. Prepare a packet with imagery and quantity of desired furnishings and finish selections for each space for purposes of bidding up to (3) preferred furniture dealers.
 3. Assist facilities in reviewing received bids.
 4. Monitoring process and providing assistance for clarifications on design intent.

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**FACILITY NAMING
AND
SPONSORSHIP AGREEMENT**

This Facility Naming Agreement (“Agreement”) is entered into this 6th day of January, 2021, between The Papé Group, Inc., an Oregon corporation with offices located at 355 Goodpasture Island Road, Eugene, OR (“Papé”) and Crook County, a political subdivision of the State of Oregon, with offices located at 300 NE 3rd St., Prineville, Oregon (“County”).

WHEREAS, the County owns and manages the fairgrounds located at 1280 Main Street, Prineville, Oregon (the “Fairgrounds”); and

WHEREAS, the Fairgrounds include an outdoor arena/rodeo ground (the “Facility”); and

WHEREAS, the Facility will be utilized annually for the Crooked River Roundup, among other uses; and

WHEREAS, Papé desires to sponsor the Facility in return for certain benefits as set forth below;

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Papé hereby agree as follows:

1. **RECITALS.** The recitals set forth above are hereby incorporated into this Agreement.

2. TERM AND TERMINATION.

2.1 The term of this Agreement shall commence as of the date first above written and, unless sooner terminated in accordance with this Agreement, shall continue until December 31, 2036.

2.2 Provided Papé is not in default hereunder, at the expiration of this Agreement or any expiration or renewal hereof, Papé shall have the right of first refusal to Facility naming rights at the most favorable rates and terms being offered by County to any prospective purchaser of such rights. At least 90 days prior to the expiration of this Agreement, County shall provide written notice to Papé of the naming right, rate and term being offered. Papé shall have a period of 30 days within which to exercise its right of first refusal to such right, rate and term. In the event Papé declines such offer, or in the event Papé fails to respond within such period of time, then County shall be free to enter into a naming right agreement with a third party. In each event that Papé exercises such right, Papé shall have final approval of the design of any signs relating thereto, provided such signs are in compliance with County ordinances and standards for Facility.

2.3 Papé shall have the right to terminate this Agreement upon 30 days written notice to County in the event of the occurrence of any of the following:

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2.3.1 If County is not using its best efforts to utilize the Facility to its potential and Papé is not receiving the desired brand exposure;

2.3.2 If County is adjudicated as insolvent or is otherwise unable to perform its management duties for the Facility; or

2.3.3 Upon material breach of any provision of this Agreement by County, if such breach is not cured within thirty (30) days after County's receipt of written notice from Papé.

2.4 County shall have the right to terminate this Agreement upon written notice to Papé in the event of the occurrence of any of the following contingencies:

2.4.1 If Papé is adjudicated as insolvent, declares bankruptcy or is otherwise unable to pay its debts when due; or

2.4.2 Upon a material breach of any provision of this Agreement by Papé, if such breach is not cured within thirty (30) days after Papé's receipt of written notice from County.

2.5 The provisions of Sections 8, 11, 17, 18, 19, 20, and 21 shall survive expiration or termination of this Agreement.

3. PAPÉ'S RIGHTS AND BENEFITS.

3.1 Naming Rights.

3.1.1 Papé shall have the exclusive right to retain the Facility name "Susie Yancey Papé Rodeo Grounds."

3.1.2 All references to the Facility, regardless of media, made by County will include the name selected by Papé. Such references shall include, but not be limited to, all marketing materials, press releases, other print materials, and radio, web and television broadcasts.

3.2 [RESERVED]

3.3 Signage.

3.3.1 County will maintain no less than five signs bearing the Facility name in prominent locations at the Fairgrounds in locations to be agreed by the parties.

3.3.2 County shall use best efforts to maintain a minimum of two (2) directional signs for the Facility on major highways. County shall be responsible for obtaining all approvals from the Oregon Department of Transportation and other governmental agencies regarding placement of such signs.

3.3.3 Consistent with County ordinances, Papé shall have the right, at Papé's expense, to place banner signs (the "Banners") at the Facility. In the event Papé elects to place the Banners, Papé shall be responsible for mounting, maintaining, and removing the Banners when necessary. County shall be responsible for providing Papé adequate notice, using best efforts to provide one (1) month notice, but not less than two (2) weeks' notice, of the need to remove the banners prior to an event. No use of the banner brackets may be made by third parties without Papé's prior consent, such consent not to be unreasonably withheld.

3.3.4 Papé shall have the right, at Papé's expense, to have at least one (1) flag of Papé's design displayed on the concourse flagpoles.

3.3.5 County shall use best efforts to see that permanent signage is not modified, covered, or digitally manipulated in visual images without the prior written approval of Papé.

3.4 Box.

3.4.1 Papé shall have exclusive use of one (1) Box designated by Papé for its use at all times during the Crooked River Roundup (including horse races) (the "Roundup") or any replacement event should the Roundup cease to be held at the Facility.

3.4.2 Any use of the Box by the County during the Roundup is subject to Papé's prior approval, which approval shall not be unreasonably withheld. The County shall provide Papé with not less than one (1) week notice of any request to use the Box.

3.5 Admission, Parking Passes.

3.5.1 County shall provide Papé with the following to ticketed events at the Facility for which the County controls the ticketing process:

- (i) Adequate admission passes for attendees utilizing the Papé Box;
- (ii) Four parking passes.

