



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, June 2, 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 May 18, 2021 and May 25, 2021 Work Session; May 19, 2021 Regular Court Meeting and April 23, 2021 Special Meeting
2. Approve IGW with Lane County for PATS
3. Approve OHA COVID-19 Vaccination Agreement
4. Approve Peter Watts Contract re: Attorney Assistance
5. Approve Order 2021-28; Order Setting Auction Date for Real Property
6. Termination of Private Lease with Wolfe Pack Properties, LLC.

SCHEDULED APPEARANCES

7. Crook County Statewide Transportation Improvement Fund Services Contract
Requester: Andrea Breault (10 Minutes)
8. PrineTime Fiber Builds in Community Including IRU's for County and City
Requester: Jason Wilkins (10 minutes)

DISCUSSION

9. Firewall Replacement/HA, Licensing and Core Switch Replacement
Requester: Troy Poncin (5 Minutes)
10. AV Replacement
Requester: Troy Poncin (5 Minutes)
11. Approve Record #217-21-00321-PLNG-ODFW Appeal of TSR North Solar Facility CUP Modification
Requester: John Eisler (5 Minutes)
12. Public Hearing: To Discuss the Budget for Fiscal Year Beginning July 1, 2021 as Approved by the Crook County Budget Committee - Order 2021-26
Requester: Janet Pritiskutch (5 Minutes)
13. Public Hearing: To Discuss the Budget for Fiscal Year Beginning July 1, 2021 as Approved by the Crook County Historical Society Advisory Board - Order 2021-2
Requester: Janet Pritiskutch (5 Minutes)
14. Public Hearing: Order 2021-29; Crook County Supplemental Budget FY21
Requester: Janet Pritiskutch (5 Minutes)
15. Public Hearing: Order 2021-30; Crook County Historical Museum Supplemental Budget FY21
Requester: Janet Pritiskutch (5 Minutes)

EXECUTIVE SESSION

16. 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 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.

**CROOK COUNTY COURT MINUTES
OF MAY 18, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on May 18, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via WebEx: Legal Counsel John Eisler; Administration Executive Assistant Amy Albert; Road Master Bob O'Neal; Clerk Cheryl Seely; Director Kim Barber; Manager Kim Herber; Deputy Director Katie Plumb; District Attorney Wade Whiting; Legal Assistant Lindsay Azevedo; Director Casey Daly; Tax Collector Stacy Bernard and Mike Warren.

WORK SESSION

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

Agenda Item #1, Covid-19 Update: Deputy Director Katie Plumb provided the Court with a Covid-19 update. The numbers of positive Covid-19 individuals saw a slight decrease this last weekend, though cases remain high with eight individuals in the ICU. As of last week 42.17% of Crook County's population sixteen and older has received the Covid-19 vaccination. The Health Department will be holding a Saturday vaccination clinic that is tentatively scheduled for June 5th.

At 9:09 a.m. the Court read into Executive Session under the following statute(s): 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

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 approve drafting of Order for Court's consideration at County Court meeting. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to direct staff to correspond with counter party as discussed 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 9:55 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF MAY 25, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on May 25, 2021, 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; Deputy Director Katie Plumb; Legal Assistant Lindsay Azevedo; Natural Resources Tim Deboodt; Director Kim Barber; Manager Kim Herber; Director Troy Poncin; Manager Jeff Merwin; Librarian April Witteveen; Senior Accountant Christine Kurtz; Treasurer Galen Carter; Sheriff John Gautney, Assistant Wendy Koslowski and Bruce Scanlon.

WORK SESSION

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

Agenda Item #1. Covid-19 Update: Health Department Deputy Director Katie Plumb provided the Court with a Covid-19 update. Cases are beginning to decrease but hospitals are still at capacity with patients in the ICU. The Health Department will be scheduling mobile pop-up clinics for the Spanish speaking community, as well as those located in Post, Paulina and Powell Butte.

Agenda Item #2. Water Issues Bowman Dam: Natural Resources Director Tim Deboodt discussed water issues at the Bowman Dam affecting Crook County. Mr. Deboodt has been receiving calls from concerned community members regarding how their water rights maybe affected due to already low water levels and US Fish and Wildlife applying for maximum storage capacity of water ways to ensure fish released into the rivers can migrate to Lake Billy Chinook. At this time Mr. Deboodt will monitor weekly correspondence from the Water Resource Department and inform the Court if there is anything to be done.

At 10:03 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 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

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 direct staff to correspond with counter party as discussed under ORS 192.660(2)(h). Motion seconded. No further discussion. Motion carried 3-0.

MOTION to direct staff to correspond with counter party as discussed under ORS 192.660(2)(e). Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:41 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF May 19, 2021 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on May 19, 2021, 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 Counsel John Eisler; Administration Executive Assistants Amy Albert; Road Master Bob O'Neal; Sheriff John Gautney; Account Manager Janet Pritiskutch; Director Kim Barber; Senior Accountant Christine Kurtz; Legal Assistant Lindsay Azevedo; Rick Treleven; Bruce Bischof; Mike Ervin; Eric Bush and Steve Gilday.

REGULAR SESSION

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

MOTION to approve the Consent Agenda as presented, with the addition of the Pinnacle Architecture MOU and typo correction to item four. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #9: The Court was presented with a request for Crook County to be a second amendment sanctuary county. The County does not have the authority to supersede State law and does not wish to give members of the community a false sense of security as it relates to their second amendment rights. The Court heard from Sheriff Gautney and members of the public on this matter. The Court may revisit this matter at a later date.

Discussion item #10: Sheriff Gautney presented the Court with the Deputy Sheriff Labor Contract and discussed agreed upon changes. Sheriff's Office employees will receive raises dependent upon their job title and bi-lingual deputies will receive additional compensation. All deputies will receive \$250 every two years to purchase work boots.

MOTION to accept the collective bargaining agreement for July 1, 2021 through June 30, 2025. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #11: Janet Pritiskutch presented the Court with Order 2021-25 accepting revenue, changing related appropriations, line-item adjustments and changing expenditure budget appropriations for County Funds fiscal year 2020-2021. The Order includes three grants for the Health Department related to Covid-19 funding and the appropriation of Covid-19 funding for small businesses.

MOTION to approve Order 2021-25 accepting revenue, changing related appropriations, line-item adjustments and changing expenditure budget appropriations for County Funds fiscal year 2020-2021. Motion seconded. No further discussion. Motion carried 3-0.

At 9:28 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

EXECUTIVE SESSION

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 direct staff and outside counsel to correspond with counter party as discussed 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 10:56 a.m.**

Respectfully submitted,

Amy Albert

BE IT REMEMBERED that the Crook County Court convened a special meeting held at 10:00 a.m. on Friday, April 23, 2021. 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, Cheri Rice, Lindsay Azevedo, Jennifer Jacobson, Joey Williams, HR Director Kim Barber, County Counsel Eric Blaine; and Assistant County Counsel John Eisler.

The principal subject matter was interviews for the County Counsel office legal assistant II/office manager position. The four candidates were interviewed separately, with deliberations following.

Commissioner Barney made a motion to offer the position to Lindsay Azevedo. Commissioner Brummer seconded. Motion carried, 3-0.

There being no further discussion, the meeting was adjourned at about 2:10 PM.

Respectfully submitted,
Eric Blaine

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: John Eisler, Asst. County Counsel

DATE: May 24, 2021

RE: IGW with Lane County for PATS
Our File No.: Assessor 39

Crook County has had an agreement with Lane County (and other participating counties) since 2015 for the Property Assessment and Taxation Search web search engine. This 2021/22 agreement has the same terms as the prior year's agreement, and the fee remains unchanged at \$6,180 for the year.

Mr. Soliz recommends approval. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, June 2, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

INTERGOVERNMENTAL AGREEMENT FOR DEVELOPMENT AND SUPPORT OF THE PROPERTY ASSESSMENT & TAXATION SEARCH WEB APPLICATION

This Agreement is entered into between Lane County, acting through its Department of Technology Services, and three other Oregon counties: Crook County, Gilliam County, and Lake County, each a political subdivision of the State of Oregon, for the purpose of collaborating in the support and development of web applications specific to each of the three partnering agencies for Property Assessment & Taxation Search (PATs). In this Agreement, Crook, Gilliam, and Lake counties collectively constitute the "Partners"; the Partners and Lane County collectively constitute the "Parties".

RECITALS

1. ORS 190.003 and 190.010 provide that units of local government, including counties, may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agencies, have authority to perform.
2. Lane County and each of the Partners have the authority to perform the functions and activities set forth in the Agreement.
3. There is a need to examine, plan and cooperate in business and governance changes that make sense to all in the context of using shared, standardized systems and support.
4. Lane County has developed a web application platform for PATs and has experience enhancing web applications to meet specific client requirements.
5. The shared, standardized web application framework will deliver significant operational and cost efficiencies as well as improve customer service to citizens.

Now therefore, Lane County and the Partners agree as follows:

A. Responsibilities of the Parties:

1. Joint Responsibilities. The Parties agree that use of a common framework minimizes costs and allows for ease of maintenance, and agree to cooperate to reach consensus when deciding how to implement specific features and make modifications to the framework.
2. Partner Responsibilities:
 - a. Each of the Partners will pay Lane County \$6,180.00 per year for maintenance, payable annually, or monthly in payments of \$515.00 each.
 - b. Each of the Partners will provide remote connectivity to Lane County staff to the Partner's infrastructure and related data needed for PATs, through a VPN connection.
 - c. Each of the Partners will provide its requirements for desired enhancements, evaluate functionality of custom modifications, and provide in a timely manner to allow Lane County to efficiently complete the services.
3. Lane County Responsibilities:
 - a. Lane County will provide a one single underlying application framework, upon which each Partner's application will be built.
 - b. Lane County commits to provide services in accordance with the attached Statement of Work (SOW) as well as the hardware and software infrastructure needed to host the PATs application.
 - c. Lane County will be responsible for:
 - i. Development and management of this Agreement.
 - ii. Development and management of a Service Level Agreement between the Partners and Lane County defining the specific responsibilities of each.
 - iii. Providing agreed upon Lane County personnel and resources.

B. Additional Partners. The Parties agree that other Oregon counties may, after the execution of this Agreement, become additional Partners under this Agreement. An additional Partner may become a party to this Agreement by executing with Lane County a copy of this Agreement in its then-current form. Lane County will promptly notify each of the Partners of any Agreement made with an additional Partner.

C. Term & Termination:

1. This Agreement is effective July 1, 2021 and expires on June 30, 2022 unless extended by written mutual agreement.
2. Participation in this Agreement may be terminated, for any reason, by Lane County or by any Partner with respect to that Partner's rights and duties, by written notice given to the other Partners not later than December 31st of each calendar year, such termination to commence July 1st of the following calendar year.
3. In the event of termination by a Partner, and during the period of notice, the Parties will develop a termination plan to accomplish the removal of any terminating Partner's interest, if any, in PATS ongoing support. The Parties will also define plans for ongoing PATS support which may or may not result in a new agreement between any two or more remaining Partners. In the event of termination by Lane County, the Parties will develop a termination plan to accomplish transition of support to the Partners or their designated support providers.

D. Dispute Resolution. The Parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

E. Indemnification

1. Lane County and each of the Partners is responsible for its own acts, and the acts of its employees, agents, officers, and elected officials. Each of the Partners is responsible, on a proportional basis, for PATS decisions and actions implementing those decisions, subject to applicable legal limitations.
2. In taking this responsibility and providing the services specified in this Agreement (and any associated services) each of the Parties shall its public body status as specified in ORS 30.260. All Parties understand and acknowledge that each retains all immunities and privileges granted to it by the Oregon Tort Claims Act (ORS 30.260 through 30.300) and any and all other statutory rights granted as a result of its status as local public bodies.

F. No Warranty. Data and programs supplied by Lane County to Partners are provided on an "as is" basis. Lane County expressly disclaims any warranty or responsibility, express or implied, as to the accuracy, currency, or completeness of any data or programs supplied. Lane County has no responsibility to Partners for any failure of any hardware or software acquired by the Partners, or for future incompatibility in any such hardware or software resulting from any hardware or software change or redesign undertaken by Lane County.

G. Amendments. This Agreement may be modified or extended by written agreement signed by all Parties, which shall be effective when signed by all Parties.

H. Waiver. The failure of any of the Parties to enforce any provision of this Agreement does not waive that or any other provision.

- I. Force Majeure.** Neither the Partners nor Lane County are responsible for delay or default caused in part or in full by reasons beyond that party's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy), unavailability or scarcity of materials, war, riot, civil insurrection, accidents, acts of God or nature, and governmental preemption in connection with a national emergency. The Parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- J. Merger.** This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement binds any party unless in writing and signed by all Parties. Such waiver, consent, modification, or change, if made, is effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Parties, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
- K. Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Lane County

By: _____

Title: _____

Date: _____

Gilliam County

By: _____

Title: _____

Date: _____

Crook County

By: _____

Title: _____

Date: _____

Lake County

By: _____

Title: _____

Date: _____

Attachment A

Statement of Work

Property Assessment & Taxation Search (PATs) Ongoing Support and Maintenance – \$6,180 annually per county (maintenance can be paid on a monthly basis).

- Includes support from Technology Infrastructure Services, GIS, Database Administrators, and Programmers to support servers and applications, including routine maintenance and debugging.
- Monthly bandwidth costs (Lane County needs to purchase additional bandwidth to support the applications).
- Server replacements costs.
- Server hosting fee (utility costs to run servers, etc.).

This support agreement includes 150 hours of support. Hours in excess of 150 hours will be billed separately at a rate of \$125 per hour.

Attachment B

Service Level Agreement

Purpose:

The purpose of this Service Level Agreement is to describe Lane County's and the Partners' respective responsibilities for PATS.

1. Service Level Essentials

1.1 Product/Systems Supported

- Services described in Attachment A of this Agreement.

1.2 Customer Locations

- Crook County
200 NE 2nd Street, Suite 200
Prineville OR 97754
- Gilliam County
County Courthouse
PO Box 484, Condon OR 97823-0484
- Lake County
County Courthouse
513 Center St, Lakeview OR 97630-1578

1.3 Hours of Support

Describes the standard hours of support Customer can expect from Lane County Technology Services (LCTS)

- Support will be provided by LCTS during Standard Business Hours; Monday through Friday – 8:00 am to 5:00 pm.
- Support will be provided by LCTS during other hours on request. LCTS reserves the right to require 10 days' notice for changes in schedule that are non-emergency.
- It is anticipated that Customer and LCTS will work collaboratively during any critical periods to schedule needed coverage.

1.4 Scheduled Maintenance Windows

Software and hardware maintenance may require periodic system downtime to correct problems or install new versions. The window during which this maintenance will be performed is described below

- Anytime outside of standard business hours with two business days advance notice.

- Downtime to correct critical security and/or virus issues will occur “on demand” as determined by LCTS or Customer.
- Any other time that is mutually agreed upon.

1.5 Problem Reporting Process

Describes the customer’s process for reporting problems

1. If LCTS is to be contacted, contact the application support team first and if not available, contact LCTS Management (see below for list of LCTS Analysts and Management).
2. Contact LCTS Service Desk when analyst and manager are not available and issue cannot wait. Service Desk will locate application support analysts or contact LCTS management in the event of an immediate problem.

1.6 Contact Information

- LCTS Service Desk:
 - Staffed 8:00 to 5:00; Monday through Friday; (541) 682-6789
- Customer Management:
 - Crook County Assessor: Jon Soliz.....(541) 447-4133
 - Crook County IT Director: Troy Poncin.....(541) 416-3930
 - Gilliam County Assessor / Tax Collector: Chet Wilkins.....(541) 384-3781
 - Lake County Assessor / Tax Collector: Dave Knowles.....(541) 947-6921
- LCTS Analysts:
 - Application Support:
 - LCTSATAS@lanecountyor.gov
 - Heron Marychild, (541) 682-3843
 - Jeff Durham, (541) 682-3713
- LCTS Management:
 - Contract & Support:
 - Lorren Blythe, Senior Manager, (541) 682-6717
 - Lorren.Blythe@lanecountyor.gov

2. LCTS Responsibilities

2.1 Business Responsibilities

Describes the responsibilities that LCTS has for the day-to-day operation of the product/system listed under 1.1, Service Level Essentials

- Provide a single point of contact for emergency issues, the LCTS Service Desk.
- Provide support analysts.
- Provide application development and support as described in Attachment A.
- Provide advance notice to customer of any software or hardware maintenance in accordance with section 1.4, Scheduled Maintenance Windows.
- Represent information technology issues to appropriate software vendors and obtain technical support from vendors as needed.

2.2 Problem Resolution

Describes the assistance provided by LCTS to resolve Customer Issues

- Analyst support, by telephone, for issues related to the PATS application.
- Service Desk assistance, by telephone, during standard business hours for any emergency Customer questions/issues where the appropriate analyst can't be reached.

2.3 Database Administration and Backup/Recovery

Describes LCTS' responsibilities for infrastructure, application, and data backup

- LCTS will be responsible for maintaining server hardware, bandwidth, software, and other related infrastructure needed to host the PATS application and websites for each county.
- LCTS will be responsible for maintaining the PATS framework application as well as each Customer specific website.
- Files required for day-to-day operation of PATS will be backed up by LCTS, but Customer is responsible for maintaining all original, source, and copies of data.

2.4 Training

Describes any training to be provided by LCTS for the product/system described under 1.1, Service Level Essentials

- Creation & maintenance of basic training documents regarding the use of PATS.

2.5 Documentation

Describes the types of documentation to be provided by LCTS

- Online documentation of PATS is provided.

3. Customer Responsibilities

3.1 Business Responsibilities

Describes the responsibilities that the Customer has for the day-to-day operation of the product/system described in section 1.1

- Access to up-to-date data via remote VPN connection.
- Prompt reporting of problems and concerns and provision of supporting information. Collaboration with LCTS to resolve issues.

3.2 Problem Resolution

Describes the processes followed by the customer to resolve issues

- “Super User(s)” serve as first line of defense for any issues associated with using PATS.
 - “Super User” will try and resolve issue before calling LCTS Analyst or Management.
 - “Super User” will assist LCTS staff as needed for resolution of technical problems.

3.3 Backup/Restores

Describes Customer’s responsibilities for data backup and recovery; describes related processes.

- Responsible for all backups/restores necessary to preserve the required source data used in PATS in the event of system failure or site disaster unless Lane County provides backup and restore services to the jurisdiction as part of a separate agreement.
- Responsible for backup media and media storage.

3.4 Training

Describes Customer responsibility for training related to PATS described under 1.1, Service Level Essentials

- All end-user and public training on the use of PATS.
- Creation & maintenance of all training documents other than base documents provided by LCTS as described under 2.4 above.

3.5 Documentation

Describes the customers responsibility for documentation

- Creation of any documentation needed by jurisdiction other than online documentation provided by LCTS described under 2.5 above.

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: John Eisler, Asst. County Counsel

DATE: May 24, 2021

RE: OHA COVID-19 Vaccination Agreement
Our File No.: Health 181

Enclosed is OHA Agreement Number 170122 for up to \$1,000,000 in COVID-19 vaccine expenses. The agreement is effective as of December 1, 2020 and runs through September 30, 2021. OHA is acting as a pass through with FEMA funds.

The County's responsibilities include hosting vaccination clinics pursuant to Governor Brown's vaccination plan, conducting regular dialogue with community stakeholders, updating vaccination rate information through the ALERT IIS system, adhering to OHA guidance regarding priority groups, providing recommendations to OHA regarding on-the-ground data, tracking expenses and providing monthly reports, and participating in post-event evaluations.

The agreement has a few provisions that the County should give close attention to. First is that OHA is reserving the right to make further unilateral amendments in Exhibit A. Second is that the agreement requires the County provide equal access to covered services for minors. There was discussion recently among county counsels that the AG was going to publish an opinion regarding the COVID-19 vaccines and parental consent for minors. It appears there will be no published opinion, but the OHA recently released guidance that I am including at the bottom of this memo. And third, the agreement requires a waiver of subrogation rights, which is in contravention to our insurance agreement with CIS.

Please let me know if you have any questions.

OHA guidance from <https://sharedsystems.dhsoha.state.or.us/DHSForms/Served/1e2390u.pdf>

Q9: Do parents need to accompany their child to their vaccine appointment?

A9: Under Oregon law, minors 15 and older may give consent to medical treatment, including vaccinations, provided by a physician, physician assistant, naturopath, nurse practitioner, dentist or optometrist, or others operating under the license of these providers, without the consent of a parent or guardian. It is OHA's understanding that most locations where COVID-19 vaccinations are provided have oversight by a medical provider who would meet the definition of the provider types listed above, and therefore consent of a parent or guardian should not be required for a 16 or 17-year-old who wishes to get the Pfizer vaccine. Providers administering COVID-19 vaccinations to 16

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RE: OHA COVID-19 Vaccination Agreement
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or 17-year-old people should make it clear at the time a vaccine appointment is made whether consent from a parent or guardian will be required.

Please place this memo and the attached document(s) on the Wednesday, June 2, 2021 County Court Agenda as a DISCUSSION ITEM, for approval and signatures.

Approved this 2nd day of June 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner



Agreement Number 170122

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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 Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

Crook County
375 Beaver Street, Suite 100
Prineville, OR 97754-1802
Attn: Muriel DeLaVergne-Brown
Phone: (541) 416-1980
Email: mdelavergnebrown@h.co.crook.or.us

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to OHA's

Public Health Division
800 NE Oregon Street, Suite 930
Portland, OR 97232
Agreement Administrator: Carole Yann or delegate
Telephone: 971-212-1363
E-mail address: carole.l.yann@dhs.oha.state.or.us

RECITAL

OHA is providing funding under this Agreement, for the purpose of responding to the state of emergency declared by the Governor Kate Brown in State of Oregon Executive Order 20-03 (Declaration of Emergency due to Coronavirus (COVID-19), Outbreak in Oregon) as extended by State of Oregon Executive Order 20-67 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19.

This Agreement is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf>, as may be applicable to this Contract as well as the terms of the FEMA-OHA State Agreement, attached hereto as Exhibit E and incorporated herein by reference. See also Section 3. of Exhibit A, Part 1.

1. **Effective Date and Duration.**

Upon approval of this Agreement by the parties, and when required, the Department of Justice, this Agreement shall become effective on **December 1, 2020** regardless of the date this Agreement has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. **Agreement Documents.**

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- Attachment 1: Invoice Form
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: FEMA-OHA/State Agreement

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits E, D, B, A, and C.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. **Consideration.**

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$1,000,000**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

☐ County is a subrecipient ☒ County is a contractor ☐ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 97.036

5. County Data and Certification.

a. **County Information.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

**County Name (exactly
as filed with the IRS):**

COUNTY OF CROOK

Street address:

300 NE Third St.

City, state, zip code:

Prineville, OR 97754

Email address:

kplumb@h.co.crook.or.us

Telephone:

541-416-1980

Facsimile: _____

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement, all insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 791761

Expiration Date: 7/1/2021

- b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
- (1) The County is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
 - (3) The information shown in this Section 5a. “County Information”, is County’s true, accurate and correct information;
 - (4) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (5) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - (6) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
 - (7) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and

- (8) County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

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

Crook County
By:

_____	Katie Plumb
Authorized Signature	Printed Name
Deputy Director	_____
Title	Date

State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

_____	May 14, 2021
Jeff Wahl, AAG via email	
Department of Justice	_____
	Date

OHA Program Review:

_____	Carole Yann & Derrick Clark
Carole Yann & Derrick Clark via email	
Authorized Signature	Printed Name
Carole Yann: Fiscal & Business Operations Director	May 14, 2021
Derrick Clark: Operations & Policy Analyst	May 13, 2021
_____	_____
Title	Date

EXHIBIT A
Part 1
Statement of Work

1. Background and Purpose

Oregon's local public health agencies are assisting in establishing vaccination sites and vaccine administration around Oregon to support Governor Kate Brown's COVID-19 vaccination plan. The funds provided under this Agreement will support the establishment and maintenance of vaccination implementation activities.

As used in this Agreement, the phrase "vaccination sites" includes but are not limited to facilities that house vulnerable populations, and other non-traditional venues such as convention centers, community centers, places of worship, retail settings, food pantries and drive-through testing sites as determined by local stakeholder partners.

The purposes of this Agreement are to:

- obtain County's services described in Section 2. below to expedite and maximize the COVID-19 vaccination rate throughout Oregon by establishing vaccination sites for their local communities; and
- help Governor Brown and the Oregon Health Authority achieve and maintain the statewide vaccination goals to vaccinate Oregonians, depending on vaccination supply provided by the federal government.

As outlined by Governor Kate Brown, Oregon's vaccination plan relies on a regional framework to meet each region's unique vaccination needs and population. See <https://covidvaccine.oregon.gov/> and <https://www.oregon.gov/oha/covid19/Documents/COVID-19-Vaccination-Plan-Oregon.pdf>

The regional framework creates a coordinated approach led by local hospitals and health systems. Accordingly, the Program activities described below will be done in partnership with local public health agencies (LPHAs) and will prioritize Oregon's vaccination population phases.

2. Required County Services

County shall perform the following services on an ongoing basis throughout the term of this Agreement:

- 2.1** Expedite and maximize COVID-19 vaccinations throughout Oregon at local mass vaccinations sites and community events, with the focus of vaccinating populations based on allocated vaccine supply and as outlined by Governor Brown's vaccination plan, including priority groups and timelines.
- 2.2** Conduct regular dialogue with community stakeholders including community-based organizations, hospitals, providers, organizations representing priority populations, etc.

- 2.3 Provide updated information to the OHA vaccination team on vaccination rate through the ALERT IIS system on a regular basis pursuant to state and federal guidance.
- 2.4 Adhere to the OHA guidance on vaccinating priority groups as driven by local vaccination supply.
- 2.5 Provide ongoing recommendations to the OHA with on-the-ground data and information for improvement regarding vaccination deployment, implementation, and operations.
- 2.6 Catalogue various expenses related to vaccination services. (*See Vaccination Service Expense Report table below under Section 3. Reporting Requirements.*)
- 2.7 Participate with OHA and members of the Governor's office in a post-event evaluation to highlight learnings for future events.

3. Compliance with FEMA-OHA/State Agreement (Exhibit E)

The terms of the FEMA-OHA/State Agreement that provides federal FEMA Public Assistance award funds for this Agreement are incorporated herein by reference into this project Agreement (and attached hereto as Exhibit E). County must comply with all applicable laws, regulations, policy and guidance, including but not limited to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Title 44 of the CFR, FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide, and other applicable FEMA policy and guidance.

3. Reporting Requirements

To support County's invoices County shall collect the following reports and submit them to ohacovid.fema@dhsosha.state.or.us as follows:

Report type	Reporting requirement	Report Periods	Report Due Dates
Project outcome reports	County's summary of outcomes for the report period: site locations, stakeholders participating, vaccination throughput rate, and populations served (including race / ethnicity and age).	December 1, 2020 through Agreement execution	30 days after Agreement execution.
		Each month of the Agreement from Agreement execution through June 30, 2021	The 15 th day of the month following the Report Period
Cost - expenditure reports	County's cost - expenditure reports shall include a summary of expenditures for the report period, including: a completed <i>Vaccination Service Expense Report</i> (see report form below*), and supporting documentation for expenses as requested by OHA, which Contractor shall maintain in accordance with Exhibit B, Section 15. Records Maintenance; Access. In addition, County shall complete and submit any required FEMA cost – expenditure reports that OHA provides County for completion.	December 1, 2020 through Agreement execution	30 days after Agreement execution.
		Each month of the Agreement from Agreement execution through June 30, 2021	The 15 th day of the month following the Report Period

*Vaccination Service Expense Report		
LPHA Name:		
Report Period:		
Vaccination Service Expense Type		Reimbursement Request
<input type="checkbox"/>	Staff time for management, coordination, planning	\$
<input type="checkbox"/>	Staff time for volunteer recruitment, management	\$
<input type="checkbox"/>	Staff time for outreach and/or communications	\$
<input type="checkbox"/>	Staff time for quality assurance and improvement	\$

*Vaccination Service Expense Report		
LPHA Name:		
Report Period:		
Vaccination Service Expense Type		Reimbursement Request
<input type="checkbox"/>	Staff time for greeters, registration, patient flow	\$
<input type="checkbox"/>	Staff time for public health reporting, data entry	\$
<input type="checkbox"/>	Workforce recruitment and training	\$
<input type="checkbox"/>	Volunteer mileage, parking, per diem	\$
<input type="checkbox"/>	Public education campaigns	\$
<input type="checkbox"/>	Translation services and/or capabilities	\$
<input type="checkbox"/>	Vaccine site space rental	\$
<input type="checkbox"/>	Scheduling planning and technology solutions	\$
<input type="checkbox"/>	Supplies and equipment not supplied by federal government: personal protective equipment, storage, patient/traffic flow, signage	\$
<input type="checkbox"/>	Security services	\$
<input type="checkbox"/>	Transportation for patients and/or workforce	\$
<input type="checkbox"/>	Transport of vaccine and/or supplies	\$
<input type="checkbox"/>	Legal and compliance services	\$
<input type="checkbox"/>	EMS on-site (note – cannot include cost of treatment)	\$
<input type="checkbox"/>	Additional expenses approved by OHA in writing (list additional expense types).	\$
TOTAL REQUEST		\$

Note: OHA will not reimburse the following costs under this Agreement:

- Costs of the vaccine and ancillary supplies supplied by the federal government; and
- Other costs that are expected to be reimbursed by third party insurance.

EXHIBIT A
Part 2
Payment and Financial Reporting

1. Payment Provisions.

- a. All payments under this Agreement will be made on a cost reimbursement basis.
- b. County shall send all invoices to ohacovid.fema@dhsosha.state.or.us or to any other address as OHA may indicate in writing to County. *See Attachment 1: Invoice Form.* County's claims to OHA for overdue payments on invoices are subject to ORS 293.462.
- c. OHA will review the reports required by Section 3. of Exhibit A, Part 1 (Project outcome reports and Cost expenditure reports, and supporting documentation for expenses as requested by OHA).

OHA approval of those reports is required prior to payment of County's invoices and will be the method for verifying payments and proper expenditures under this Agreement.

2. Travel and Other Expenses. OHA will not reimburse County for any travel or other expenses not listed in the *Vaccination Service Expense Report* form listed in Exhibit A, Part 1, Section 3. Reporting Requirements or approved in writing by OHA.

Note: OHA will not reimburse the following costs under this Agreement:

- Costs of the vaccine and ancillary supplies supplied by the federal government; and
- Other costs that are expected to be reimbursed by 3rd party insurance.

**Attachment 1:
INVOICE FORM:**

Invoice #: _____

OHA Agreement #170122

Date: _____

From: Crook County
375 Beaver Street, Suite 100
Prineville, OR 97754-1802
Attn: Muriel DeLaVergne-Brown
Phone: (541) 416-1980
Email: mdelavergnebrown@h.co.crook.or.us

Tax ID/EIN # _____

To: Oregon Health Authority
Public Health Division
800 NE Oregon Street, Suite 930
Portland, OR 97232
Attention: Carole Yann
Telephone: 971-212-1363
Email: ohacovid.fema@dhsosha.state.or.us

Submit invoice only via email to: ohacovid.fema@dhsosha.state.or.us.

DESCRIPTION	TOTAL
Total Due	\$

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. OHA, County and any subcontractor will share information as necessary to effectively serve OHA clients.

2. Amendments.

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional

provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

4. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
5. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the County with an appropriate follow-up response for the media.
6. **Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other

administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. Reserved.

8. Ownership of Intellectual Property.

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.

- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
 - c. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
 - d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:
- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
 - c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. OHA Default. OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

11. Termination.

a. County Termination. County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
- (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative

Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

12. **Effect of Termination.**

a. **Entire Agreement.**

- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

- b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including

at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **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.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
 635 Capitol Street NE, Suite 350
 Salem, OR 97301
 Telephone: 503-945-5818
 Facsimile: 503-378-4324

- 26. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 27. Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 28. Reserved.**
- 29. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such

expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

30. **Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
31. **Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
 - a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Subcontractor Insurance Requirements

County shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☐ Required ☒ Not required

PROFESSIONAL LIABILITY:

☐ Required ☒ Not required

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ Required ☒ Not required

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OHA or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OHA has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Subcontract, or, (ii) County's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall

list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by OHA under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OHA.

STATE ACCEPTANCE:

All insurance providers are subject to OHA acceptance. If requested by OHA, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State,

local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services. [Reserved]**

11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosure. [Reserved]**
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
14. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

Exhibit E: FEMA-OHA/State Agreement

439679 172308 OHA Vaccine Operations OR

The purpose of this Version 0 Expedited Project is to provide funding to the Oregon Health Authority for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to its population starting from January 21, 2021 through April 20, 2021.

*****VERSION 1*****

The purpose of this Version 1 Expedited Project is to provide funding to the Oregon Health Authority for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to its population starting from December 1, 2020 through July 31, 2021.

The project cost estimate is prepared based on Applicant-provided costs in response to FEMA 4499DR-OR (a COVID-19 declared event).

Work to be Completed

The Oregon Health Authority (OHA) is applying for funding on behalf of PNPs that will be administering vaccinations within the State. The applicant's funding request to vaccinate its population within their jurisdiction is limited at 36% of the population. According to the 2019 US Census, the total population of the State was 4,217,737. The total amount of vaccines eligible to be administered is 3,036,772 eligible doses (2 doses X 36% X 4,217,737).

The Applicant plans to distribute 75% of the eligible doses, 2,176,626 eligible doses ((3,036,772 eligible doses - 134,604 previously obligated doses) x 75%) throughout the state in this operational period by utilizing up to 71 potential vaccination sites of various sizes. These potential sites include 3 Mega Sites, 10 Large Sites, 23 Medium Sites, and 35 Small Sites. Local jurisdictions may request for the remaining 25% of the eligible doses, 725,542 eligible doses ((3,036,772 eligible doses - 134,604 previously obligated doses) x 25%).

The average unit cost based on Applicant provided information is \$101.15/dose, which is within the allowable range identified in 'Vaccine Administration Unit Costs.xlsx'.

Total project cost = unit cost per dose X eligible doses = \$101.15 X 2,176,626 = \$220,165,720

Approximate Vaccine Unit Cost per Site Type: (rounded to the nearest cent)

- 3 Mega Sites: \$28,911,592.60
 - \$58.85/vaccine x 491,276 vaccines
- 10 Large: \$68,270,960.34
 - \$83.38/vaccine x 818,793 vaccines
- 23 Medium: \$79,767,175.94
 - \$127.07/vaccine x 627,742 vaccines

- 35 Small: \$43,215,991.02
 - \$180.96/vaccine x 238,815 vaccines

Oregon Health Authority

A. Labor: \$200,990,107.75

- For Emergency Work, only overtime labor is eligible for budgeted employees. For unbudgeted employees performing Emergency Work, both straight-time and overtime labor are eligible. Chapter 2:V.A. Applicant (Force Account) Labor of the PAPPG (V3.1)
- 2 Team Lead
- 2 Deputy Team Lead
- 22 Security Personnel
- 10 Traffic Control
- 52 Vaccinators
- 7 Pharmacists
- 25 Nurse's Aides
- 25 Medical Screeners
- 2 Supply Managers
- 5 IT Support
- 5 On Call EMT
- 32 General Staff
- 4 Logistics Specialists
- 2 Forms Distribution Staff
- 2 Orientation Personnel
- 4 Clinic Flow; Reviewers/Billing
- 1 Clinic Manager
- 3 Translators
- 10 Float Staff
- 3 Legal Affairs Officers

B. Facility Leases Costs: \$2,902,174.68

- Facility Lease
- Additional Parking

C. Facility Equipment/Service Costs: \$6,227,059.17

- Disinfection of Interior Facility will have no grey water runoff.
- One time 'Start-Up' Cost:
 - 4 Internet Access Hot Spot Device (one time cost)
 - 38 Interior Signage (one time cost)
 - 228 Chairs / Tables (per staff basis)
 - 300 Medical Waste Disposal (one time cost)
 - 10 Hand Carts (one time cost)
 - 15 Storage Equip (one time cost)
 - 1 Janitorial (one time material cost)

- o 51 Tablets (one time cost)
- o 84 Specialty Freezers (one time cost)
- o 2 Outside banner
- o 6 Message Boards in parking lot
- o 600 Traffic cones in parking lot
- o 52 Interior Privacy Partitions
- o 1 Initial Buildout of Facility
- o 1 Restoration back to pre-disaster

D. Medical Materials Costs: \$10,046,378.29

- 3,000 Needles
- 3,000 Syringes
- 3,000 Alcohol Prep Pads
- 1,500 Surgical Masks
- 1,500 Face Shields
- * 3,000 Band-aids
- * 1,500 Gloves
- * 18 Sharp Containers
- * 150 Antihistamines
- * 5 Epi-Pens
- * 25 First aid kit
- * 18 Blood pressure measuring device
- 18 Light source to examine mouth and throat
- * 3,000 Oxygen
- * 18 Stethoscope
- * 18 Timing device for measuring pulse
- * 3,000 Tongue depressors
- * 3,000 Tourniquet

Work to be Completed Total: \$220,165,719.90

Expedited project will be funded at 50% of the project cost.