3.5.2 If Papé does not intend to utilize its admission passes and related parking passes, it will, upon request from County, give County the option of using such passes for its own purposes as it sees fit, including the ability to sell them to the general public.

3.6 Use of Facility. Papé shall have the right, subject to the provisions of this Section, to utilize the Facility for company events. Papé shall provide County of not less than thirty (30) days' notice of any such request to utilize the Facility. Such usage shall be on dates mutually agreed upon by the parties based on Facility availability. Papé shall reimburse the County for any related costs incurred by the County associated with company events (i.e., set up, security, supervision, clean up, etc.).

4. PAYMENTS. Papé shall, on or before thirty (30) days following the date of this agreement, pay to County the amount of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00). County agrees to use the funds to improve Facility seating and related infrastructure.

5. INTELLECTUAL PROPERTY.

5.1 Papé grants County the right to use its trademarks, trade names and services marks, including Papé's logo ("Papé Marks") solely in connection with the identification of the Facility. County acknowledges that its use of Papé Marks shall inure to the sole benefit of Papé and shall not create any right, title or interest in same in favor of County. County agrees to comply with Papé's guidelines as may be provided to County from time to time concerning use of Papé Marks. Papé reserves the right to prohibit the use of Papé Marks, or to modify any materials depicting Papé Marks, if in its sole judgment such use may be illegal, misleading or inappropriate.

5.2 County grants Papé the right to use the Fairgrounds and Facility names and images for marketing purposes, in any media, subject to prior and timely review by the County. Such review is intended to help ensure accuracy and coordination of marketing and public relations efforts between Papé and the County related to the Facility.

5.3 County grants Papé the right to use the County seal (logo) solely in connection with the identification of the Facility. Papé acknowledges that its use of the County's seal (logo) shall inure to the sole benefit of the County and shall not create any right, title or interest in same in favor of Papé. Papé agrees to comply with the County's guidelines as may be provided to Papé from time to time concerning use of the County seal (logo). The County reserves the right to prohibit the use of its seal (logo), or to modify any materials depicting its seal, if in its sole judgment such use may be illegal, misleading or inappropriate.

5.4 Each party shall provide a single point of contact for any approvals required under this Agreement ("Approval Coordinator"), as named below:

For the County:

Seth Crawford, Crook County Judge
300 NE Third Street
Prineville, OR 97754
541-447-6555 (Telephone)
Seth.crawford@co.crook.or.us (Email)

For Papé:

Ryan Papé
President – Papé Machinery Ag & Turf
355 Goodpasture Island Road
Eugene, OR 97401
541-868-8911
rpape@pape.com

Either party may change their Approval Coordinators upon written notice to the other party in accordance with this Agreement.

6. MAINTENANCE OF FACILITY, NON-DISCRIMINATION.

6.1 County shall maintain the Facility in good and safe condition.

6.2 County shall ensure that in no event shall usage of the Facility discriminate on the basis of race, sex, religion or national origin, or otherwise as prohibited by law.

7. INSURANCE REQUIREMENTS, RELEASES REQUIRED.

7.1 County agrees to secure and maintain in force and effect throughout the term of this Agreement insurance coverage for all facilities and equipment located at the Facility consistent with that maintained by the County at all other municipal locations. Such coverage should include, at a minimum the following:

7.1.1 Statutory workers' compensation in accordance with the laws of the state where such compensation would be payable. Employers' liability (Coverage B) with limits of not less than \$100,000 per accident.

7.1.2 Comprehensive General Liability Insurance, including products liability, completed operations liability, broad form property damage and bodily injury liability insurance, with limits of at least \$5,000,000 for each occurrence and combined single limit.

7.1.3 [RESERVED]

7.1.4 Commercial Property Insurance on the Facility with a limit of no less than \$2,000,000.

7.2 The County shall deliver to Papé Certificates of Insurance evidencing the existence of the insurance required above no later than thirty (30) days following the final execution of this Agreement. Such Certificates shall provide for the giving to Papé of thirty (30) days prior written notice of cancellation.

7.3 The County agrees that it will use best efforts to require all credentials of any kind used for admission to County-managed events at the Facility, for which credentials or tickets are required, to include the following or substantially similar language:

The holder of this ticket assumes all risk and danger incidental to participation in and attendance at this event and releases the Susie Yancey Papé Rodeo Grounds, its sponsors, and host organizations and all agents thereof from any and all liabilities resulting from your attendance at this event. You agree to abide by all rules and regulations established for the Susie Yancey Papé Rodeo Grounds, and a violation of these rules and regulations can be cause for forfeiture of your ticket and removal from the premises.

7.4 The County further agrees to use best efforts to obtain signed releases from all organizations engaged in activities at the Facility, which release Papé, its shareholders, subsidiaries and affiliated companies and all employees, officers, directors and agents thereof from any and all liabilities resulting from their use of the Facility and participation in the activity held at the Facility.

7.5 With regard to any event for which the County is unable to include the language described in 7.3 above or unable to obtain the releases described in 7.4 above, the County agrees to use efforts to provide Papé with notice of same prior to such event.

8. INDEMNITY.

8.1 To the extent permitted by law, the County agrees to indemnify, defend and hold harmless Papé, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents, successors and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with (i) the negligent or reckless acts or omissions of the County, its employees, agents or representatives, or (ii) the County's breach of this Agreement.

8.2 Papé agrees to indemnify, defend and hold harmless the County, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents, successors and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with (i) the use of the Papé Marks or (ii) Papé's breach of this Agreement.

8.3 Each party shall promptly notify the other party of any suit or threat of suit of which that party becomes aware which may give rise to a right of indemnification pursuant to this Agreement. The parties agree to cooperate in the settlement or defense of any such claim, demand, suit or proceeding.

8.4 In the event of a breach or threatened breach of this Agreement by the other party, the non-breaching party shall be entitled, in addition to any other remedies available to it, to obtain relief by way of injunction or other equitable relief.

8.5 The obligations of this Section 8 shall survive the expiration or termination of this Agreement.

9. WARRANTIES. The parties represent and warrant to each other that they are under no obligation or restriction which would in any way prevent or interfere with their ability to perform their obligations under this Agreement, and that no other authorizations are necessary to permit the other the full use and enjoyment of its rights granted hereunder.

10. COMPLIANCE WITH LAWS. In the course of their respective performance under this Agreement, both parties shall comply with all applicable federal, state and local laws and regulations, including, without limitation, laws and regulations pertaining to trademark and copyrights.

11. NOTICES, STATEMENTS AND PAYMENTS. All notices, statements and payments required hereunder shall be sent by overnight mail, first-class mail, or by wire transfer, as appropriate, to the parties at the following addresses:

The Papé Group, Inc.

Ryan Papé
President – Papé Machinery Ag & Turf
355 Goodpasture Island Rd.
Eugene, OR 97401

With copy to:

General Counsel
The Papé Group, Inc.
355 Goodpasture Island Rd
Eugene, OR 97401

County

County Administration
Attn: County Judge
300 NE Third Street
Prineville, OR 97754

With copy to:

County Legal Department
Attn: County Counsel
300 NE Third Street
Prineville, OR 97754

All notices shall be effective upon receipt.

12. WAIVER. The failure of Papé or County at any time to demand strict performance by the other of any of the terms, covenants or conditions set forth herein, shall not be construed as a continuing waiver or relinquishment thereof, and either may at any time demand strict and complete performance by the other of said terms, covenants and conditions.

13. ASSIGNMENT. Neither County nor Papé shall have any right to assign or transfer any of its rights or obligations hereunder without the express prior written consent of the other party. Any unauthorized attempt at assignment shall be void and unenforceable.

14. FURTHER ASSURANCES. Each party shall, upon the request of the other and without further consideration, execute and deliver to such other parties such documents as may be

necessary and proper, and take such other action as may be required, to effectively carry out this Agreement.

15. INDEPENDENT CONTRACTORS. Both parties shall be independent contractors unto one another. Nothing herein contained shall be construed to constitute the parties hereto as partners or as joint venturers, or either as agent of the other, and neither shall have power to obligate or bind the other in any manner whatsoever.

16. SIGNIFICANCE OF HEADINGS. Paragraph headings contained hereunder are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as though such paragraph headings had been omitted.

17. SEVERABILITY. If this Agreement or any of its provisions is found to be illegal or unenforceable under the law now or hereafter in effect, then the parties shall be excused from the performance of such portions of this Agreement as shall be found to be illegal or unenforceable under the applicable laws or regulations, without affecting the validity of the remaining provisions of the Agreement.

18. FORCE MAJEURE. Neither party shall be liable for any delays, damages or failure to act caused by force majeure or act of God, failure of any governmental or other regulatory agency to grant necessary permits or approvals, threat and/or acts of terrorism, or any similar contingency beyond its control (a "Force Majeure Event"), and any failure or delay in the performance of the respective obligations of the parties due to a Force Majeure Event shall not be deemed a breach of this Agreement. Notwithstanding the above, if in any year during the term hereof the Roundup is not held due to a Force Majeure Event, the term of this agreement will automatically be extended for one year at no additional cost to Papé.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between Papé and County relating to the subject matter hereof, and cannot be altered or modified except by an agreement in writing signed by both parties. Upon its execution, this Agreement shall supersede all prior negotiations, understandings and agreements regarding the Facility, whether oral or written, and such prior agreements shall thereupon be null and void without further legal effect. Any terms inconsistent with or additional to the terms and conditions set forth in this Agreement which may be included with a purchase order, acknowledgement, invoice or the like, of either party shall not be binding on the other party hereto. This Agreement may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which will constitute one and the same Agreement. The parties have agreed that faxed or scanned signature copies shall be legally binding.

20. GOVERNING LAWS. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts entered into and wholly to be performed with the State of Oregon.

21. NO THIRD PARTY BENEFICIARIES. Unless otherwise specifically provided herein, no person or entity who is not a party to this Agreement will have any equitable or other rights by virtue of this Agreement.

IN WITNESS WHEREOF, the parties have caused their authorized representative to execute this Agreement as of the date first above written.

CROOK COUNTY, a political subdivision of the State of Oregon (“County”)

DATED this 6th day of January 2021.

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

THE PAPÉ GROUP, INC., an Oregon corporation (“Papé”)

By: _____

Print Name: _____

Date: _____

Its: _____

Crook County Sheriff's Office

You are invited to attend the...

Swearing-In Ceremony for

Patrol Deputy Abigail Curtis



Please come congratulate
Abigail on her hire as a Patrol Deputy
and attend the ceremony.

It will be held at the
Crook County Court
Meeting Room,
320 NE Court Street,
on Wednesday, January 6, 2021
at 9:00 am.