Version 0 Expedited Project Cost x 50%Reduction: \$110,082,859.95

The Federal Cost Share for this Project is 100%.

Project Notes:

1. Scope and cost were developed based on 'Vaccine Administration Unit Costs.xlsx' See attachment: 'ST 172308 cost estimate.xlsx'.
2. This is an Expedited Project and will be reconciled for actual costs with all documentation required prior to any future version of this project.

3. Oregon projects with doses previously obligated are: 170298 (2,380); 169848 (5,344); 169861 (5,710); 169867 (61,616); 170071 (59,554). Total doses previously obligated = 134,604.
4. 'VERSION 1' only modifies project start and end dates. See document 'DR 4499 OR - Oregon Health Authority - Request to Modify our FEMA Agreement - Project 172308.pdf'.

Grant Conditions

COVID-19 Expedited Application Disclosures:

1. Contracts must include a Termination for Convenience clause.
2. FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, and the United States Department of Agriculture.
3. FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.
4. Under the COVID-19 Declarations, eligible emergency medical care costs are eligible for the duration of the Public Health Emergency, as determined by HHS.
5. Medical Waste will be disposed of in accordance with state-approved protocol.
6. Pursuant to Section 312 of the Stafford Act, FEMA is prohibited from providing financial assistance where such assistance would duplicate funding available from another program, insurance, or any other source for the same purpose.
7. The level of disinfection work proposed for Healthcare and other public facilities needs to comply with the Centers for Disease Control and Prevention (CDC) recommendations for Healthcare or Community Facilities that have been occupied or visited by those Suspected or Confirmed of having Coronavirus Disease 2019. For any additional, non-routine disinfection work undertaken by the Applicant, the Applicant must demonstrate that the work was taken at the direction or guidance of a Public Health Official and that it complies with CDC recommendations for disinfection of subject Facilities.

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: 5/25/2021

RE: Peter Watts Contract re Atty Assistance
Our File No.: CT Contracts 282

The current PSC extension expired on 12/21/2020. The County and Contractor both desire to reinstate and extend the PSC through 7/31/21.

Mr. Watts is assisting on the Land Use case currently with LUBA, along with the Greater Idaho matter.

Please place this memo and the attached document(s) on the Wednesday, June 2, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Approved this ____ day of _____ 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

PROFESSIONAL SERVICES CONTRACT
Extension Agreement #2

This Professional Services Contract-Extension Agreement #2 (hereinafter "Extension #2") is entered into by and between Crook County, a political subdivision of the State of Oregon (hereinafter "COUNTY"), and Peter Watts (hereinafter "CONTRACTOR").

BACKGROUND

A. COUNTY and CONTRACTOR are parties to a Professional Services Contract dated August 28, 2020 (the "Contract") wherein CONTRACTOR provides legal services to the Crook County (the "Services"), and with a termination date of October 30, 2020; and

B. On November 18, 2020, the Parties signed Extension Agreement #1 to extend the services from to December 31, 2020; and

C. COUNTY and CONTRACTOR now desire to extend the term of the Contract and amend the Contract on the terms set forth in this Extension #2.

AMENDMENT TERMS

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The term of the Contract shall be extended through July 31, 2021.
2. Except as modified by this Extension #2, all terms and conditions of the Contract and any prior amendments are reaffirmed and remain unmodified and in full force and effect.
3. This Extension #2 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one and the same original. Facsimiles and electronic transmittals of signed documents shall be binding as though they were an original of the signed document.

The parties have executed this Extension #2 as of the last signature below.

CONTRACTOR

By: _____

Signature

Peter Watts

Print Name

Date: _____

5/25/21

CROOK COUNTY

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: _____

IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

AN ORDER SETTING AN AUCTION DATE)	
FOR CERTAIN REAL PROPERTY OWNED)	ORDER NO. 2021-28
BY CROOK COUNTY AND SETTING A)	
MINIMUM BID PRICE)	

WHEREAS, ORS 275.110 allows the County to sell tax foreclosed properties by Public Auction to be conducted by the Crook County Sheriff; and

WHEREAS, Crook County finds that it is in the best interest of the County to sell the property described herein;

NOW, THEREFORE, it is hereby ORDERED:

Crook County shall sell the foreclosed property described herein on **July 13, 2021** at public auction to be conducted by the Sheriff on the steps of the Crook County Sheriff's Office, 308 N.E. 2nd Prineville, OR at 2:00 p.m. The properties to be auctioned, the minimum price of the parcels, and the conditions of purchase are set forth below:

Tax Lot #1517330001200, (Acct No. 1764), Ochoco Land & Livestock,
Crook County, Oregon. Undetermined Situs Address, Prineville, OR 97754

Minimum Price: \$11,150

Tax Lot #141631CA03701, (Acct No. 15567), PP 1999-18, Parcel 2,
Crook County, Oregon. Street Address: 912 NW 12th Street, Prineville, OR 97754

Minimum Price: \$50,000

Tax Lot #171805B002200, (Acct No. 5711), Riverside Ranch Unit 2, Lot 10,
Crook County, Oregon. Undetermined Situs Address, Prineville, OR 97754

Minimum Price: \$8,770

Tax Lot #131534BC02600, (Acct No. 12364), Golden Horseshoe (Ochoco West),
Block 25, Lot 12, Crook County, Oregon, Undetermined Situs Address, Prineville, OR 97754

Minimum Price: \$5,200

Tax Lot #161624A000400, (Acct No. 3494), Prineville Lake Acres, Block 1, Lot 27,
Crook County, Oregon. Undetermined Situs Address, Prineville, OR 97754

Minimum Price: \$24,800

CONDITIONS OF PURCHASE for auctioned parcels: All parcels are sold **AS IS**. Potential bidders should thoroughly investigate all aspects of a property prior to bidding. Crook County has not surveyed the aforementioned real property and makes no representation as to boundaries, encroachments or encumbrances. Crook County does not guarantee or warrant that the parcel is able to be built upon, suitable for septic system, has legal access, is vacant or is usable for any particular purpose. The County does not warrant and will not defend the fee simple title of real property offered for sale to be free of defects or encumbrances, but will only sell and convey such interest as the County acquired by foreclosure or other means and holds at the time of sale. The County expressly disclaims any and all liability associated with any title defect, lack of access or ability to obtain building permits.

A minimum of 10 percent of the purchase price must be paid in cash or certified funds on the day of the auction, with the remainder and recording fees to be paid in full within 30 days of the auction. Pursuant to ORS 275.190(3), all purchasers shall forfeit their rights under the purchase agreement and to any and all payments made pursuant thereto if the purchaser fails to pay the purchase price or any part of the purchase price and/or recording fees within the timeframes referenced above.

FURTHER INFORMATION

Further information about the auction is available by calling the Crook County Sheriff's Office, 541 447-6398.

Assistance will be provided to any physically challenged persons upon advance notice to the Crook County Administration Office.

Dated this 2nd day of June, 2021

CROOK COUNTY COURT

Judge, Seth Crawford

Commissioner, Jerry Brummer

Commissioner, Brian Barney

Order No. 2021-28

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: John Eisler, Asst. County Counsel

DATE: May 26, 2021

RE: Termination Airport Hangar Lease
Our File No.: Airport 43

Enclosed is a Termination of Private Hangar Land Lease (Termination) and with Wolfe Pack Properties, LLC. Wolfe Pack is the predecessor in interest to Richard Smith, with whom the County entered into a lease agreement at our last meeting for an airplane hangar at the address of 4031 Aviation Blvd. Amerititle, the title company handling the exchange, asked for this Termination agreement with the prior tenant.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, June 2, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

After recording, return to:
 John Eisler
 Crook County Counsel
 300 NE Third St.
 Prineville, OR 97754

Termination of Private Hangar Land Lease

THIS Termination of Private Hangar Land Lease (Termination) is dated May 19, 2021 (the “Effective Date”), by and between Crook County, a political subdivision of the State of Oregon (Landlord) and Wolfe Pack Properties, LLC, an Oregon limited liability company (Tenant).

RECITALS

- A. The City of Prineville and Tenant entered into that certain Private Hangar Land Lease (the “Lease”) dated June 20, 2012 with respect to the real property described on attached Exhibit A (the “Leased Premises”) and recorded in the Crook County Official Records as document number 2012-252807.
- B. Notwithstanding the Lease reference to City of Prineville as Lessor, the Crook County is the Lessor as the fee title owner of the real property. City of Prineville manages the Crook County/Prineville Airport pursuant to an Intergovernmental Agreement effective September 23, 2011, as amended.
- C. Lessee is transferring ownership of the improvements and the new owner is entering into a lease with Landlord for the leased premises.
- D. Landlord and Tenant desire to record this Termination to put third parties on notice.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. **Termination.** Notwithstanding any provisions to the contrary, the aforementioned Lease is hereby terminated as of May 19, 2021.
- 2. **Use of the Property.** Tenant’s rights to access, use, and excluded other from the leased premises are extinguished concurrently with this Termination.
- 3. **Ownership of Improvements.** All improvements constructed or installed on the leased premises are not the property of Landlord, even though attached or affixed to the leased premises.

///

4. General.

- a. This Termination must be construed in accordance with the laws of the State of Oregon.
- b. This Termination may be amended only by a written instrument by the parties hereto.
- c. All capitalized terms not otherwise defined herein have the meaning ascribed in the Lease.

IN WITNESS WHEREOF, the parties have executed this Termination effective as of the date first set forth above.

For Tenant
Wolfe Pack Properties, LLC

For Landlord
CROOK COUNTY COURT

By: _____

Its: _____

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

STATE OF OREGON)
) ss:

COUNTY OF CROOK)

This instrument was acknowledged before me on _____, 2021 by Seth Crawford in his capacity as Crook County Judge, and Jerry Brummer and Brian Barney in their capacities as Crook County Commissioners of Crook County, Oregon.

Notary Public for Oregon

STATE OF OREGON)
) ss:

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021 by _____ as managing member of Wolfe Pack Properties, LLC.

Notary Public for Oregon

CROOK COUNTY STATEWIDE TRANSPORTATION IMPROVEMENT FUND SERVICES CONTRACT

This Statewide Transportation Improvement Fund Services Contract ("Contract") is between Crook County, a political subdivision of the State of Oregon, acting by and through its County Court (hereinafter "County"), and Central Oregon Intergovernmental Council, (hereinafter "Contractor"). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be July 1, 2021. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance as of June 30, 2023. Termination of the Contract shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Compensation/Payment Terms. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes pages 1 through 19, and Exhibits 1-4.

Contractor Date and Signature

Contractor Name and Address: Central Oregon Intergovernmental Council
334 NE Hawthorne Ave., Bend OR 97701

Federal Tax ID: 93-0620261 *A Federal Tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal, and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal Tax ID number or Social Security number provided above.*

Is Contractor a nonresident alien: No

Business Designation: Council of Governments (ORS 190)

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms.

CONTRACTOR

Signature

Executive Director
Title

Tammy Baney
Printed Name

Date

County Date and Signature

Seth Crawford, County Judge

Date: _____

Brian Barney, County Commissioner

Date: _____

Jerry Brummer, County Commissioner

Date: _____

STANDARD TERMS AND CONDITIONS

1. **Time Is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this Contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract.
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this Contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Contractor shall submit quarterly performance reports and invoices for work completed. These shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses incurred. Invoices must be legible and include a description of the service, the date(s) of the service, and the agency providing the service.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this Contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this Contract, and unless otherwise specified by the County, the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually

identified by name in this Contract and expressly described as beneficiaries of this Contract.

5. **Successors In Interest.** The provision of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
 - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
 - 1) If funding from the state government or other sources is not obtained and continued at levels sufficient to allow for the services as required in this Contract.
 - 2) At County's discretion, this Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or change in such a way that the Contractor no longer meets requirements for such license or certificate.
 - d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions.
 - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with Its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or cease doing business on a regular basis.
 - e. County Default or Breach.
 - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 15 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. County shall pay Contractor for all outstanding capital purchase orders once the equipment has arrived.
- b. If terminated under subparagraphs (6)(a)-(c) of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- c. If this Contract is terminated under subparagraph (6)(d) of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- d. If terminated under subparagraph (6)(e) of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed In accordance with the Contract.
 - 1) With respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462,
 - 2) With respect to deliverable-based work, the sum designated for completing the deliverable multiplied by the percentage of work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor, and
 - 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs (6)(a) through (c) of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph (6)(d) of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or In equity.
 - 1) Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future Contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.

- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
 - d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable efforts to remove or eliminate performance of its obligations under this Contract. For any delay in performance as a result of the events describe in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
 - e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
 - f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in an order whatsoever.
- 9. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.
- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
 - b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.
- 10. Work Standard.**
- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
 - b. For goods and services to be provided under this Contract, Contractor agrees to:
 - 1) Perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) Comply with all applicable legal requirements;
 - 3) Comply with all programs, directives and instructions of County relating to safety, storage of equipment or materials;
 - 4) Take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities and areas of service under this Contract, including employees of Contractor, County and any other Contractors or subcontractors and to protect the work and all other property against damage.
- 11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract. Contractor shall adhere to FTA guidelines and requirements in accordance with Exhibit 4 attached hereto and incorporated by reference herein.
- 12. Insurance.** Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.
- 13. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor to County, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written

notice to the Contractor, or at such later date as may be established by the County.

14. **Confidentiality.** Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:
 - a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
 - b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
 - c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
 - d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
 - e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
 - f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
 - g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
 - h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.
15. **Reports.** Contractor shall provide County with periodic performance reports on a quarterly basis. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.
16. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract.
 - a. All fiscal records shall be maintained pursuant to generally accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
 - b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.

- 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
- 17. Ownership of Work.** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of the County.
- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
 - b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine.
 - c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
 - d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
 - e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
 - f. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
 - g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on the County's behalf.
 - h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on the County's behalf.
- 18. Partnership.** County is not, by virtue of this Contract, a partner or joint venture with Contractor in connection with activities carried out under this Contract and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
- 19. Indemnity and Hold Harmless.**
- a. To the fullest extent authorized by law, Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting

from or arising out of, or relating to the activities of Contractor or its officers, employees, Contractors or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.

- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph (a) of this paragraph; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Crook County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.
 - c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors or agents under this Contract.
- 20. Waiver.**
- a. County's delay in exercising, or failure to exercise any right, power or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.
 - b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- 21. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit Court of Crook County for the State of Oregon; provide, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively, within the United States District Court for the District of Oregon.
- 22. Severability.** If any term or provision of this Contract 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 this Contract did not contain the particular term or provision held invalid.
- 23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.
- 24. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing to Contractor or County at the address or number set forth below or to such other addresses

or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrative Officer.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:	To County:
Tammy Baney, Executive Director	Eric Blaine, County Counsel
334 NE Hawthorne Avenue.	300 NE Third Street
Bend, OR 97701	Prineville, OR 97754
contracts@coic.org	eric.blaine@co.crook.or.us
Fax: (541)923-3416	Fax: (541) 447-6705

- 25. Merger Clause.** This Contract and the attached Exhibits constitute the entire agreement between the parties.
 - a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
 - b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
 - c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 26. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act. (ORS 646A.600 et seq.).
- 27. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.
- 28. Representations and Warranties.**
 - a. Contractor's Representations and Warranties. Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry;
 - 4) Contractor shall, at all times during the term of this Contractor, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court,

regulatory commission, board or other administrative agency.

- b. Warranties Cumulative. The warranties set forth in this paragraph are in addition to and not in lieu of any other warranties provided.

29. Non-Discrimination. Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedies deemed appropriate by County.

30. SB 675(2015) Representation and Covenant.

- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Crook County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Crook County, during the term of this Contract.
- c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Crook County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Crook County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

31. Compliance with Provisions of Funding Source. In addition to the conditions outlined in this Contract, Contractor must comply with all applicable STIF adopted rules (OAR 732-040 and OAR 732-042) as well as the state's recommended record and document management procedures, Civil Rights and Americans with Disabilities Act regulations. The parties acknowledge that this is a new program and the state may require changes to the Contract, including changes or additions to the insurance and indemnity provisions, and the parties further agree to amend this Contract in to comport with state requirements.

EXHIBIT 1

CROOK COUNTY SERVICES CONTRACT STATEMENT OF WORK, COMPENSATION, PAYMENT TERMS AND SCHEDULE

1. Contractor shall perform the following work:

- a. Implement the Crook County Statewide Transportation Improvement Fund Plan as adopted by Crook County, including administrative costs required to manage the plan and as included in the plan. Contractor shall implement priority projects identified by the County Court as referenced in Appendix A attached to this Exhibit 1.
- b. This Contract includes in part operations and capitalized preventive maintenance, which are defined under 49 USC§ 5310 program, as described in Circular 9070, 1F, Section 111-14-e. Generally accepted accounting principles and the Contractor's accounting system determine those costs that are to be accounted for as operating costs. Contractor may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Contractor may use capital equipment funded under U.S. Department of Transportation or State-source agreements when performing services rendered through this Contract. Depreciation of capital equipment funded from U.S. Department of Transportation or State-source grants is not an eligible expense. As this agreement also includes funding through Statewide Transportation Improvement Fund (STIF), Contractor will comply with the guidelines established by Oregon Revised Statutes (ORS) 391.800 and 391.830 and Oregon Administrative Rules (OAR) Chapter 732. Contractor will receive and disburse STIF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to the State. Contractor will subtract income from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expenses of the service. All administrative and operating expenses Incurred by Contractor are reimbursable as operating expenses. Contractor may not use assets acquired under this Contract to compete unfairly with the private sector.