Abigail Curtis started with the Crook County Sheriff's Office in 2017 as a Deputy Marine Aide and worked in that position every summer for 4 years. After her first summer, she knew that law enforcement was her future. She was a Community Service Deputy for a short period of time in 2020 prior to being selected as a Patrol Deputy.

Abigail met her fiancé, Ben, in 2018 at Oregon Institute of Technology. In June of 2020 Abigail graduated with a Bachelor's of Science in Business Management. She was a Senior Resident Advisor while attending school and loves to serve others. Abigail and Ben moved to Central Oregon following graduation. Abigail was born and raised in Prineville and is very excited to be able to serve the community she grew up in.

Abigail brings enthusiasm, dedication, and integrity to an already diversely talented team. With her experience of being a Senior Resident Advisor, she gained a lot of interpersonal skills as well as how to relate with many diverse groups. Abigail is very excited for this opportunity and can't wait to see where her career goes with the Crook County Sheriff's Office.



Crook County Sheriff's Office

You are invited to attend the...

Swearing-In Ceremony for

Parole and Probation Deputy Crystal Bonotto



Please come congratulate
Crystal on her hire as a Parole and
Probation Deputy
and attend the ceremony.

It will be held at the
Crook County Court
Meeting Room,
320 NE Court Street,
on Wednesday, January 6, 2021
at 9:00 am.

Crystal Bonotto set her goal to become a Parole and Probation Deputy when she was in high school. She attended Western Oregon University and graduated in 2013 with a Bachelor of Science Degree in Criminal Justice and a minor in Sociology Community Service.

Crystal has always enjoyed helping people. At age 16 she joined the Gold Beach Volunteer Fire Department and while attending Western Oregon University she volunteered her time at Polk County Fire Department, completing her Fire Fighting certificates. During her college practicum she put in over 400 hours working at Crook County Juvenile Department and during that time fell in love with Prineville and the community. She moved to Central Oregon after graduation and spent a couple of years working as a Qualified Mental Health Associate at Rimrock Trails Adolescent Treatment Center. She later moved on to work at Sage View, the mental health department of St Charles Hospital for five and a half years.

Crystal met her fiancé Jacob in 2017 and they plan to get married in June of 2021. They own a home and property together where they enjoy having space and a variety of animals.



PARTITION PLAT NO.
PARTITION PLAT OF THE W1/2SW1/4 AND THE
W1/2SE1/4SW1/4 OF SECTION 4, TOWNSHIP 16 SOUTH,
RANGE 16 EAST, W.M., CROOK COUNTY, OREGON.
217-20-000825-PLNG
W.O. 1421

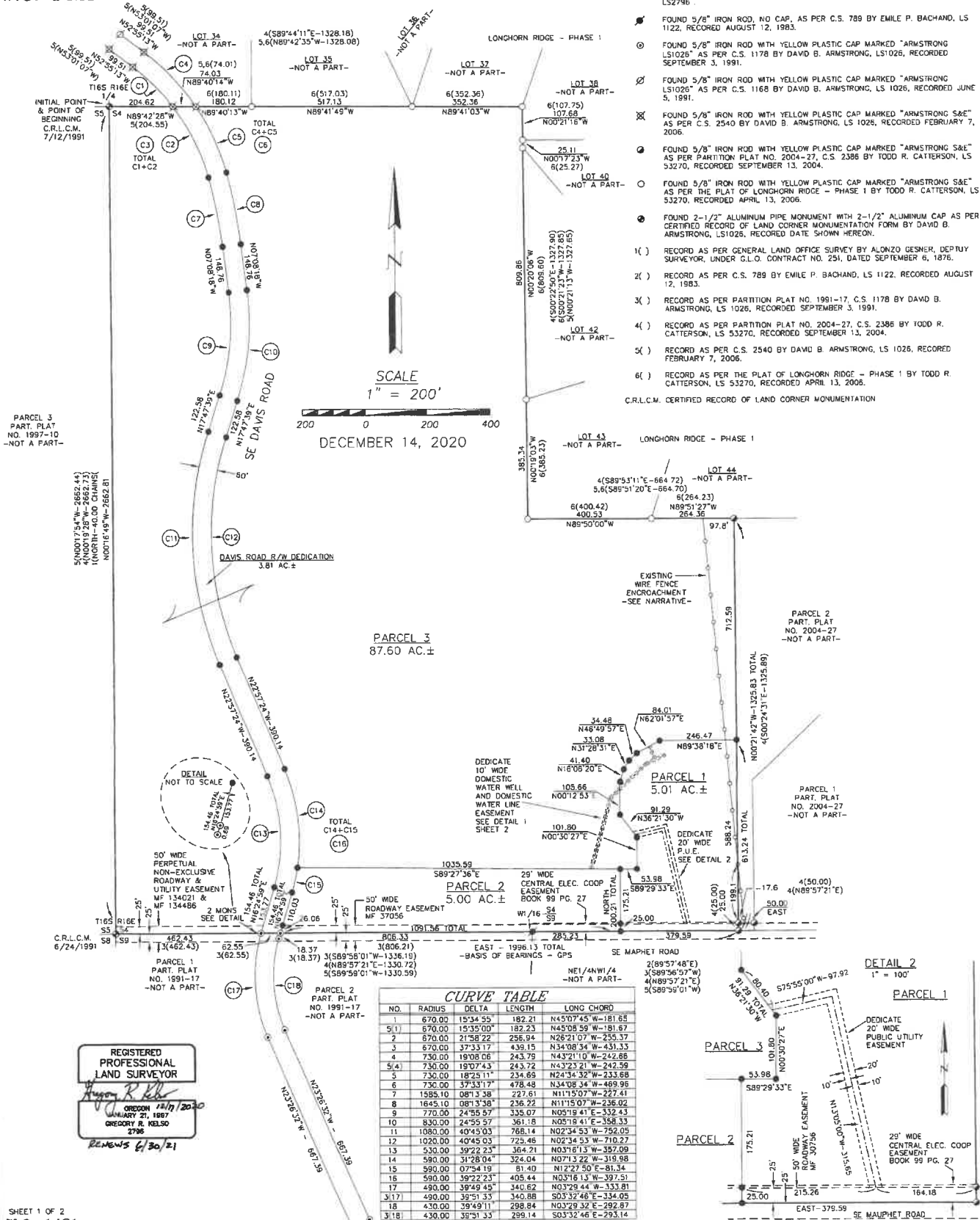
SURVEY FOR
 GLENN DAVIS
 10808 SE DAVIS LOOP
 PRINEVILLE, OR 97754
 (307) 797-3997

SURVEY BY
 KELSO LAND SURVEYING, LLC
 765 NW THIRD STREET
 PRINEVILLE, OR 97754
 (541) 420-8057

LEGEND

- SET 5/8" X 30" LONG IRON ROD WITH YELLOW PLASTIC CAP MARKED "KELSO LS2796"
- ⦿ FOUND 5/8" IRON ROD, NO CAP, AS PER C.S. 789 BY EMILE P. BACHAND, LS 1122, RECORDED AUGUST 12, 1983.
- ⊙ FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "ARMSTRONG LS1026" AS PER C.S. 1178 BY DAVID B. ARMSTRONG, LS1026, RECORDED SEPTEMBER 3, 1991.
- ⊘ FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "ARMSTRONG LS1026" AS PER C.S. 1168 BY DAVID B. ARMSTRONG, LS 1026, RECORDED JUNE 5, 1991.
- ⊗ FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "ARMSTRONG S&E" AS PER C.S. 2540 BY DAVID B. ARMSTRONG, LS 1026, RECORDED FEBRUARY 7, 2006.
- ⊚ FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "ARMSTRONG S&E" AS PER PARTITION PLAT NO. 2004-27, C.S. 2386 BY TODD R. CATTERSON, LS 53270, RECORDED SEPTEMBER 13, 2004.
- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "ARMSTRONG S&E" AS PER THE PLAT OF LONGHORN RIDGE - PHASE 1 BY TODD R. CATTERSON, LS 53270, RECORDED APRIL 13, 2006.
- ⊕ FOUND 2-1/2" ALUMINUM PIPE MONUMENT WITH 2-1/2" ALUMINUM CAP AS PER CERTIFIED RECORD OF LAND CORNER MONUMENTATION FORM BY DAVID B. ARMSTRONG, LS1026, RECORDED DATE SHOWN HEREON.
- 1) RECORD AS PER GENERAL LAND OFFICE SURVEY BY ALONZO GESNER, DEPUTY SURVEYOR, UNDER G.L.O. CONTRACT NO. 251, DATED SEPTEMBER 6, 1875.
- 2) RECORD AS PER C.S. 789 BY EMILE P. BACHAND, LS 1122, RECORDED AUGUST 12, 1983.
- 3) RECORD AS PER PARTITION PLAT NO. 1991-17, C.S. 1178 BY DAVID B. ARMSTRONG, LS 1026, RECORDED SEPTEMBER 3, 1991.
- 4) RECORD AS PER PARTITION PLAT NO. 2004-27, C.S. 2386 BY TODD R. CATTERSON, LS 53270, RECORDED SEPTEMBER 13, 2004.
- 5) RECORD AS PER C.S. 2540 BY DAVID B. ARMSTRONG, LS 1026, RECORDED FEBRUARY 7, 2006.
- 6) RECORD AS PER THE PLAT OF LONGHORN RIDGE - PHASE 1 BY TODD R. CATTERSON, LS 53270, RECORDED APRIL 13, 2006.

C.R.L.C.M. CERTIFIED RECORD OF LAND CORNER MONUMENTATION



SCALE
 1" = 200'
 200 0 200 400
DECEMBER 14, 2020

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	LONG CHORD
1	670.00	15°34'55"	182.21	N45°07'45"W-181.85
5(1)	670.00	15°35'00"	182.23	N45°08'59"W-181.67
2	670.00	21°58'22"	256.94	N26°21'07"W-255.37
3	670.00	37°33'17"	439.15	N34°08'34"W-431.33
4	730.00	19°08'06"	243.79	N43°21'10"W-242.86
5(4)	730.00	19°07'43"	243.72	N43°23'21"W-242.59
5	730.00	18°25'11"	234.69	N24°34'32"W-233.68
6	730.00	37°33'17"	478.48	N34°08'34"W-469.96
7	1985.10	08°13'38"	221.61	N11°57'07"W-222.41
8	1645.10	08°13'38"	236.22	N11°57'07"W-236.02
9	770.00	24°55'57"	335.07	N05°19'41"E-332.43
10	830.00	24°55'57"	361.18	N05°18'41"E-358.33
11	1080.00	40°45'03"	768.14	N02°34'53"W-752.05
12	1020.00	40°45'03"	725.46	N02°34'53"W-710.27
13	530.00	39°22'23"	364.21	N03°16'13"W-357.09
14	580.00	31°28'04"	324.04	N07°13'22"W-318.98
15	590.00	07°54'19"	81.40	N12°27'50"E-81.34
16	590.00	39°22'23"	405.44	N03°16'13"W-397.51
17	490.00	39°49'49"	340.62	N03°29'44"W-333.81
3(17)	490.00	39°51'33"	340.88	S03°32'46"E-334.05
18	430.00	39°49'11"	298.84	N03°29'32"E-292.87
3(18)	430.00	39°51'33"	299.14	S03°32'46"E-293.14