2. County Services. County shall provide Contractor, at County's expense, with material and services described as follows: None.

3. Consideration.

- a. County shall pay Contractor an amount not to exceed the STIF payments from the State of Oregon as a pass-through to Central Oregon Intergovernmental Council for Cascades East Transit expanded service as identified in the Crook County STIF Plan. The total projected expenditures for fiscal years 2021-2023 is \$834,933, of which the Central Oregon Intergovernmental Council anticipates an estimated \$368,962 in funds to be carried forward from the previous biennium. These yearly fund figures are estimates only, and neither authorize the Contractor to seek reimbursement for more STIF funds than the County has received, or restrict the reimbursement funds Contractor may receive in a given fiscal year. County shall provide Contractor a copy of the remittance advice from the State of Oregon and/or other information sufficient to inform Contractor of the amount of the payment and the relevant time period for which the payment is received no later than 20 days after receipt by the County.
- b. Contractor shall be entitled to reimbursement for expenses.

4. The maximum compensation.

- a. The maximum compensation under this Contract, including allowable expenses, is

an amount not to exceed the lesser of the STIF payments received from the State of Oregon or \$834,933, based on the STIF Plan submitted and approved by the Oregon Transportation Commission.

Contractor shall not submit invoices for, and County shall not pay for any amount In excess of the maximum compensation amount set forth above.

- 1) If this maximum compensation amount is increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
- 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

5. Schedule of Performance or Delivery.

County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following: County will only pay for completed work that conforms to this schedule and only at such time as a complete STIF Periodic Report has been prepared within the ODOT Public Transit Divisions OPTIS system.

APPENDIX A
List of Authorized Crook County STIF Projects

Project 1 Continued Transit Service Operations
<p>Service operations to cover existing costs for Route 26 (Redmond – Prineville) Saturday service and Route 24/26 interlined to Bend, which were expansion projects in the Crook County STIF 2019-2021 Plan, as well as service operations to cover expanded transit service in Juniper Canyon, eastern Prineville, and direct service to the Redmond airport.</p>
\$652,946

Project 2 STIF Administration, Support, and Marketing
<p>This project will allow all activities related to STIF to continue without interruption. Examples include: STIF supervision, management and oversight, STIF quarterly reporting, STIF committee creation, STIF by-law adherence, STIF outreach and promotion.</p>
\$151,987

Project 3 Capital Infrastructure for Bus Stops
<p>This project will provide funding for future bus stop design, construction, and other required costs.</p>
\$30,000

EXHIBIT 2

CROOK COUNTY SERVICES CONTRACT INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each Insurance noted below and as required by the State of Oregon. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional liability, shall be written on an occurrence basis and be in effect for the term of this Contract. Policies written on a "claims made" basis must be approved and authorized by Crook County.

Contractor Name: Central Oregon Intergovernmental Council

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Commercial General Liability insurance with combined single limit of not less than \$5,000,000 per occurrence. Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, complete operations and Contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorney's fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name ***Crook County, State of Oregon, their officers, agents, employees and volunteers as an additional Insured.*** The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction Contracts may include aggregate limits that apply on a "per location" or per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Automobile Liability Insurance with a combined single limit of not less than \$5 million per occurrence. Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this Contract. Commercial Automobile Liability is required for Contractors that own business vehicles registered to the business.

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

EXHIBIT3

CROOK COUNTY SERVICES CONTRACT ADDITIONAL OVERSIGHT FOR STIF SUBRECIPIENTS

CONTRACTOR shall comply with all applicable STIF adopted rules (OAR 732-040 and OAR 732-042) as well as the federal regulations listed as follows:

Access to Records and Reports

The record keeping and access requirements apply to all Contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including Contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

- 1) **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- 2) **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- 3) **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its Contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.
- 4) **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this Contract as reasonably may be required.

Civil Rights and Equal Opportunity

The Oregon Department of Transportation (ODOT) is an Equal Opportunity Employer. As such, the ODOT agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the ODOT agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal

employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

ADA Access

The Contract agrees that facilities to be used in public transportation service, or to be designed for use in public transportation service, must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. USDOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised September 2010, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. USDOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

EXHIBIT 4
CROOK COUNTY SERVICES CONTRACT
ADOPTED CROOK COUNTY STATEWIDE TRANSPORTATION
IMPROVEMENT FUND PLAN 2021-2023

<https://www.oregon.gov/odot/RPTD/RPTD%20Committee%20Meeting%20Documents/STIF-Formula-Fund-Report-PTAC-Subcmte-to-PTAC.pdf>






CDW-G Quote for Review

This email was sent to you from: **Troy Poncin**

Convert Quote to Order

Quote #	Quote Date	Quote Reference	Customer #
1C4Z0FJ	05/20/2021	Fair Build IT NOC	1212610

Item	Qty	CDW #	Unit Price	Ext. Price
 Mfg. Part#:	2	6199429	\$11,423.05	\$22,846.10
 Mfg. Part#:	1	5318853	\$1,551.30	\$1,551.30
 Mfg. Part#:	1	5140049	\$11,588.01	\$11,588.01

Subtotal	\$35,985.41
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Shipping	\$0.00
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Grand Total	\$35,985.41
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Purchaser Billing Info

Billing Address:

Crook County
Attn: Finance Dept (# 1212610)
422 Nw Beaver St
Prineville, OR 977541838
Phone: (541) 447-4160

Deliver To

Shipping Address:

Crook County, Oregon
Troy Poncin
422 NW Beaver St.
Prineville, OR 97754
Phone: (541) 416-3930 110
Shipping Method: Drop Ship Ground



Sales Contact Info

Maurice Dixon | (312) 705-8811 | maudixo@cdwg.com

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Support



Call 800.800.4239

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Pricing Proposal
 Quotation #: 20500953
 Created On: 5/19/2021
 Valid Until: 5/31/2021

County of Crook

Inside Account Executive - SLE

Troy Poncin

OR
 United States
 Phone: (541) 416-3930 ext. 110
 Fax:
 Email: Troy.Poncin@co.crook.or.us

Ryan Flynn

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-564-8505
 Fax: 732-564-8224
 Email: Ryan_Flynn@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Fortinet FortiGate 601E - Security appliance - with 1 year FortiCare 24X7 Support + 1 year FortiGuard Enterprise Protection - 10 GigE - 1U - rack-mountable Fortinet - Part#: FG-601E-BDL-811-12	2	\$8,771.90	\$17,543.80
2 Fortinet FortiCare 24x7 Comprehensive Support - Extended service agreement (renewal) - advance parts replacement - 1 year - shipment - response time: NBD - for P/N: FS-1048E Fortinet - Part#: FC-10-1E48F-247-02-12	1	\$1,257.44	\$1,257.44
3 Fortinet FortiSwitch 1048E - Switch - managed - 48 x 1 Gigabit / 10 Gigabit SFP+ + 6 x 40 Gigabit QSFP+ + 4 x 100 Gigabit QSFP28 - rack-mountable Fortinet - Part#: FS-1048E	1	\$10,169.87	\$10,169.87
Total			\$28,971.11

Additional Comments

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

Bill to

Troy Poncin
Crook County
300 NE 3RD ST
PRINEVILLE, Oregon
97754-1919

Ship to

Troy Poncin
Crook County
300 NE 3RD ST
PRINEVILLE, Oregon
97754-1919

Quote Details

FORTINET FORTICARE 24X7 COMPREHENSIVE SUPPORT - EXTENDED SERVICE AGREEMENT (RENEWAL) -
ADVANCE PARTS REPLACEMENT - 1 YEAR - SHIPMENT - RESPONSE TIME: NBD - FOR P/N: FS-1048E

SC # 2000046663	MFG # FC10-1E48F-247-02-12	Quantity: 1	\$1,475.00
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Fortinet FortiSwitch 1048E - switch - 48 ports - managed - rack-mountable

SC # 2000192685	MFG # FS-1048E	Quantity: 1	\$12,495.00
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Fortinet FortiGate 601E - UTM Bundle - security appliance - with 1 year FortiCare 24X7 Comprehensive Support + 1 year FortiGuard

SC # 2000203161	MFG # FG-601E-BDL-950-12	Quantity: 2	\$11,086.40
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Subtotal:	\$36,142.80
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Shipping:	Ground - 3 to 5 days \$57.93
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Total:	\$36,200.73
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All currency in this quote is in USD.

Pricing, availability and special offers are subject to change at any time.

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at: <https://www.softchoice.com/softchoice-terms-and-conditions-for-products>.



Prepared By: Alex Grundleger
Date: 10-Mar-2021
Quote Valid Until: 01-Jul-2021
Payment Terms: Upon Receipt

Bill To:
Troy Poncin
Crook County
300 Ne 3rd St
Prineville, OR 97754
United States

Ship To:
Troy Poncin
Crook County
300 Ne 3rd St
Prineville, OR 97754
United States

Start Date: 01-Jul-2021

SKU	Name	Billing Frequency	Effective Dates	Effective Price	Quantity	Price Per Period	Term	Total
S-ONP-K3-BITD-AV	Bitdefender Cloud Security	Annual	01-Jul-2021-30-Jun-2024	21.63	350	7,570.50	3 Years	22,711.50
Description: Bitdefender antivirus and antimalware endpoint security; per endpoint								
CNS-VSA-BTDF	Professional Services for Bitdefender	One Time	N/A	349.00	1	349.00	One Time	349.00
Description: Includes one (1) remotely delivered session with a product trainer to review Bitdefender Gravityzone and network packages and policies on endpoints.								
SubTotal:								USD 23,060.50

Total Quote Amount: USD 23,060.50

**Applicable Taxes will be applied upon invoicing*

By clicking the "I Accept this Quote" button below, I confirm that (i) I am placing an order, and I have read and agree to all of the terms and conditions set forth in the Kaseya Subscription End User License Agreement ("EULA"), which can be found at: <https://www.kaseya.com/legal/kaseya-subscription-end-user-license-agreement-eula/>; and, (ii) I acknowledge and agree that any terms and conditions in my purchase order, procurement, or similar document not sent by Kaseya will not apply and will have no force or effect.:



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TicoTech, Inc
 PO Box 372891
 Satellite Beach, FL 32937
 (407) 581-9165

Quote

ADDRESS

Crook County
 Accounts Payable
 267 NE 2nd St, Suite. 200
 Prineville, OR 97754

SHIP TO

Crook County
 422 NW Beaver St.
 Prineville, OR 97754

QUOTE # 20988

DATE 05/17/2021

ACTIVITY

QTY

COST

TOTAL

SYMANTEC ANTIVIRUS TERM THROUGH 06/30/21

—

Symantec Endpoint Protection, v14, 07/01/21 - 06/30/22

275

11.55

3,176.25

—

—

—

Please note that you can request pricing for 2 and 3 year terms.

TOTAL

\$3,176.25

Accepted By

Accepted Date



10
Quote
#Q-406355

Prepared By: Alex Grundleger
Date: 10-Mar-2021
Quote Valid Until: 01-Jul-2021
Payment Terms: Upon Receipt

Bill To:
Troy Poncin
Crook County
300 Ne 3rd St
Prineville, OR 97754
United States

Ship To:
Troy Poncin
Crook County
300 Ne 3rd St
Prineville, OR 97754
United States

Start Date: 01-Jul-2021								
SKU	Name	Billing Frequency	Effective Dates	Effective Price	Quantity	Price Per Period	Term	Total
S-ONP-K3-KAV-S	Kaseya Antivirus for Windows Servers - On-Prem	Annual	01-Jul-2021-30-Jun-2024	21.00	350	7,350.00	3 Years	22,050.00
Description: Kaseya Antivirus for Windows Servers for use with VSA On-Premises Deployments								
CNS-VSA-KAV	Professional Services for Kaseya Anti-Virus	One Time	N/A	488.01	1	488.01	One Time	488.01
Description: Includes one (1) webinar based group training on configuring your Kaseya Anti-virus (KAV) profiles, alerts, and settings and installing KAV on your endpoints.								
SubTotal:								USD 22,538.01

Total Quote Amount: USD 22,538.01

**Applicable Taxes will be applied upon invoicing*

By clicking the "I Accept this Quote" button below, I confirm that (i) I am placing an order, and I have read and agree to all of the terms and conditions set forth in the Kaseya Subscription End User License Agreement ("EULA"), which can be found at: <https://www.kaseya.com/legal/kaseya-subscription-end-user-license-agreement-eula/>; and, (ii) I acknowledge and agree that any terms and conditions in my purchase order, procurement, or similar document not sent by Kaseya will not apply and will have no force or effect.:



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10
Quote
#Q-402704

Prepared By: Alex Grundieger
Date: 04-Mar-2021
Quote Valid Until: 01-Jul-2021
Payment Terms: Upon Receipt

Bill To:
Troy Poncin
Crook County
300 Ne 3rd St
Prineville, OR 97754
United States

Ship To:
Troy Poncin
Crook County
300 Ne 3rd St
Prineville, OR 97754
United States

Start Date: 01-Jul-2021

SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
S-ONP-3PTY-WEBR	Webroot Antivirus - On-Prem	Annual	01-Jul-2021-30-Jun-2024	20.16	1.79%	19.80	350	6,930.00	3 Years	20,790.00
Description: Webroot SecureAnywhere Endpoint Protection for use with VSA on-premises deployments										
CNS-VSA-WBRT	Professional Services for Webroot	One Time	N/A			349.00	1	349.00	One Time	349.00
Description: Includes one (1) remotely delivered session with a product trainer to review Webroot Global Site Manager and Kaseya VSA Webroot Module.										
SubTotal:										USD 21,139.00

Total Quote Amount: USD 21,139.00

**Applicable Taxes will be applied upon invoicing*

By clicking the "I Accept this Quote" button below, I confirm that (i) I am placing an order, and I have read and agree to all of the terms and conditions set forth in the Kaseya Subscription End User License Agreement ("EULA"), which can be found at: <https://www.kaseya.com/legal/kaseya-subscription-end-user-license-agreement-eula/>; and, (ii) I acknowledge and agree that any terms and conditions in my purchase order, procurement, or similar document not sent by Kaseya will not apply and will have no force or effect.:



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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: John Eisler, Crook County Legal Counsel's Office

DATE: May 25, 2021

RE: *Record # 217-21-00321-PLNG - ODFW Appeal of TSR North Solar Facility CUP Modification*
Our File No.: Community Development 63

The Oregon Department of Fish and Wildlife (ODFW) timely appealed the Planning Commission's decision on application number 217-20-00581-PLNG on April 26, 2021 (attached). The application involved a modification request of a conditional use permit for the TSR North Solar Facility. The original CUP was for a 320-acre facility. The modification sought to expand the facility to approximately 585 acres, under 2019 House Bill 2329, codified at ORS 215.446. The Planning Commission approved the application via a written decision on April 12, 2021.

Pursuant to CCC 18.172.110(10)(a)(ii), the County Court, as the official appellate body for appeals from the Planning Commission, must set a hearing date not later than 60 calendar days after receipt of the notice of appeal—or no later than June 25, 2021. The same County code provision also provides the option to send the appeal directly to the Land Use Board of Appeals. However, after some investigation, that process may invite scrutiny over such issues as proper LUBA jurisdiction.

The same parties are currently in litigation at LUBA for a similar Crook County land use decision, case number 2020-114, for which oral arguments were held on May 18, 2021 and a final decision from LUBA is due by June 11, 2021.

Notice of the hearing date is required at least 10 calendar days before the appeal hearing and must be published in the paper. The next possible publication date in the Central Oregonian would be June 8, 2021, and the soonest weekday ten days following that would be Monday, June 21. The hearing date must therefore be a date between Monday, June 21st and Friday, June 25th. We do not have a regular County Court meeting that week.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, June 2, 2021 County Court Agenda as a DISCUSSION ITEM.



11

RECORD # 217 - 21 - 000321 - PLNG
Planning Commission: \$250
County Court: \$2000.00 + 20% of initial application fee (deposit)
Actual costs with deposit required at time of appeal submission

Crook County
APR 26 2021
Community Development

Crook County Community Development/ Planning Division
300 NE 3rd Street, Room 12, Prineville Oregon 97754
Phone: 541-447-3211
plan@co.crook.or.us
www.co.crook.or.us

APPEAL PETITION TO PLANNING COMMISSION or COUNTY COURT

Appellant Information

Last Name: Oregon Department of Fish and Wildlife First Name: _____

Mailing Address: 2042 SE Paulina Hwy

City: Prineville State: OR Zip: 97754

Day-time phone: (541) 447 - 5111 Cell Phone: () -

Email: greg.s.jackle@state.or.us

If group, name of representative: Greg Jackle

Land Use Application Being Appealed: (file number) 217-20-000581-PLNG

Property Description: Township 15S Range 15E Section _____ Tax lot(s) 1226

Appellant's Signature:  Date: _____

I/We, the undersigned, wish to appeal the decision made by the Crook County Planning Commission regarding application no. 217-20-000581-PLNG, that a final decision was made on the 2nd day of April, 2021.

EVERY NOTICE OF APPEAL SHALL INCLUDE:

1. The appeal shall be in writing and shall contain:
 - a. Name, signature, and address of the appellant(s).
 - b. Reference to the application title and case number, if any;
2. A statement of the nature of the decision:
 - a. A statement of the specific grounds for the appeal, setting forth the error(s) and the basis of the error(s) sought to be reviewed; and
 - b. A statement as to the appellant's standing to appeal as an affected party.
3. Proper filing fee in accordance with Section 18.172.050.
4. If the decision appealed from is a decision made without a hearing or without notice to area property owners, written notice of appeal must be filed within twelve (12) calendar days of the date written notice of the decision is mailed to those entitled to such notice. With respect to all other appeals, written notice of appeal must be filed within 10 calendar days of

11

the date written notice of the decision is mailed to those entitled to decision. If the last day of the appeal period falls on a Saturday, Sunday or legal holiday, the notice of appeal is due on the next business day.

5. An appeal shall be filed:
 - a. With the County Court for appeals from final decisions by the Planning Commission;
 - b. With the Planning Commission for appeals from final decisions by the Planning Director or Planning Department staff; and
 - c. Shall cite the specific "Zoning Ordinance Section" and "Comprehensive Plan Policies" alleged to be violated.