REGISTERED PROFESSIONAL LAND SURVEYOR
 Gregory R. Kelso
 OREGON 10/17/2020
 JANUARY 21, 1987
 GREGORY R. KELSO
 2796
 RE-NEWED 6/30/21

Crook County
Budget Calendar - DRAFT
Fiscal Year 2021-22

Item	Description	Owner	Due Date
1	Budget Calendar Development	Finance	12/24/2020
2	Budget Calendar Draft to County Court	Finance	1/6/2021
3	Determine payroll budget assumptions - health insurance, PERS, COLA, step increases	Finance, County Court, HR	1/11/2021
4	Budget Kick Off Meeting	County Court/Departments	1/21/2021
5	Distribute Payroll Projection Report to Department Heads	Finance	1/25/2021
6	Provide edits/comments on Payroll Projection Report and any new requested positions to Finance. Include requests for OT, payout, certifications, etc.	Departments	2/12/2021
7	Update Payroll Projection Report with edits/requested positions	Finance	2/19/2021
8	Training on new budget software	Finance/Departments	Week of 2/22
9	Final review of Payroll Projection Report by departments	Departments	2/26/2021
10	Upload compensation information to HTE budget module and budget tool	Finance	3/1/2021
11	Develop cost allocation methodologies for internal service fees	Finance, Court, Departments	3/5/2021
12	Departments submit capital requests	Departments	3/5/2021
13	FY22 budget for revenues and expenditures completed by departments	Departments	3/19/2021
14	Presentation template sent to department heads	Finance	3/29/2021
15	Department meetings with Court representative and Finance	Finance, County Court, Departments	3/29-4/9/2021
16	Budgets Finalized, including budget narratives	Departments	4/16/2021
17	Submit Notice of Budget Committee Meeting to local paper	Finance	4/16/2021
18	Create budget document	Finance	4/30/2021

**Crook County
Budget Calendar - DRAFT
Fiscal Year 2021-22**

Item	Description	Owner	Due Date
19	Budget book submitted to Budget Committee	Finance	5/3/2021
20	Provide and publish "Notice of Budget Committee Meeting" (ORS 294.408 and 294.426)	Finance	4/20 & 4/27/2021
21	First Budget Committee meeting - Read budget message and release budget (ORS 294.408 and 294.426) Additional Budget Committee meetings (ORS 294.428) Budget Committee approves budget (ORS 294.428)	Budget Committee, County Court and Departments	5/10-5/11/2021
22	Submit Notice of Budget Hearing to local paper - County and Museum (LB-1)	Finance	5/21/2021
23	Publish "Notice of Budget Hearing" (ORS 294.438, 294.448)	Finance	5/25/2021
24	Public hearing; adopt budget; levy taxes (ORS 294.456)	County Court	6/2/2021
25	Budget Adoption	County Court	6/16/2021
26	Adopted Budget goes into effect	County-wide	7/1/2021
27	Adopted Budget submitted to County Assessor and Department of Revenue (ORS 294.558)	Finance	7/1/2021

Budget Assumptions

COLA

County - 1%

Road - x%

Sheriff Office - x%

Step Increase

1 Step

Health Insurance

% Increase: 8-10%

Split: 90/10

PERS Rates

Tier 1/Tier 2: 27.04%

OPSRP: 21.15%

Crook County Counsel's Office

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MEMO

TO: Crook County Court (as Contract Review Board)

FROM: Crook County Court (as Contracting Agency)

DATE: December 31, 2020

RE: Helibase CM/GC Post-Project Evaluation
Our File No.: Airport 38

Pursuant to Order 2018-70, the County granted an exemption to the competitive bidding requirement for a public improvement contract for Construction Manager/General Contractor (CM/GC) services for the development and construction of the US Forest Service Central Oregon Helibase.

Under ORS 297C.355 and OAR 137-049-0620(3), subsequent to the acceptance of the project, the contracting agency is to deliver to the relevant contracting agency a post-project evaluation (the "Evaluation"). The purpose of the Evaluation is to determine whether it was actually in the County's best interest to the CM/GC delivery method outside the competitive bidding process.

A thorough evaluation compared to the original findings is attached herein as Exhibit A. A summary is as follows:

- **Actual project cost as compared with original project estimates:**
 - The original project estimate, prepared by ACC Consulting, was \$6,162,704.
 - The actual project cost was far less, at \$4,753,184.
- **Amount of the guaranteed maximum price (GMP):**
 - The GMP was \$4,737,938.
- **The number of project change orders issued by the County:**
 - There were five total change orders, some of those were at the request of the tenant.
- **Successes and failures during the design, engineering, and construction of the project:**
 - The design for site grading was altered, as the original did not allow for proper drainage.
 - The design for a construction access road was eliminated. The road would have funneled traffic too close to the runway. Its elimination saved \$25,000. Instead, the County provided minor, ongoing maintenance to an existing gravel road.
 - The elimination of a chain-link fence, which was replaced with a security berm that provided an added benefit of directing drainage.

- Replacing the designed metal roof with composition roofing, which carried the same warranty yet was tens of thousands of dollars cheaper.
- ***Assessment as compared to the original findings:***
 - The County's procurement of a CM/GC was an objective success. The County received multiple proposals for CM/GC services and selected Kirby Nagelhout Construction Company (KNCC). KNCC's involvement early on in the pre-construction period helped the County avoid unnecessary expenses, like the access road, and contributed to a GMP that was nearly 25% less than the original cost estimate. Further, the County's actual cost was below that of the GMP. The final product was, in many ways, superior to the original design despite costing less than both the original cost estimate and the GMP. Also relevant is that there were no accidents by construction workers that caused a loss of time and no members of the public were injured, and the project was completed safely despite the threat of and social distancing measures in response to the coronavirus pandemic.

Please place this memo and the attached document(s) on the Wednesday, January 6, 2021 County Court Agenda as a DISCUSSION ITEM, for approval and signatures.

Approved this 6th day of January 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

EXHIBIT A

EVALUATION OF FINDINGS OF FACT FOR THE USE OF THE CONSTRUCTION MANAGEMENT FORM OF CONTRACTING FOR THE DEVELOPMENT AND CONSTRUCTION OF THE US FORREST SERVICE CENTRAL OREGON HELIBASE AND ASSOCIATED INFRASTRUCTURE.

Before the Crook County Court

FINDING OF FACTS AND CONCLUSION OF LAW

The Oregon Revised Statutes require that all public improvement contracts be based upon competitive bids. Any exception to competitive bids must be justified by "Findings" as stated in ORS 279C.330 and ORS 279C.335. The following is a list of those required "findings" and the conditions and information regarding those "findings."

FUNDING SOURCE

1. **Finding:** The County has determined that a special revenue Bond will be issued to cover the cost of the design and construction of the Forrest Service Building. Additional work to be included within the Construction Manager/ General Contractor Request for Proposal will include access roadways and utilities to serve various needs and will be funded by State Grant Funds. The total budget for this project is \$5,900,000.

WILL NOT SUBSTANTIALLY DIMINISH COMPETITION OR ENCOURAGE FAVORITISM

2. **Finding:** The CONSTRUCTION MANAGER/ GENERAL CONTRACTOR will be selected through a competitive process in accordance with a Request for Proposals authorized by the County Court. Pursuant to ORS 279C.360, a CONSTRUCTION MANAGER/ GENERAL CONTRACTOR (CM/GC) solicitation will be advertised in the Daily Journal of Commerce to maximize exposure. The CM/GC proposals and interviews will be rated based on a predetermined list of criteria as required by ORS 279C.337 and the Attorney General's Model Contract Rules. County will enter into contract negotiations with the highest-ranking firm. Should negotiations fail, the County will have the right to negotiate with the second highest-ranking firm.

EVALUATION: A Request for Proposal was advertised in the Daily Journal of Commerce and the Central Oregonian and was issued on August 7, 2018. Proposals were received on September 4, 2018. Three proposals were received; a committee was convened to review the proposals. After that review, Kirby Nagelhout was selected as the Construction Manager/ General Contractor.

COST SAVINGS

1. **Finding:** The CM/GC will participate in the design phase of the work and thereby be able to obtain a complete understanding of the County's needs, the architect's design intent, the scope of the project, and the operational needs of the County's and Forrest Services' Staff. This will alleviate some of the financial risk to the County and reduced risk will likely result in cost savings. In making this finding, ORS 279C.335 (2)(b) requires the following issues be considered:

(A) How many persons are able to bid;

Several contractors within Central Oregon are able and qualified to bid the planned work. However, the work is of significant scope, and the County would need to provide a complete design to receive accurate bids. This process would require more time to complete the project and therefore, add to the cost of the project. Therefore, if a contractor were on board early with the responsibility of the design schedule, long lead time items could be purchased in advance as well as some of the work could be started earlier.

(B) The construction budget and the projected operating costs for the completed public improvement;

The difference in operating costs will not be significant whether the project is competitively bid or the CONSTRUCTION MANAGER/ GENERAL CONTRACTOR (CM/GC) process is used for contracting. However, the CM/GC process will incorporate the contractor with the design team and that will help ensure that the budget is maintained and the contractor will be part of developing the design as well as a phasing plan where construction and occupancy might occur simultaneously, if necessary.

EVALUATION: As stated within the finding, the CM/GC process has little, if any, affect on operating cost; however, budget control was successful. The original contract amount was \$4,737,938 and there were five change orders for a total increase of \$85,244. Of that amount, \$18,715 were requests of the USFS and this cost was reimbursed to the County. There were several items that were added to the building, the cost of which was taken from the Contractor's contingency. A major one was the cost to coordinate the HVAC system with the operation of garage doors. Garage doors were installed to serve the warehouse area of the building and the in-house gym. Originally the doors could be opened for an extended period with the heating or AC system continuing to operate; this would have an adverse effect to the cooling or heating cost. Control was added to shut the HVAC system off to the respective area when the doors were opened. Also, there was a major change to the site grading during construction; the original design did not allow for proper drainage of waters from areas of the airport property surrounding the Helibase site; this was corrected. After final costs were captured KNCC returned \$70,000 to the County making the final contract amount \$4,753,184.