The Notice of Appeal must include the items listed above. Failure to complete all of the above will render an appeal invalid. Any additional comments should be included on the Notice of Appeal.

TRANSCRIPT: The appellant must provide a copy of the transcript of the proceedings (at the appellants' expense) appealed to the County Planning Department not less than seven (7) calendar days before the hearing date set by the County Court or Planning Commission.

SCOPE AND STANDARD OF REVIEW OF APPEAL: An appeal to the County Court is not a new hearing; it is a review of the decision. Subject to the exception in paragraph (6) below, the review of the final decision shall be confined to the record of the proceeding below, which shall include, if applicable:

1. All material, pleadings, memoranda, stipulations and motions submitted by any party to the proceeding and received by the Commission or Court as evidence.
2. All material submitted by Crook County Staff with respect to the application.
3. The transcript of the Planning Commission hearing(s).
4. The written final decision of the Commission and the petition of appeal.
5. Argument (without introduction of new or additional evidence) by parties or their Legal representative.
6. The appellate body may, at its option, admit additional testimony and other evidence from an interested party or party of record to supplement the record of prior proceedings. The record may be supplemented by order of the appellate body upon written motion by a party. The written motion shall set forth with particularity, the basis for such request and the nature of the evidence sought to be introduced. Prior to supplementing the record, the appellate body shall provide an opportunity for all parties to be heard on the matter. The appellate body may grant the motion upon a finding that the supplement is necessary to take into consideration the inconvenience of locating the evidence at the time of initial hearing, with such inconvenience not being the result of negligence or dilatory act by the moving party.

An appeal from the Planning Director or Planning Department staff to Planning Commission shall be de novo; meaning that the burden of proof remains with the applicant and that new testimony and evidence, together with the existing Planning Department file, may be received at the hearing on the appeal.

STANDARD OF REVIEW ON APPEAL: The burden of proof remains with the applicant. The burden is not met by merely showing that the appellate body might decide the issue differently.


APPELLATE DECISION: Following the hearing of the appeal, the appellate body may affirm, overrule or modify the Planning Commission's final decision.

This appeal is made pursuant to Section 18.172.110 of the Crook County Code. The required fee has been received by the Crook County Planning Department as the filing fee for this appeal.

I / We are appealing the decision for the following reasons: (be specific)

The Oregon Department of Fish and Wildlife (ODFW) is appealing the Planning Commission's decision because the findings and evidence on which the approval is based are insufficient to demonstrate or ensure compliance with ORS 215.446 (HB 2329 (2019)) and OAR Chapter 635, Division 415, which implements ORS 496.012.

ODFW detailed the inadequacies of Applicant's habitat assessment and proposed mitigation plan in its letters to the Crook County Planning Commission dated December 16 and February 24, 2021 and resubmit those letters with this petition.

<u>Name (print)</u>	<u>Signature</u>	<u>Address</u>
Greg Jackle		2042 SE Paulina Hwy, Prineville, OR 97754

(If additional space is needed attach another sheet)

Each party that authorizes the "Representative" to speak on their behalf must submit a letter stating so, which is signed, dated, and attached to this appeal.



Oregon

Kate Brown, Governor

Department of Fish and Wildlife

Prineville Field Office
High Desert Region
2042 SE Paulina Hwy.
Prineville, OR 97754
(541) 447-5111
FAX (541) 447-8065
www.dfw.state.or.us

April 26, 2021

Crook County Court
203 NE Court St.
Prineville, OR 97754

RE: Appeal Statement TSR North 217-20-000581-PLNG

Dear Judge Crawford, Commissioner Brummer and Commissioner Barney:

The purpose of this letter is to provide the Crook County Court with the Oregon Department of Fish and Wildlife's (ODFW) formal comments and rationale for appealing the Crook County Planning Commissions decision in TSR-North 217-20-000581-PLNG, and to provide ODFW's recommendations to the County Court for its decision in this matter. ODFW has standing to file this appeal pursuant to CCC 18.172.110(6)(b) because it provided written comments to the Planning Commission dated December 26, 2020 and February 24, 2021 and oral testimony on March 17, 2021. ODFW would like to summarize its recommended changes to Condition 20 related to option 1 of the mitigation plan. ODFW would like to further recommend its support of option 2 as meeting the standards of our mitigation policy.

To comply with ORS 215.446 and be consistent with the ODFW Habitat Mitigation Policy, option 1 should include greater specificity and include the following information;

- **Location.** ODFW recommends that the County Court amend Condition 20 to require that mitigation occur in winter range habitat that is mapped for pronghorn specifically. The wildlife habitat impacts of TSR North are to identified pronghorn winter range, so to recreate the habitat function that would be lost by development and to meet the "in-kind" and "in-proximity" ODFW Habitat Mitigation Policy standard (OAR 635-415-0005 (12),(13) & 635-41-0025(2)(b)(B)), the mitigation site needs to benefit pronghorn and thus within mapped pronghorn habitat in Crook County.
- **Timing of mitigation.** ODFW recommends that the County Court amend Condition 20 to make explicit that Applicant must implement and complete mitigation either prior to or concurrent with development impacts. This addition is explicitly stated in the ODFW Habitat Mitigation Policy (OAR 635-415-0025(2)(b)(B) & (4)(b)(B)), and the County's decision must be consistent with that rule.

The reason for this requirement in the ODFW Habitat Mitigation Policy is to ensure the mitigation plan will achieve the standard of no net loss of habitat quantity and quality (for Category 4 and Category 2 habitat) plus a net benefit of habitat quantity or quality (for Category 2 habitat). For example, if development impacts the habitat starting in Year 1, but the mitigation plan is not implemented until Year 3, there would be two years of impacts to habitat quantity and quality that are not mitigated.

- **Scale.** ODFW recommends that impacts in Category 2 habitat be mitigated at a ratio of 2:1. This mitigation ratio meets the standard of no net loss and a net benefit of habitat quantity and quality. ODFW Habitat Mitigation Policy (OAR 635-415-0025(a)(b)(B)). While a ratio of 1.5:1 provides a ½ acre net benefit to each acre impacted, ODFW continues to argue for a 2:1 mitigation ratio in category 2 impacted habitats. These habitats are limited on the landscape and thus protecting an additional acre of habitat that has been impacted by development should provide the "net benefit" of both habitat

- quantity and quality. Please refer to our figure 1 of the area from our December 26, 2020 letter for added context. ODFW would like to point out the rapid accumulation of impacts to category 2 pronghorn habitat due to multiple solar projects being proposed and approved in the area. It is critical if development proposals are going to continue to impact limited habitat, the mitigation ratio is appropriate in protecting and preserving the amount of habitat so that it provides a net benefit of habitat quantity and quality.

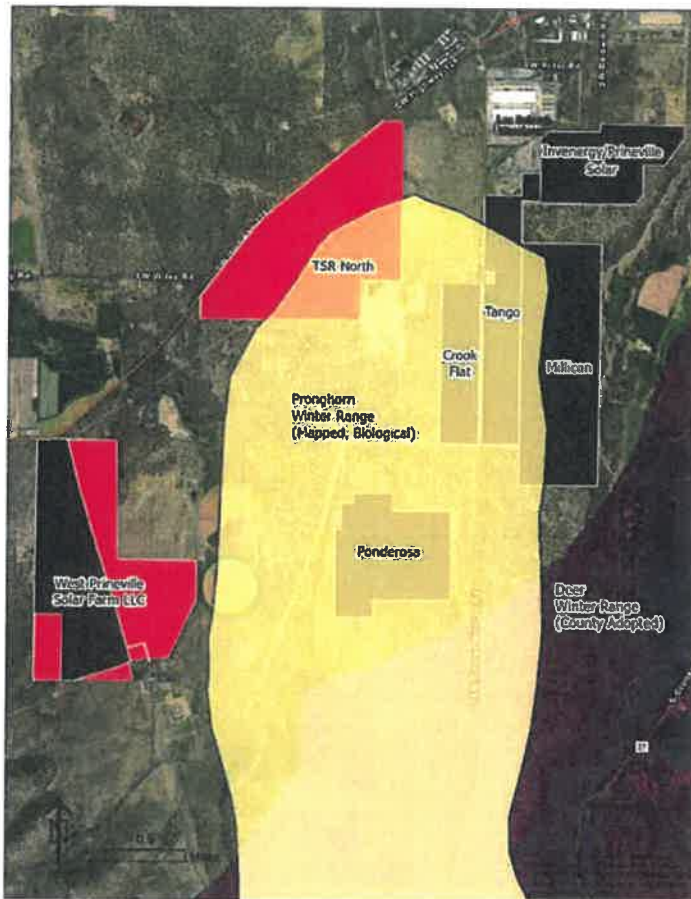


Figure 1. Map of Recently Proposed (Red) and Surrounding County Approved Solar Facilities (Gray).

- **Maintenance and Monitoring.** Likewise, ODFW Habitat Mitigation Policy standards (OAR 635-415-0025(a)(b)(B), OAR 635-415-0020(e)) require that the mitigation plan include a monitoring plan and maintenance plan for the mitigation site. In addition to the monitoring and maintenance required by the Planning Commission, ODFW recommends an annual grass monitoring and maintenance plan for the mitigation site to assure the mitigation site is still functioning wildlife habitat and not degraded due to invasion of annual grasses after the juniper treatment has occurred.
- **Durability.** To achieve the mitigation standard, the mitigation site must provide functioning habitat for the duration of impacts from the Project.
 - **Prevent conflicting uses.** The purpose of the mitigation site is to replace lost habitat quantity and quality. To accomplish this, the durability instrument must prohibit uses that conflict with the habitat purpose. These include: (i) increased grazing above levels approved under existing grazing management plans unless otherwise approved in writing by ODFW; (ii) all

nonagricultural uses unless agreed to by ODFW; (iii) grading, mowing, blading, or expansion of impervious surfaces or access road networks, and (iv) divisions of the mitigation site.

Ensure mitigation site provides habitat for the same duration of time that the Project occupies the current habitat, which must include reclamation time. When the Project stops producing energy, it will take time to remove the panels and for the land to revegetate and provide any functioning habitat for wildlife. The Project is still impacting the habitat during this time, and so to meet the mitigation standards the mitigation site must provide replacement habitat until the Project stops impacting habitat. To address these concerns, ODFW recommends that the County Court amend Condition of Approval 20 adopted by the Planning Commission to specifically state the required duration of the mitigation site.

ODFW recommended changes to Condition 20 below in **RED**.

CONDITION 20

20. The Applicant shall conduct mitigation for impacts to the Project site as follows:

a. The Applicant will implement migratory bird conservation measures to conduct vegetation removal and construction activities from August 2 – February 28 to avoid impacts to active nest sites (March 1 – August 1) or to monitor for nest sites if construction occurs during normal nesting periods.

b. Implement Mitigation Option 1 (juniper removal). Prior to Site clearing and grading, the Applicant shall submit the following information for a juniper removal project:

Location – The Applicant shall provide location information (map and tax lot number) for a juniper removal project located within pronghorn winter range identified on ODFW's maps within Crook County. The Applicant shall identify the Project acreage.

Timing – Mitigation shall be implemented and completed either prior to or concurrent with development impacts.

Scale – The Applicant shall perform juniper removal on the number of acres disturbed by the TSR North project, including the associated transmission line that occurs with the approximately 220-acre portion of the site within mapped pronghorn winter range. The area within the 500 feet of the boundary of the adjacent aggregate site, as measured from the boundary of the mining area permitted by the Oregon Department of Geology and Mineral Industries, shall be excluded from the acreage requirement. The area within ODFW's mapped pronghorn habitat (approximately 220 acres) is characterized as category 2 habitat and shall be mitigated at a ratio of 2 acres to 1 acre disturbed. The remainder of the acreage (approximately 365 acres) is characterized as category 4 habitat and shall be mitigated at a ratio of 1 to 1.

Maintenance – The Applicant agrees to revisit and conduct additional juniper removal as needed in consecutive intervals of 12 years following the initial treatment or to the standard specified by the U.S. Department of Agriculture's Natural Resources Conservation Service, whichever is shorter. Noxious weed monitoring and treatment shall also be maintained on a biennial basis.

Durability – Before site clearing or grading at the TSR North site, the Applicant shall provide Crook County Community Development with a fully executed instrument preventing development and uses conflicting with habitat function on the mitigation site for at least the duration of the Project impacts (construction through site reclamation), including but not limited to a working lands agreement, a deed or outright purchase agreement, or a conservation easement. Uses conflicting with habitat function include (i) increased grazing above levels approved under existing grazing management plans unless otherwise approved in writing by ODFW; (ii) all nonagricultural uses unless agreed to by ODFW; (iii) grading, mowing, blading, or expansion of impervious surfaces or access road networks, and (iv) divisions of the mitigation site.

Monitoring – The Applicant shall submit a monitoring plan prior to site clearing and grading to demonstrate the efficacy of the one-time juniper clearing project. This shall include "before" and "after" photos of the site and reports on juniper regrowth during the initial 12-year period. Applicant shall submit a biennial report on noxious weed monitoring and treatment.

c. Implement Mitigation Option 2 (One-time Fee-in-lieu payment). If the Applicant elects to implement Option 2, the Applicant shall make a one-time mitigation payment to a qualified conservation organization, based on the formula identified in the Applicant's wildlife mitigation plan and applying the ratios and acreage requirements listed for option 1 (condition 20.b). Documentation of said payment shall be submitted to Crook County Community Development before site clearing and grading at the TSR North site. The Planning Commission supports the project proposed by the Crook County Soil and Water Conservation District (Exhibit 6). If that project is not feasible, another project within Crook County would be considered by the Crook County Planning Director or the Planning Commission.

d. Prior to site clearing and grading, the Applicant shall submit a checklist to the Planning Director to demonstrate that it has met all outstanding conditions of approval. This checklist shall include information on the option chosen for mitigation of wildlife habitat loss and information on how mitigation has been/will be implemented.

ODFW appreciates the opportunity to work with Crook County and the applicant to get this application meeting the standards of approval. Thank you for the opportunity to comment and for your continued commitment to protecting Crook County's fish and wildlife habitat resources. Should you have any questions or require additional information, I can be reached at (541) 447-5111 x26 or by e-mail at greg.s.jackle@state.or.us.

Sincerely,



Greg Jackle
District Wildlife Biologist
ODFW – Ochoco District

Attachments – December 26, 2020 letter, and February 24, 2021 letter

cc. Sarah Reif, Joy Vaughn, Sara Gregory, Mike Harrington – ODFW
Erin Donald - ODOJ



Oregon

Kate Brown, Governor

Department of Fish and Wildlife
 Prineville Field Office
 East Region
 2042 SE Paulina Hwy.
 Prineville, OR 97754
 (541) 447-5111
 FAX (541) 447-8065
www.dfw.state.or.us

December 16, 2020

Ann Beier, Crook County Planning Director
 Community Development
 300 NE 3rd Street, Room 12
 Prineville, OR 97754

RE: Conditional Use – TSR North Solar Energy Facility Modification Number 217-20-000581-PLNG (Mitigation Plan Version 4, June 10, 2020)

Dear Ms. Beier,

The purpose of this letter is for the Oregon Department of Fish and Wildlife (ODFW) to provide formal comments to the Crook County Planning Commission on Record Number 217-20-000581-PLNG, TSR North Solar Energy Facility Modification (Project). The Applicant is requesting approval to modify Permit 217-19-000378-PLNG for a photovoltaic power generating facility from 320 to up to 585 acres. This expansion triggers 2019 Oregon House Bill 2329, now codified at ORS 215.446.

This letter begins by describing the Project site and providing an overview of the applicable law. As the Planning Commission is aware, ORS 215.446 is a new statute that very few solar projects have triggered. While the Crook County Code (CCC 18.16.060(3)(h)(vi)) requires appropriate mitigation for adverse impacts on wildlife habitat from solar development that occupies up to 320-acres, the mitigation required by ORS 215.446, which must be consistent with the Fish and Wildlife Habitat Mitigation Policy (Mitigation Policy; codified at OAR chapter 635, division 415), is different. ORS 215.446 projects can occupy between 320 and 1,920 acres, and the applicable mitigation goals and standards that apply to these larger projects are more tailored than the one size fits all standard in CCC 18.16.060(3)(h)(vi).¹ Mitigation plans for projects under ORS 215.446 must adhere to a higher level of specificity consistent with the Mitigation Policy and demonstrate that the planned mitigation will achieve the applicable mitigation goals and standards. For Crook County, this means that past precedent on mitigation

¹ The mitigation goal for all solar projects governed by CCC 18.16.060(3)(h)(vi) is that project specific mitigation offset the potential adverse effects of the facility. This applies to impacts to big game winter range, and all other types of protected habitat.

plan approvals may not comply with the new law. This is not because Crook County's past mitigation approvals have been deficient—it is because the Legislature adopted a new law.

After describing the Project site and the applicable law, this letter describes ODFW's concerns with the Applicant's draft mitigation plan (Plan) including those specific to the three mitigation options included in the Plan. To the best of its ability, ODFW has provided recommendations on how the Plan could be amended to be consistent with the Mitigation Policy, as required by ORS 215.446. Please do not hesitate to contact ODFW representatives with any questions or if additional information would be helpful.

Project Site Description

The Project site is 585-acres. This includes approximately 220 acres of mapped pronghorn winter range (Figure 1) and, as records of wildlife vehicle collisions confirm, is within an important big game movement corridor (Figure 2). In addition, ODFW District Wildlife Biologists have observed that the entire 585-acre site generally serves as habitat for a variety of wildlife including reptiles, small mammals, and migratory birds. The site is uncultivated and non-irrigated and comprised of sagebrush and juniper steppe woodland in good functioning condition despite the presence of grazing and a nearby gravel pit.