(C) Public Benefits that may result from granting the exemption;

Early selection of the CM/GC allows for a more informed contractor. The CM/GC will be part of the design team and will have a better understanding of the financial requirements or the project and needs of the Forrest Service. This should result in better decision making by the project construction team, thereby saving time and money. Also, the work is within proximity of an operating general aviation airport; with the CM/GC on board early in the process, all safety requirements of working within this area can be fully explained to the CM/GC. This will better insure safety of all. Safety, cost savings and the better assurance of completion on the desired date will be of Public Benefit.

EVALUATION: Please reference the above information regarding the financial benefit of the CM/GC process for this project. In addition to the fiscal benefits, early involvement of KNCC resulted in eliminating a construction access road that would have steered traffic very near to the landing strip. Eliminating the access road saved \$25,000 from the original budget and kept construction vehicles away from the landing strip.

(D) Whether value engineering techniques may decrease the cost of the public improvement;

The CONSTRUCTION MANAGER/ GENERAL CONTRACTOR TEAM will become a part of the total project team with the responsibility of leading the “Value Engineering” process. The selected CM/GC should have considerable experience in the construction and design; therefore, that experience will be of great importance in determining the best use of the budget available. When the Contractor participates, the team can render the most comprehensive evaluation of all factors that affect the cost, quality, and schedule of the project.

EVALUATION: KNCC’s early involvement in the project allowed for three major value engineering items:

- 1. Elimination of a construction access road that was not required as we performed minor ongoing maintenance on the existing gravel road.***
- 2. Elimination of a chain link fence that surrounded the site and could be replaced with a “moat” style security berm that was also used to carry excessive site water accumulation to the swale.***
- 3. Using composition roofing instead of metal roofing to save tens of thousands of dollars along with getting a twenty-five-year warranty on that roofing that was the same as a metal roof warranty.***

The original project estimate prepared by ACC Consulting estimated the project costs at \$6,162,704. Through the pre -construction period KNCC, Crook County and Steele & Associates were able to work together to reduce the costs to a contracted GMP of \$4,737,938.

(E) The cost and availability of specialized expertise that is necessary for the public improvement;

It is very important that the Team selected have experience in the design, construction and the security requirements of Public Facilities. This experience will assist the project team in determining the best and safest process to pursue. This process will allow the County to solicit local expertise to participate.

(F) Any likely increases in public safety;

The CONSTRUCTION MANAGER/ GENERAL CONTRACTOR TEAM will work with the entire team to develop the overall construction plan that integrates the needs of the County, the Forrest Service and the FAA to help insure Public Safety. The CM/GC will assist in determining necessary precautions while working on the site.

EVALUATION: There were no lost time accidents of construction workers during the building of the project nor were any members of the public injured.

(G) Whether granting the exemption may reduce risks to the contracting agency or the public that are related to the public improvement;

Including the Contractor in the planning process increases safety and, thereby, reduces risk. CONSTRUCTION MANAGER/ GENERAL CONTRACTOR contracts reduce risk to the County by allowing for coordination and evaluation of constructability ahead of final project design. Including the contractor in the design process results in a design that is within the project budget, which also reduces risk. This process is not available under the Design-Bid-Build method of contracting.

EVALUATION: The Value Engineering process resulted on a contract price that was within the County's budget and the final cost was below that budget. The construction budget was \$4,737,938 and the final cost including the added scope of the County and without the cost of the Forest Service changes was \$4,734,468

(H) Whether granting the exemption will affect the sources of funding for the public improvement;

The exemption will have no effect on the funding source.

(I) Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;

The County's ability to accurately estimate the cost of these projects is complicated by the multitude of construction market conditions that exist today in Oregon (e.g., competition of other projects, environmental issues that limit construction materials, shortage of qualified craftsman, etc.), as well as the difficulty in establishing the best work sequence. Because the project has a limited budget, it is essential to reduce the risk of cost overruns.

The CONSTRUCTION MANAGER/ GENERAL CONTRACTOR process allows for more control over these market forces because the CM/GC can assist in developing design documents and a work plan that best accommodates both the

County and contractor/subcontractors; identifying the best grouping of bid packages will help ensure better trade coverage; designing the most efficient construction staging area on the property; charting the most cost effective route through the site for the various utilities; and adjusting the work plan when needs change along the way.

EVALUATION: After several Value Engineering meetings, KNCC and Crook County agreed to a Scope and a GMP Contract in early March of 2019. This early cosigning of the GMP protected Crook County from cost increases on the project not born from their own requests for additional work.

(J) Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;

The CONSTRUCTION MANAGER/ GENERAL CONTRACTOR method controls the design and construction of the project thereby controlling the budget. This should allow the project to meet the demands of the County and the Forrest Service and the budget.

EVALUATION: In reviewing the response to several items above, the project budget was able to add several improvements to the project without increase to the construction budget or overall project Budget.

(K) Whether the public improvement involves new construction or renovates or remodels an existing structure;

The public improvement of the Central Oregon Helibase is new construction.

(L) Whether the public improvement will be occupied or unoccupied during construction;

Occupation of the building will occur after all construction is complete and a Certificate of Occupancy is issued.

(M) Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions;

The present plan calls for all work to be accomplished within a single phase.

(N) Whether the contracting agency has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

The County has legal counsel that is very familiar with Oregon construction and Public Contracting law as well as an employee who has many years experience administrating alternative contracting method contracts.

EVALUATION: Considering the above review comments, the use of CM/GC on the USFS Helibase at the Prineville Airport was a successful use of this alternate contracting method.