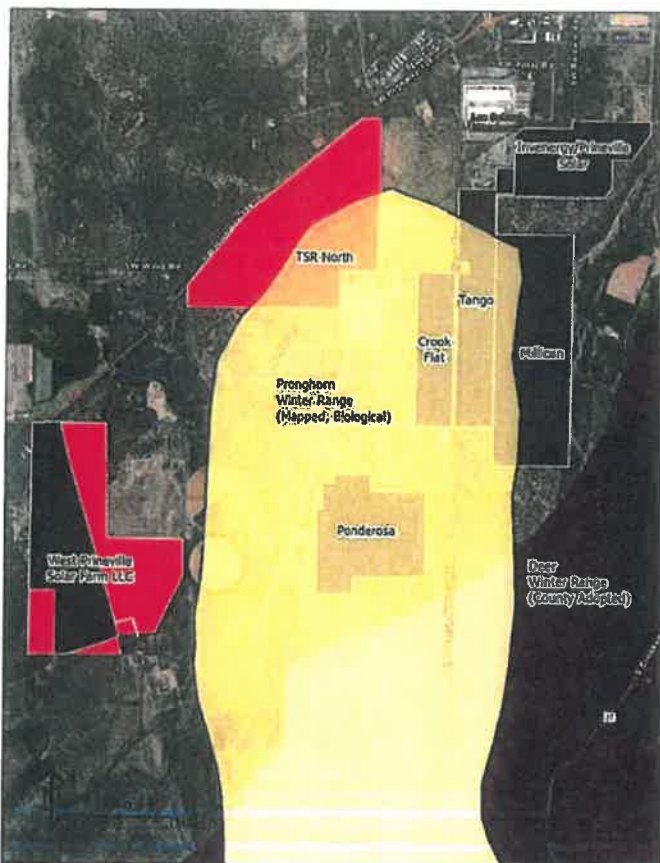


Figure 1. Map of Recently Proposed (Red) and Surrounding County Approved Solar Facilities (Gray).

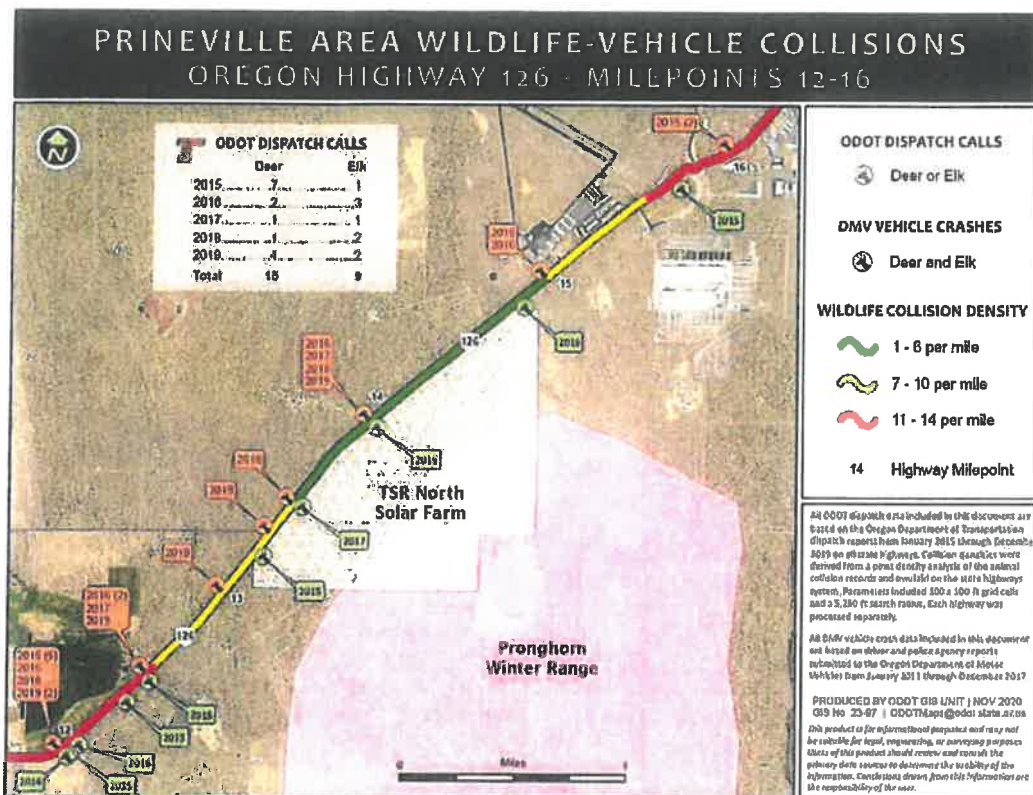


Figure 2. Map of ODOT recorded Wildlife Vehicle Collisions adjacent to project site 2015-2019.

Overview of ORS 215.446 (HB 2329 (2019) and the Fish and Wildlife Habitat Mitigation Policy (OAR chapter 635, division 415)

As stated above, the Project is governed by ORS 215.446 because it exceeds 320 acres. With respect to impacts to fish and wildlife habitat, and as relevant here, ORS 215.446(2) and (3)(a) read:

- (2) An application for a land use permit to establish a renewable energy facility must be made under ORS 215.416. An applicant must demonstrate to the satisfaction of the county that the renewable energy facility meets the standards under subsection (3) of this section.
- (3) In order to issue a permit, the county shall require that the applicant:
 - (a)(A) Consult with the State Department of Fish and Wildlife, prior to submitting a final application to the county, regarding fish and wildlife habitat impacts and any mitigation plan that is necessary;
 - (B) Conduct a habitat assessment of the proposed development site;

(C) Develop a mitigation plan to address significant fish and wildlife habitat impacts consistent with the administrative rules adopted by the State Fish and Wildlife Commission for the purposes of implementing ORS 496.012; and

(D) Follow administrative rules adopted by the State Fish and Wildlife Commission and rules adopted by the Land Conservation and Development Commission to implement the Oregon Sage-Grouse Action Plan and Executive Order 15-18.

ORS 215.446(3)(a) begins by requiring that an applicant consult with ODFW regarding fish and wildlife habitat impacts and any mitigation plan that is necessary prior to submitting a final application to the county. Also, an applicant must conduct a habitat assessment of the proposed development site. The statute is not specific as to what amount of consultation is sufficient, and what constitutes an acceptable habitat assessment. These each must be done “to the satisfaction of the county.”²

Moving on to ORS 215.446(3)(a)(C), an applicant must develop a mitigation plan to address significant fish and wildlife habitat impacts consistent with certain administrative rules adopted by the Fish and Wildlife Commission for the purpose of preventing serious depletion of any native wildlife and to provide the optimum recreation and aesthetic benefits for present and future generations of Oregonians.³ So, while a mitigation plan must be “to the satisfaction of the county,” because of the additional statutory requirement that a mitigation plan be “consistent with” the Fish and Wildlife Commission’s administrative rules, a county may not be satisfied with a mitigation plan that is inconsistent with those administrative rules.

The administrative rules to which ORS 215.446(3)(a)(C) refers are in OAR chapter 635, division 415, and are referred to as the ODFW Habitat Mitigation Policy (Mitigation Policy). The Mitigation Policy applies to mitigation that ODFW requires, or to ODFW’s recommendations to other permitting entities on appropriate mitigation, depending on the context in which they are invoked. Consistency with the Mitigation Policy has long been required for solar projects on non-arable land above 320-acres—ORS 215.446 did not change that. Before ORS 215.446, the Energy Facility Siting Council (EFSC) had jurisdiction to approve facilities of that size. The EFSC standard required that mitigation for those facilities be “consistent with * * *the general fish and wildlife habitat mitigation goals and standards of OAR 635-415-0025(1) through (6).”⁴ With the adoption of ORS 215.446, the Legislature shifted jurisdiction to permit solar facilities that will occupy between 320 and 1920 acres of nonarable lands from EFSC to the counties. While the permitting authority changed, the requirement that mitigation for impacts from the facility to fish and wildlife habitat did not because ORS 215.446(3)(a)(C) also requires that a mitigation plan be consistent with the Mitigation Policy (which includes OAR 635-415-0025(1) through (6)). ODFW’s role when EFSC or a county is deciding whether to permit solar

² ORS 215.446(2).

³ ORS 496.012.

⁴ OAR 345-022-0060.

facilities is to make recommendations on whether a proposed mitigation plan is consistent with the Mitigation Policy. That is the purpose of this letter.

Generally, the Mitigation Policy defines and categorizes habitat types based on the function they provide to wildlife species, how plentiful each type of habitat is in Oregon, and how difficult it is to replace it through mitigation.⁵ The Mitigation Policy then assigns a mitigation goal to each habitat category, and includes standards to achieve that goal. As would be expected, the mitigation goal for impacts to more important, less available, and less replaceable habitat types is more stringent than the mitigation goal for impacts to less important, plentiful, and easily recreated habitat types. The mitigation goals and standards that apply to Category 2 and 4 habitats, the categories of habitat that the Project would impact, are as follows:

- (2) "Habitat Category 2" is essential habitat for a fish or wildlife species, population, or unique assemblage of species and is limited either on a physiographic province or site-specific basis depending on the individual species, population or unique assemblage.
- (a) The mitigation goal if impacts are unavoidable, is no net loss of either habitat quantity or quality and to provide a net benefit of habitat quantity or quality.
- (b) The Department shall act to achieve the mitigation goal for Category 2 habitat by recommending or requiring;
- (A) Avoidance of impacts through alternatives to the proposed development action; or
- (B) Mitigation of impacts, if unavoidable, through reliable, in-kind, in-proximity habitat mitigation to achieve no net loss of either pre-development habitat quantity or quality. In addition, a net benefit of habitat quantity or quality must be provided. Progress towards achieving the mitigation goals and standards shall be reported on a schedule agreed to in the mitigation plan performance measures. The fish and wildlife mitigation measures shall be implemented and completed either prior to or concurrent with the development action.
- (c) If neither 635-415-0025(2)(b)(A) or (B) can be achieved, the Department shall recommend against or shall not authorize the proposed development action.⁶
- (4) "Habitat Category 4" is important habitat for fish and wildlife species.

⁵ OAR 635-415-0005; OAR 635-415-0025.

⁶ OAR 635-415-0025(2).

- (a) The mitigation goal is no net loss in either existing habitat quantity or quality.
- (b) The Department staff shall act to achieve the mitigation goal for Category 4 habitat by recommending or requiring:
 - (A) Avoidance of impacts through alternatives to the proposed development action; or
 - (B) Mitigation of impacts, if unavoidable, through reliable in-kind or out-of-kind, in-proximity or off-proximity habitat mitigation to achieve no net loss in either pre-development habitat quantity or quality. Progress towards achieving the mitigation goals and standards shall be reported on a schedule agreed to in the mitigation plan performance measures. The fish and wildlife mitigation measures shall be implemented and completed either prior to or concurrent with the development action.
- (c) If neither 635-415-0025(4)(b)(A) or (B) can be achieved, the Department shall recommend against or shall not authorize the proposed development action.⁷

Using the Category 2 goals and standards as the example, to be consistent with the requirements of OAR 635-415-0025(2), and therefore comply with ORS 215.446(3)(a)(C), an applicant must develop a mitigation plan that will achieve the mitigation goal of “no net loss of either habitat quantity or quality, and to provide a net benefit of habitat quantity or quality.”⁸ The mitigation plan must also be consistent with the applicable mitigation standards, including that mitigation must be in-kind⁹ and in-proximity,¹⁰ there must be progress reports on the performance measures, and mitigation must be implemented and completed prior to or concurrent with the development action.¹¹

Importantly, a mitigation ratio of mitigation acres to impacted acres (*e.g.* 2 mitigation acres: 1 impacted acre) is not itself sufficient to demonstrate compliance with the mitigation goal. While a mitigation ratio is an important component to demonstrating that the project won’t result in a net loss of habitat *quantity*,¹² the applicant must also demonstrate that the project will

⁷ OAR 635-415-0025(4).

⁸ OAR 635-415-0025(2)(a).

⁹ “In kind Habitat Mitigation” means habitat mitigation measure which recreate similar habitat structure and function to that existing prior to the development action. OAR 635-415-0005(12).

¹⁰ “In proximity Habitat Mitigation” means habitat mitigation measures undertaken within or approximate to areas affected by a development action. OAR 635-415-0005(13).

¹¹ OAR 635-415-0025(2)(b)(B).

¹² “Habitat quantity” means the amount of a given habitat type. OAR 635-415-0005(6).

not result in a net loss of habitat *quality*.¹³ (And for impacts to Category 2 habitat, a net benefit of habitat quantity or quality is also required.) For there to be no net loss of habitat quality, it is necessary to compare the quality of the impacted habitat with the quality of the habitat at the site proposed for mitigation to ensure that no habitat quality is lost, and to demonstrate that planned habitat improvements at the mitigation site are appropriate and reliable to ensure no net loss. To accurately make this comparison, it is necessary to have an identified mitigation site, or a suite of potential mitigation sites to achieve sufficient acreage.

Further, for a mitigation plan to achieve the mitigation goal, it must ensure that the habitat improvements will persist for the same duration as the development. In this case, the Applicant anticipates that the Project will impact wildlife habitat for the 40-year life of the facility, plus the time it takes to reclaim the habitat. This means that a mitigation site must be secured from future development and other uses inconsistent with functioning wildlife habitat for that same amount of time. And, because not all mitigation work is successful, a mitigation plan must include monitoring of the initial treatment/habitat improvement, retreatment if necessary, and performance measures including a reporting schedule and success criteria. Without these components, a mitigation plan does not satisfactorily ensure that the benefits of a mitigation project will last for 40-plus years, and therefore does not demonstrate achievement of the mitigation goal or compliance with the mitigation standards.

The Mitigation Policy sets out the components of a mitigation plan that are necessary to provide evidentiary support for compliance with the mitigation goals and standards:

(8) In addition to any other information that may be required by law, a written mitigation plan prepared for the Department shall:

(a) Include the information required in OAR 635-415-0020(4)(a)-(d) [which is (a) the location, physical and operational characteristics, and duration of the proposed development action; and (b) the alternatives to the proposed development action; and (c) the fish and wildlife species and habitats which will be affected by the proposed development action; and (d) the nature, extent and duration of impacts expected to result from the proposed development action];

(b) Describe the mitigation actions which shall be taken to achieve the fish and wildlife habitat mitigation goals and standards of OAR 635-415-0025; and

(c) Describe and map the location of [t]he development action and mitigation actions including the latitude and longitude, township, range, section, quartersection and county; and

¹³ "Habitat quality" means the relative importance of a habitat with regard to its ability to influence species presence and support the life-cycle requirements of the fish and wildlife species that use it. OAR 635-415-0005(7).

- (d) Complement and not diminish mitigation provided for previous development actions; and
- (e) Include protocols and methods, and a reporting schedule for monitoring the effectiveness of mitigation measures. Monitoring efforts shall continue for a duration and at a frequency needed to ensure that the goals and standards in OAR 635-415-0025 are met, unless [ODFW] determines that no significant benefit would result from such monitoring; and
- (f) Provide for future modification of mitigation measures that may be required to meet the goals and standards of OAR 635-415-0025; and
- (g) Be effective throughout the project life or the duration of project impacts whichever is greater;
- (h) Contain mitigation plan performance measures; including:
 - (A) Success Criteria. The mitigation plan must clearly define the methods to meet mitigation goals and standards and list the criteria for measuring success;
 - (B) Criteria and a timeline for formal determination that the mitigation goals and standards have been met;
 - (C) Provisions for long-term protection and management of the site if appropriate;
 - (D) A reporting schedule for identifying progress toward achieving the mitigation goals and standards and any modification of mitigation measures. Mitigation goals and standards must be achieved within a reasonable time frame to benefit the affected fish and wildlife species.¹⁴

Agency Consultation and Habitat Assessment

The property owner's agent (Applicant) discussed the Project, as well as potential mitigation options, with ODFW on March 2 and 19 and May 5, 2020, and submitted their Draft Wildlife Conservation Plan Version 4 to ODFW on June 10, 2020. ODFW provided feedback to the Applicant on July 24, which is attached to this letter as evidence of good-faith consultation between both parties. At that time, ODFW expressed concerns with the draft Plan relating to its habitat categorization, the lack of specificity, and insufficient demonstration of adequate, reliable, and durable mitigation consistent with the Mitigation Policy and therefore inconsistency with ORS 215.446. ODFW received an e-mail on December 7, 2020, prior to a phone call with

¹⁴ OAR 635-415-0020(8).

the Applicant and the Crook County Planning Staff discussing the mitigation plan. At the time of this letter, ODFW has not received a revised plan and therefore the comments herein still refer to the June 10 draft.

The Applicant also conducted a habitat assessment. As described below, ODFW disagrees with Applicant's habitat assessment and proposed categorization. In short, the Applicant proposes to categorize the acres outside pronghorn winter range (Figure 1) as Category 6 habitat, which traditionally applies to paved parking lots, industrial brownfields, and heavily-tilled agriculture monocrops. The appropriate categorization is Category 2 for the pronghorn winter range, and Category 4 for the remainder of the impacted habitat.

Mitigation Plan Consistency with the ODFW Habitat Mitigation Policy

In its current state, the Plan is not consistent with the Mitigation Policy. As explained below, there are fundamental, overarching problems with (1) the limited number of acres the Plan proposes to mitigate; (2) the habitat assessment; (3) the proposed mitigation ratio; and (4) the lack of any specificity for the revegetation plan.

Regarding the Plan's three options, the mitigation proposed in Option 1—juniper treatment—lacks the necessary specificity. The mitigation proposed in Option 2—payment to provide—is promising and could be approved with conditions. Finally, the mitigation proposed in Option 3—alternate mitigation agreed to by ODFW—is a complete unknown, and there is no way the County could find that it complies with ORS 215.446 and is consistent with the Mitigation Policy. Therefore, ODFW recommends the County reject Option 3.

Acres of Impact

The Plan states that Applicant “has agreed to mitigate impacts to big game habitat on non-previously permitted incremental acres that will be permanently impacted by construction and operation of the Project, not to exceed 220 acres, by either one of three options presented below, such that there is no net loss of habitat quantity.”¹⁵ To be consistent with the ODFW Habitat Mitigation Policy as required by ORS 215.446(3)(a)(C), the Applicant must mitigate for the entire amount of wildlife habitat that the Project would impact, which is 585 acres.

Capping the mitigation acreage at 220 acres, which is the amount of pronghorn winter range that the Applicant anticipates the Project will impact, indicates a lack of understanding that mitigation is required for impacts to wildlife habitat beyond mapped big game winter range. The Mitigation Policy is in no way so limited, and to the extent it is relevant, neither is CCC 18.16.060(3)(h)(vi).^{16, 17} CCC 18.16.060(3)(h)(vi) requires mitigation if the potential exists for

¹⁵ TSR North Solar Farm LLC, Wildlife Mitigation Plan, v. 4 June 10, 2020, page 6.

¹⁶ CCC 18.16.060(3)(h)(vi) provides in relevant part: “If the applicant's site assessment shows that adverse effects cannot be avoided, the applicant and the appropriate wildlife management agency will cooperatively develop an agreement for project-specific mitigation to offset the potential adverse effects of the facility.”

¹⁷ Because the County must take an exception to Statewide Planning Goal 3 to approve this CUP, the comprehensive plan policies and land use regulations that implement Goal 3, such as CCC 18.16.060(3)(h)(vi), will not apply. See *Friends of Marion County v. Marion County*, 59 Or LUBA 323, 350-51 (2009) (stating that when a goal exception is taken to facilitate proposed development, any comprehensive plan policies and land use regulations that implement

adverse effects to big game winter range. As the County recently explained, “a solar project site that is directly adjacent to pronghorn winter range and within an important elk movement corridor and generally serves as important habitat for a variety of wildlife including reptiles, small mammals and migratory birds” “has the potential to adversely affect big game winter range and the movement corridor, sufficiently triggering [CCC 18.16.060(3)(h)(vi)] by its plain terms.”

¹⁸ The habitat that the proposed Project would impact is the same as described in the County’s interpretation of CCC 18.16.060(3)(h)(vi), so mitigation for the full acres of impact is required by both ORS 215.446 and CCC 18.16.060(3)(h)(vi).

The Planning Commission approved the original CUP for this Project despite the Applicant having submitted no mitigation plan. Instead, that final decision states that “[t]he Applicant is working with the Oregon Department of Fish and Wildlife (ODFW) to determine mitigation requirements and will submit a wildlife mitigation plan for review and approval by the County and ODFW prior to site clearing and grading.”¹⁹ The original project approved the 320 acre site plan to be developed anywhere within the 585 parcel, with no indication as to whether impacts would occur on the pronghorn winter range or on the adjacent Category 4 habitats. Now the Applicant is proposing to develop up to 585 acres. To be consistent with the Mitigation Policy, the Applicant’s Plan must mitigate for impacts to all 585 acres of wildlife habitat.

ODFW Recommendation: The County should only approve a mitigation plan that mitigates for the full impacts of the Project (up to 585-acres)

Habitat Assessment

The Plan does not provide reasonable justification for the classification of the Project site as category 6 (per OAR 635-415-0025) and incorrectly applies an ODFW mitigation flow chart for habitat assessment in their wildlife and sensitive plant review (Exhibit C). The Applicant’s consultant, PBS, incorrectly interprets Step 2 and classifies the habitat as not important for wildlife because it has been grazed by cattle and is near disturbed and developed land. It is worth noting that many wildlife species sustain and persist on landscapes grazed by cattle and near disturbed and developed land. By answering yes on Step 2, the next question becomes whether the habitat is limited or not. In the same paragraph PBS describes that the study area is not unique and similar conditions exist on surrounding lands, i.e. it is not limited (ODFW agrees with this assessment). Thus, correct application of the ODFW mitigation flow chart would categorize the 365 acres of the Project occurring outside the pronghorn winter range boundary as Habitat Category 4. The Project site’s habitat functions and values are not consistent with a Category 6 determination, which, as mentioned above, is reserved for paved parking lots, industrial brownfields, and heavily-tilled agriculture monocrops. ODFW has consistently shared this with the Applicant on multiple projects to date and yet this misclassification remains in the Project’s mitigation plan.

the goal for which the exception is taken no longer govern the development), citing *1000 Friends of Oregon v. LCDC*, 73 Or App 350, 352 (1985). Despite this, ODFW includes the explanation of CCC 18.16.060(3)(h)(vi) because the County recently maintained in the West Prineville Solar Farm decision that that code provision continued to apply to a project governed by ORS 215.446 even though the County approved a Goal 3 exception.

¹⁸ Supplemental Staff Report West Prineville Solar Appeal – 217-20-000375-PLNG, page 2.

¹⁹ Crook County Planning Commission Final Decision – 217.19-000378-PLNG, page 7.

Based on current knowledge of the Project site, ODFW would categorize the 220 acres of pronghorn winter range habitat as Category 2 because of the essential and limited role it plays for this pronghorn herd.²⁰ Pronghorn have been documented to utilize large intact landscapes to satisfy all components of their life history needs, especially for seasonal movements during harsh winters or in search of essential nutrition during the fawning and wintering periods. For more information on the importance of winter range and its crosswalk with the Fish and Wildlife Habitat Mitigation Policy goals, please see the ODFW 2013 Big Game Winter Range White Paper.²¹ Crook County has recognized the importance of pronghorn winter range in neighboring solar projects (Gala, Ponderosa, Tango, Millican, Crook Flat), and has agreed to ODFW's recommendation that it is Category 2 habitat. Solar development will increasingly fragment the northern portion of the mapped pronghorn winter range as approved and planned projects move toward construction, rendering the remaining pronghorn habitats in the area even more essential and limited (Figure 1).

The Project site consists of open sagebrush and sagebrush with juniper encroachment, with sufficient abundance of forb species that pronghorn prefer. Openings created by existing powerline corridors as well as openings classified as historic wetlands (100-year floodplain) are components of pronghorn habitat because of the increased sight-distances pronghorn use to avoid predators (See Applicant's Exhibit C photos). While the bulk of this herd's range is to the South and encompasses a large area of the North Paulina wildlife management unit (WMU), some pronghorn from the Project site attempt to cross highway 126. Small groups have frequently been observed utilizing habitats adjacent to the Prineville regional airport or near the Houston Lakes area of Powell Butte.

In order to achieve the Habitat Category 2 mitigation goal of no net loss plus a net benefit in habitat quality and quantity, ODFW recommends mitigation occur at a 2:1 ratio. However, while ODFW recommends the pronghorn habitat on the impact site be classified as Habitat Category 2, ODFW recognizes the disturbance associated with the gravel pit. In acknowledgement of the decreased habitat function due to the disturbance of the gravel pit, ODFW recommends excluding a 500-foot buffer adjacent to the gravel pit where offsets would not be needed.

As state above, ODFW considers the remaining 365 acres as Category 4 habitat given its importance for a variety of wildlife including reptiles, small mammals, and migratory birds associated with sagebrush-steppe and juniper woodlands (per OAR 635-415-0025) and thus would need to be mitigated to account for the no net loss criteria (1:1 ratio).

ODFW Recommendation: The County should only approve a mitigation plan that categorizes big game winter range as Category 2 habitat and satisfies the goals and standards in OAR 635-415-0025(2); and that categorizes the remaining acreage as Category 4 habitat and is consistent with the goals and standards in OAR 635-415-0025(4).

Mitigation Ratios

²⁰ See 2013 ODFW Oregon Big Game Winter Habitat whitepaper.

²¹ The ODFW 2013 Big Game Winter Range Whitepaper is attached to these comments for inclusion in the record. While the Whitepaper specifically addresses elk and mule deer, the analysis and explanation applies to pronghorn.

The Plan incorrectly states that ODFW agreed that a 1:1 ratio, plus some undetermined buffer, would be an appropriate mitigation ratio for the Project. ODFW made no such agreement. A 1:1 ratio would be appropriate for meeting the no-net-loss mitigation goal for the impacts to the 365 acres of Category 4 sagebrush-juniper steppe, however, ODFW has consistently recommended a mitigation ratio of 2:1 for impacts to Category 2 pronghorn winter range.

Lack of Specificity in Revegetation Plan

The Plan commits to revegetation of temporary disturbance areas with native and desired seed mixes in accordance with a weed plan. However, the Plan does not describe whether and how monitoring of revegetation areas will take place to ensure success, and what criteria will be used to evaluate the success.

ODFW Recommendation: The Plan should include revegetation monitoring and adaptive management to address the risk of revegetation failure and to prevent temporary disturbance areas from becoming areas of permanent habitat loss.

Lack of Specificity in Mitigation Options

The draft Plan proposes three options for mitigation with the specific option to be decided by Applicant at a future date, prior to construction. For the County to approve the CUP, each of the mitigation options proposed in the Plan must be specific enough to support a finding of compliance with the applicable law.²² As the Court of Appeals has explained, without knowing the specifics of any required mitigation measures, there can be no effective evaluation of whether the Project's impacts to wildlife resources will be mitigated in accordance with the applicable standard.²³

In addition, deferring discretionary decision making to a later process without the opportunity for public participation and review is not a permissible approach under Statewide Planning Goal 1,²⁴ and is contrary to the long line of cases in which the Land Use Board of Appeals and the Court of Appeals have remanded decisions by local governments because they deferred discretionary decisions that were necessary to establish compliance with the applicable legal standards to a later process that lacked the rights of public participation and review.²⁵

²² *ODFW v. Lake County*, LUBA Nos. 2019-084/85/86/87/88/93 (April 29, 2020) at 31-32 (stating that compliance with applicable land use regulations be determined in a land use proceeding that offers minimum procedural and participatory rights, and that the required determination of compliance be based upon substantial evidence submitted during the land use proceeding, is one of the fundamental tenets of land use decision-making.); *Gould v. Deschutes County*, 216 Or App at 159.

²³ *Gould v. Deschutes County*, 216 Or App 150, 159 (2007).

²⁴ Statewide Planning Goal 1 is to "develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process." Option 3 is a blatant violation of Goal 1, because there would never be an opportunity for the public to participate in, and seek review of, mitigation pursuant to Option 3.

²⁵ See, e.g., *Van Dyke v. Yamhill County*, LUBA No. 2019-047 (October 11, 2019) at 43 (remanding decision because county "simply punted all determinations regarding fence design, materials, construction etc. to a master planning process that does not offer opportunity for public hearing or other public input"); *Johnson v. City of Gladstone*, 65 Or LUBA 223, 242, 244 (2012) (remanding decision and explaining that "a local government may not simply defer required findings of compliance with applicable approval standards or impose a condition of approval

Option 1

The mitigation proposed in Option 1—juniper treatment—is an appropriate and well-documented means of improving habitat quality to increase the carrying capacity of lands within range of the impacted pronghorn population, among other wildlife impacted by the project (assuring no net loss, and net benefit). However, in addition to ODFW's overarching concerns with the Plan addressed above, Option 1 of the Plan is not sufficiently specific to approve it at this time. Therefore, ODFW recommends that the Planning Commission delay approving Option 1 of the Plan until the Applicant provides evidence of its consistency with the Mitigation Policy. Final approval must occur at a land use hearing infused with participatory rights. Below is ODFW's recommended changes Crook County would need for Option 1 to meet the standards.

- This option describes general habitat improvements that could serve as appropriate mitigation actions. However, the current conceptual proposal is not adequate because it does not provide evidence that mitigation will achieve the applicable goals and standards (Category 2 – OAR 635-415-0025(2); Category 4 - (OAR 635-415-0025(4)). In addition to the overarching concerns addressed above, ODFW notes the following deficiencies, and provides the following recommendations, for Option 1:
 - Map with Specific Mitigation Site. The Plan is deficient because it does not identify a specific mitigation site. A specific site is instrumental to support a finding that mitigation to the required standard will occur. For example, mitigation at a site that is currently high performing will result in less of an offset of impacts to habitat quality than mitigation performed at a low functioning site. Also, the appropriate mitigation methods and treatment prescriptions differ depending on the specific nature of the mitigation site.

ODFW Recommendation: The County should delay final approval until the Applicant has identified one or more mitigation sites, or a suite of potential mitigation sites, on which it will perform the juniper treatment. That site(s) should be:

- For the 220-acres of impact to pronghorn winter range, included in ODFW-mapped big game winter range for pronghorn;
- Sage-brush and/or bitterbrush dominant habitat;

that the required finding be made in the future without providing a right of public participation"); *Friends of Marion County v. Marion County*, 59 Or LUBA 323, 354-55 (holding that a county errs in failing to address whether a mitigation plan for a destination resort is consistent with applicable comprehensive plan policies governing wildlife protection, and instead finding that issues raised regarding compliance with those policies will be addressed by requiring the applicant to obtain approval of the plan from ODFW); *McKay Creek Valley Ass'n v. Washington County*, 24 Or LUBA 187, 198 (1992), *aff'd*, 118 Or App 543 (1993) (stating "A local government may, by imposing conditions or otherwise, defer a final determination concerning compliance with an applicable permit approval standard to a later state. However, if the decision to be made at a later stage is itself discretionary, the approval process for the alter stage must provide the statutorily-required notice and opportunity for hearing, even though the local code may not require such notice and hearing in other circumstances.").

- Currently underperforming so that mitigation actions (habitat improvements) will achieve increased function commensurate with lost habitat function from development impacts;
 - Adequately connected to other habitat in the lands adjacent to the mitigation property (*e.g.* not between a subdivision and a highway);
 - In Crook County (required for the Category 2 impacts, preferable for the Category 4 impacts)
- Scale. As detailed above, the Plan is deficient because it proposes a mitigation ratio of 1:1 for all impacts of the proposed facility.

ODFW Recommendation: The County should only approve a mitigation plan that mitigates for impacts to pronghorn winter range (220 acres) at a 2:1 ratio (less a 500-foot buffer adjacent to the gravel pit). ODFW agrees with the proposed 1:1 ratio for impacts to the remaining 365 acres of Category 4 habitat.

- Maintenance. The Plan is deficient because it does not provide any specific requirements for maintenance. Not all juniper treatment is successful and invasive weeds can encroach the treatment area, so maintenance is necessary to ensure the mitigation goal is achieved.

ODFW Recommendation: The County should only approve a mitigation plan that requires the Applicant to contract to have newly established juniper in cut units removed 12 years after the original mitigation treatment, and that establishes weed monitoring and treatment for the life of the development's impacts.

- Durability. The Plan is deficient because it does not include the specificity to ensure the benefits of the mitigation project persist on the landscape for the duration of the project impacts – anticipated to be 40 years, plus the time it takes to reclaim the site into functioning habitat. While the Plan states that durability could be achieved by an outright purchase of the mitigation site or a conservation easement, it also allows for more vague instruments like “a working lands agreement, or other materially similar restriction” without providing any specificity on the instrument or whether the County will review and approve it.

ODFW Recommendation: The County either (1) approve a mitigation plan subject to a condition that the Applicant either purchase the mitigation site or secure it with a conservation easement consistent with ORS 271.715 – 271.795; or (2) delay final approval until the Applicant demonstrates through a legally enforceable agreement between the landowner and the entity responsible for the mitigation that defines

prohibited/allowable uses consistent with the wildlife habitat mitigation goals in the Plan.

ODFW Recommendation: Crook County require at least a template for the durability instrument at the time of final project approval. In addition, ODFW requests the opportunity to review the terms of the durability instrument to assure that the standard of no net loss and net benefit is achieved and that the area identified is protected as a mitigation site for the life of the Projects' impacts (to include reclamation time at the impact site). At a minimum, the template should address the following:

- Mutual commitment from the landowner and the applicant to maintain the habitat goals of the Plan as approved by Crook County;
 - Clearly identified conflicting uses that would be restricted by the agreement;
 - The term of the agreement to include the life of the facility, and the period of decommissioning and reclamation;
 - A clearly identified third party responsible for monitoring and enforcement;
 - Access to the County and ODFW for secondary monitoring and enforcement (note: this is not a suggestion that ODFW be responsible for monitoring).
- Monitoring Plan. The Plan is deficient because it does not include a monitoring plan or performance measures, including success criteria. Rather, the Plan proposes developing these components of the mitigation plan as part of the "Final Mitigation Plan" prior to construction.

ODFW Recommendation: The County should delay final approval until the Plan includes a monitoring plan so that there is evidence to support a finding that the Plan will achieve the mitigation goals and standards. An effective monitoring plan must include:

- Identification of party responsible for mitigation;
- A baseline assessment of habitat and vegetation conditions in the mitigation action areas;
- Protocols and methods for monitoring allowable uses on the mitigation site;
- Protocols and methods for monitoring vegetation and success of mitigation actions;
- Provide for future modification of mitigation measures, after consultation with ODFW, that may be required to meet the applicable standards;
- Be effective throughout the life of the project, including reclamation;

- Include clearly defined methods and criteria for measuring success, developed in consultation with ODFW;
- A timeline for formal determination that the mitigation goals and standards are met, developed in consultation with ODFW; and
- A process established for remedial actions to be identified and agreed upon by the Applicant, Crook County, and ODFW in the event success criteria are not achieved.

Option 2

Option 2, Applicant's payment to provide option, is more consistent with the Mitigation Policy and specifically OAR 635-415-0025(7)(a-b).

- (7) [ODFW] may consider the use of mitigation banks or payment-to-provide mitigation based on the nature, extent, and duration of the impact and/or the risk of the mitigation plan not achieving mitigation goals.
 - (a) [ODFW] may consider the use of mitigation banks and payment-to-provide mitigation only for habitat categories two through six and only if they are consistent with the mitigation goals and standards identified in OAR 635-415-0025
 - (b) The amount of payment-to-provide mitigation, recommended or required, shall include at a minimum the cost of property acquisition, mitigation actions, maintenance, monitoring, and any other actions needed for the long term protection and management of the mitigation site.

ODFW finds the mitigation formula submitted as part of this mitigation plan to be consistent with OAR 635-415-0025(7)(b). ODFW agreed to this option with the first HB 2329 project to be completed in the State of Oregon with the Millican Solar Wildlife Conservation Strategy expansion (approved by Crook County in January 2020 – 217-19-0012228-PLNG) and has confirmed that at this time the calculation is still appropriate. The Applicant has two options utilizing a payment-to-provide option: one with Deschutes Land Trust and the other with Crook County and the Crook County Soil and Water Conservation District (SWCD). Both of these options have ODFW concurrence that they meet OAR 635-415-0025 (7) if the following details are provided:

- Map with Specific Site for Mitigation. To ensure that mitigation will achieve the required standard, it is necessary to select an appropriate site. For the Project, an appropriate site must contain the following features: (1) it must contain sufficient acreage to offset the impacts to pronghorn winter range as mapped by ODFW as well as the Category 4 habitat, and (2) it must be in need of reasonable and appropriate habitat improvements.
- **ODFW Recommendation: The County should condition approval upon the Applicant providing a map indicating the specific location of available habitat improvement projects that could serve as mitigation sites on Aspen Valley Ranch or at SWCD project sites, prior to issuance of a building**

permit. In addition, Applicant should submit documentation regarding whether Deschutes Land Trust or SWCD, after coordination with ODFW, supports use of the specific sites because they contain the appropriate features listed above. In the event there are no longer available mitigation options at Aspen Valley Ranch or on SWCD project sites, ODFW recommends a revised mitigation plan for Crook County approval subject to additional public participation and review.

- **Monitoring Plan.** A mitigation monitoring plan is necessary to ensure that the mitigation performs and the mitigation standard is achieved. To be effective, a mitigation monitoring plan must include:
 - Identification of party responsible for mitigation;
 - A baseline assessment of habitat and vegetation conditions in the mitigation action areas within Aspen Valley Ranch;
 - Protocols and methods for monitoring allowable uses of the Conservation Easement;
 - Protocols and methods of monitoring vegetation and success of mitigation actions;
 - Provide for future modification of mitigation measures, after consultation with ODFW, that may be required to achieve the mitigation standard;
 - Be effective throughout the life of the project, including reclamation;
 - Include clearly defined methods and criteria for measuring success, developed in consultation with ODFW;
 - A timeline for formal determination that the mitigation goals and standards are met;
 - A process established for remedial actions to be identified and agreed upon by all parties (Applicant, Crook County and ODFW) in the event success criteria are not achieved.
- **ODFW Recommendation: The County should condition approval upon Applicant providing a Monitoring Plan consistent with the criteria outlined above, prior to issuance of a building permit.**

Option 3

Option 3, is referred to as Alternative Mitigation Measures Agreed to by ODFW. While ODFW understands it is a convenient option for the Applicant, Option 3 is not appropriate because it provides no information whatsoever on what the mitigation might entail, and there would never be an opportunity for public participation and review. As the County eloquently described a previous submittal from the Applicant that included an identical Option 3: “Option 3 is a plan to make a plan.” It proposes some to-be-determined mitigation measures, which ODFW “shall reasonably approve.” Option 3 suffers from the same legal problems as Option 1, but to the most extreme extent. If the Applicant prefers a new mitigation approach when the time comes to build the Project, Applicant can seek a CUP modification with the new mitigation proposal.

ODFW Recommendation: The County should reject Option 3.

ODFW Recommendation on the Planning Commission's Decision

At this time, the Plan does not provide the specific mitigation to warrant approval of this CUP. The mitigation approach proposed in Option 2 is sufficient to meet the applicable criteria if the County conditions its approval on Option 2 only, requires a future public process if no mitigation acreage exists at AVR or on SWCD project sites when the Applicant applies for a building permit, and requires an appropriate mitigation ratio for the two categories of impacted habitat. Specifically, impacts to pronghorn winter range (anticipated to be 220 acres) should be mitigated using the 2:1 ration, while impacts to the remaining 365 acres can be mitigation at 1:1. With those adjustment, it is appropriate for the County to approve Option 2.

The mitigation proposed in Option 1 is largely conceptual. To approve Option 1, the County should consider the proposal at a future public hearing after the Applicant has developed that option so there is evidence of compliance with ORS 215.446 and consistency with the ODFW Habitat Mitigation Policy. As for Option 3, there is no way to make it approvable, and the County should reject it.

Thank you for the opportunity to comment, and for your continued commitment to protecting Crook County's fish and wildlife habitat resources. Should you have any questions or require additional information, I can be reached at (541) 447-5111 x26 or by email at greg.s.jackle@state.or.us.

Sincerely,



Greg Jackle
District Wildlife Biologist
ODFW – Ochoco District

cc. Sarah Reif, Joy Vaughan, Sara Gregory, Corey Heath, Mike Harrington – ODFW
Erin Donald – ODOJ



Oregon
Kate Brown, Governor

Department of Fish and Wildlife
Prineville Field Office
East Region
2042 SE Paulina Hwy.
Prineville, OR 97754
(541) 447-5111
FAX (541) 447-8065
www.dfw.state.or.us

February 24, 2021

Ann Beier, Crook County Planning Director
Community Development
300 NE 3rd Street, Room 12
Prineville, OR 97754

RE: Conditional Use – TSR North Solar Energy Facility Modification Number 217-20-000581-PLNG
(Mitigation Plan Version 7, February 10, 2021)

Dear Director Beier,

The purpose of this letter is for the Oregon Department of Fish and Wildlife (ODFW) to provide formal comments to the Crook County Planning Commission on Version 7 (V7) of the Wildlife Mitigation Plan (WMP) for Record Number 217-20-000581-PLNG, TSR North Solar Energy Facility Modification (Project). The Applicant is requesting approval to modify Permit 217-19-000378-PLNG for a photovoltaic power generating facility from 320 to up to 585 acres. This expansion triggers 2019 Oregon House Bill 2329, now codified at ORS 215.446.

ODFW previously submitted detailed comments (December 16, 2020; attached) on the Project, including a review of the Applicant's WMP Version 4 for its consistency with ORS 215.446 as well as the State of Oregon's Wildlife Policy (ORS 496.012) and its associated administrative rules. This letter addresses the Applicant's proposed revisions as found in the new WMP Version 7 (February 10, 2021), however ODFW requests that the Crook County Planning Commission continue to refer to ODFW's December 16, 2020 letter alongside this letter, as the comments submitted in the original letter remain germane to the Project's application.

Consultation

The Applicant has misinterpreted statements from ODFW staff during consultation meetings. The WMP characterizes ODFW as giving verbal approval of the Applicant's proposed mitigation. In fact, throughout conversations that began in March 2020, ODFW has only said that conceptually the Applicants proposed options might suffice, but that more detail and specifics would be necessary to meet the wildlife standards required in a HB 2329 project. The WMP is still lacking the specificity that ODFW has requested in all previous comments. Therefore ODFW requests the Commission refer to the comments and recommendations in ODFW's December 16, 2020 letter.

Habitat Categorization

In all previous meetings, as well as the December 16, 2020 letter, ODFW has consistently provided its professional assessment of the Project site's habitat condition under the Mitigation Policy. ODFW biologists have been on adjacent lands and have flown over the Project site. The habitat is no different from the neighboring Tango and Millican solar projects where biologists working for those developers classified the habitat as Category 2 and the County subsequently accepted that classification as part of its approval. ODFW recommends the Commission refer to the habitat classifications used in the Tango and Millican projects' habitat assessments and mitigation plans (submitted with this letter) for further details as to how a Category 2 designation in this case is consistent with those neighboring lands.

ODFW recommended a 500 foot – 152 meter buffer zone around the gravel mine. While not much larger, the applicant has proposed a 656 foot -- 200 meter. ODFW recommends the applicant calculate the acres associated with both buffers.

Mitigation Measures

Unlike the prior Harney- and Lake County projects referenced in the WMP for which the mitigation standard was pursuant to OAR 660-033-0130(38)(j)(G), TSR North is a House Bill 2329 project and therefore subject to the wildlife standards set forth in ORS 215.446. This statute requires consistency with the administrative rules ODFW uses to ensure the Wildlife Policy is met (ORS 496.012); in this case, the ODFW Fish and Wildlife Habitat Mitigation Policy (OAR 635 Division 415). As outlined in ODFW's December 16, 2020 letter, a HB 2329 project is subject to different mitigation standards than an OAR 635-033-0130(38)(j)(G) project, and a certain level of specificity is necessary to demonstrate those wildlife habitat mitigation standards will be met. ODFW has not seen any change in the level of specificity between Versions 4 and 7 of the WMP; please refer to ODFW's December 2020 letter for an enumeration of the ways in which the TSR North WMP does not achieve the necessary specificity.

The Millican Solar Project was also a HB 2329 project in Crook County that exercised a mitigation payment option with Deschutes Land Trust (DLT) for the Aspen Valley Ranch (AVR). As previously stated, ODFW supports this option in concept for TSR North. However, other regional solar projects have already submitted multiple mitigation payments to DLT for the AVR acquisition and habitat improvements. ODFW recommended that the Applicant and DLT provide documentation demonstrating that habitat improvement mitigation opportunities for TSR North still exist on AVR, thereby showing that the opportunities have not already been exhausted by other mitigation plans and payments. To date, this documentation has not been included in the TSR North WMP.

Mitigation Options

Option 1

- The V7 WMP is internally inconsistent with respect to Applicant's proposed mitigation ratio for impacts to Category 2 habitat. (E.g. compare page 2 proposing to mitigate impacts to mapped pronghorn winter range/Category 2 habitat at a ratio of 1.5:1, and page 14 proposing a mitigation ratio of 1:1 to achieve the Category 2 mitigation standard). As stated in previous ODFW comments, a 1:1 mitigation ratio will not meet the net benefit in quantity standard for impacts to Category 2 pronghorn habitat. ODFW continues to recommend mitigation ratio of 2:1 for impacts in Category 2 habitat.

- In its V7 WMP, Applicant proposed retreatment of acres on which juniper removal is performed at 15-year intervals. ODFW recommends that retreatment occur at 12-year intervals based on Natural Resource Conservation Service (NRCS) standards.

Option 2

- This option could meet the standards of HB 2329 if the Applicant provided documentation of acres available for habitat improvement at AVR, or other DLT project sites where there is a demonstrated mitigation need (See comments under "Mitigation Measures" above).

Option 3

Deferring all mitigation components does not comply with ORS 215.446 (3) "IN ORDER TO ISSUE A PERMIT the county shall require that the applicant:" "(c) Develop a mitigation plan... consistent with 496.012..." ODFW strongly recommends that the County deny an option that lacks detail.

In addition to the comments raised in this letter and the December 16, 2020 letter, there are other outstanding issues that have not been addressed regarding the transmission line and roads. It is not clear if temporary disturbance was ever assessed for the transmission line, or if a plan exists for revegetation? Without a sufficient revegetation plan for the transmission line and roads, temporary impacts can become permanent. Therefore, a complete revegetation plan should be required for the transmission line and roads. This can either be included in the HMP or a separate document and monitored/reported upon.

Thank you for the opportunity to comment, and for your continued commitment to protecting Crook County's fish and wildlife habitat resources. Should you have any questions or require additional information, I can be reached at (541) 447-5111 x26 or by email at greg.s.jackle@state.or.us.

Sincerely,



Greg Jackle
District Wildlife Biologist
ODFW – Ochoco District

cc: Sarah Reif, Joy Vaughan, Sara Gregory, Corey Heath, Mike Harrington – ODFW
Erin Donald – ODOJ

RECORDING COVER SHEET

Any errors in this cover sheet DO NOT affect the transactions(s) contained in the instrument itself.

AFTER RECORDING RETURN TO:

CLERK'S VAULT

NAME OF TRANSACTION:

Order 2021-26, In the matter of adopting the Crook County FY2021-22 budget, beginning July 1, 2021, making appropriations and imposing and categorizing ad valorem taxes

Approved by County Court on this 2nd day of June 2021

**IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK**

IN THE MATTER OF

ORDER # 2021-26

Adopting the Crook County FY2021-22 budget,
beginning July 1, 2021, making appropriations
and imposing and categorizing ad valorem taxes

BE IT SO ORDERED that the Crook County Court hereby adopts the budget for the fiscal year beginning July 1, 2021 in the total amount of \$93,193,500 and makes the following appropriations.

Fund	Department	Adopted Budget	Fund	Department	Adopted Budget
General	Assessor	1,149,000	Weed Control	Personnel	127,900
	Clerk	511,800		Materials and services	118,700
	Finance	1,150,800		Contingency	148,600
	Legal	489,200			
	Administration	602,200	Total requirements	395,200	
	Natural Resources	53,100	Facilities		
	Human Resources	579,400		Personnel	481,800
	District Attorney	1,483,900		Materials and services	1,126,900
	Victims	263,400		Capital Outlay	324,500
	Juvenile	1,020,500		Contingency	71,600
	GIS	187,700		Total requirements	2,004,800
	Information Technology	1,063,500	Clerk Dedicated Funds		
	Non-departmental	1,112,600		Materials and services	108,700
	Transfers	2,640,750		Capital Outlay	154,600
	Contingency	4,039,400			
	Total requirements	16,347,250	Total requirements	263,300	
Road	Personnel	1,806,900	COCC Open Campus		
	Materials and services	3,651,000		Materials and services	130,900
	Capital Outlay	2,789,000			
	Contingency	158,300	Total requirements	130,900	
	Reserved	14,175,800	Taylor Grazing		
	Total requirements	22,581,000		Materials and services	49,400
		Total requirements		49,400	
Community Development			Video Lottery		
	Adminstration	583,800		Materials and services	245,800
	Electrical	569,500		Transfers	60,000
	Building	2,190,250			
	Onsite	200,200			
	Contingency	5,151,950			
	Total requirements	8,695,700	Total requirements	305,800	

Fund	Department	Adopted Budget	Fund	Department	Adopted Budget
Sheriff's Office	Sheriff's Office	4,748,350	Mental Health	Materials and services	3,299,400
	Jail	4,255,700		Total requirements	3,299,400
	Parole and Probation	1,886,500			
	Special Services	423,700	Special Transportation	Materials and services	722,300
	Transfers	183,200		Total requirements	722,300
	Contingency	366,900			
	Total requirements	11,864,350	Title III	Materials and services	692,600
Health Services	Health	1,182,400		Total requirements	692,600
	Environmental Health	103,850			
	Grant Programs	3,513,150	Surveyor	Materials and services	48,100
	Total requirements	4,799,400		Contingency	222,200
Veterans	Personnel	210,500		Total requirements	270,300
	Materials and services	72,500	Crook County School Fund	Materials and services	410,000
	Total requirements	283,000		Total requirements	410,000
Library	Library Operations	1,353,300	Tourism	Materials and services	57,200
	Grants and Donations	141,400		Total requirements	57,200
	Law Library	72,000			
	Contingency	355,300	Airport Capital Projects	Materials and services	105,000
	Total requirements	1,922,000		Capital Outlay	480,000
Debt Service - GO Bonds	Debt Service	557,700		Total requirements	585,000
	Total requirements	557,700	Justice Center Capital Project	Materials and services	210,000
				Total requirements	210,000
Debt Service - FF&C Jail Bonds	Materials and services	400	Court Security	Transfers	7,100
	Debt Service	182,800		Total requirements	7,100
	Total requirements	183,200			
Fairgrounds	Personnel	304,400	Capital Asset Reserve	Transfers	210,000
	Materials and services	489,500		Reserved	8,873,500
	Contingency	29,300		Total requirements	9,083,500
	Total requirements	823,200	Crooked River Watershed	Personnel	98,600
Landfill	Personnel	865,200		Total requirements	98,600
	Materials and services	1,009,400			
	Capital Outlay	590,000	Airport Operations	Materials and services	218,800
	Contingency	270,900		Debt Service	388,000
	Reserved	3,167,000		Transfers	42,000
	Total requirements	5,902,500		Total requirements	648,800
Total Requirements					

Imposing Ad Valorem Property Taxes

BE IT SO ORDERED that the Crook County Court hereby imposes the taxes provided for in the adopted budget at the rate of \$3.8702 per \$1,000 of assessed value for the County's permanent rate tax; and in the amount of \$578,300 for debt service on general obligation bonds.

Categorizing the Taxes

The taxes imposed are hereby categorized for the purposes of Article XI section 11b as follows for fiscal year 2021-22:

Subject to the General Government Limitation	Excluded from Limitation
Permanent Rate Tax \$3.8702 / \$1,000	
General Obligation Bond Debt Service.....	\$578,300

The above Order is hereby approved on this 2nd day of June 2021.

CROOK COUNTY COURT:

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 # 2021-27

Adopting the Crook County Historical Museum
FY2021-22 budget, beginning July 1, 2021, making
appropriations and imposing and categorizing ad
valorem taxes

BE IT SO ORDERED that the Crook County Court hereby adopts the budget for the Crook County Historical Museum for the fiscal year beginning July 1, 2021 and makes the following appropriations.

Fund	Category	Adopted Budget
Historical Museum		
	Personnel	260,650
	Materials and services	131,650
	Contingency	64,073
	Total requirements	456,373
Building Reserve		
	Capital Outlay	23,446
	Reserved	59,606
	Total requirements	83,052

Imposing Ad Valorem Property Taxes

BE IT SO ORDERED that the Crook County Court hereby imposes the taxes provided for in the adopted budget at the rate of \$0.0600 per \$1,000 of assessed value for the Crook County Bowman Museum local option levy rate tax.

Categorizing the Taxes

The taxes imposed are hereby categorized for the purposes of Article XI section 11b as follows for fiscal year 2021-22:

Subject to the General Government Limitation

Local Option Rate Tax\$0.0600 / \$1,000

Excluded from Limitation

N/A

The above Order is hereby approved on this 2nd day of June 2021.

CROOK COUNTY COURT:

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
INCREASED APPROPRIATIONS**

ORDER #2021-29

WHEREAS, this Order is made in accordance with ORS 294.471 which provides that a governmental entity may make one or more supplemental budgets when:

- An occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning
- Unexpected funds are made available by another unit of federal, state or local government

BE IT THEREFORE ORDERED that the Crook County Court hereby adopts this Order for the purpose of appropriations shown in attached "Exhibit A" for the fiscal year ending June 30, 2021.

DATED this 2nd day of June 2021.

CROOK COUNTY COURT:

SETH CRAWFORD, County Judge

JERRY BRUMMER, County Commissioner

BRIAN BARNEY, County Commissioner

Crook County Revised Appropriations Fiscal Year 2020-21
Exhibit A
 (Proposed Crook County Supplemental Budget - Court Order #2021-29)

General Fund (101)

<i>Dept.</i>	<i>Category</i>	<i>Increase (Decrease)</i>	<i>Explanation</i>
Non-Dept.	Transfers	400,000	Transfer ABHA funds to Sheriff Office and Health
REVISED GENERAL FUND REQUIREMENTS		16,755,166	

Court Security (401)

<i>Dept.</i>	<i>Category</i>	<i>Increase (Decrease)</i>	<i>Explanation</i>
Court Security	Transfers	3,000	Transfer beginning working capital in reserve
REVISED COURT SECURITY REQUIREMENTS		10,491	

Capital Assets Reserve (401)

<i>Dept.</i>	<i>Category</i>	<i>Increase (Decrease)</i>	<i>Explanation</i>
Capital Assets Reserve	Reserved	209,400	Establish reserve for future expenditures
REVISED CAPITAL ASSET RESERVE EXPENDITURES		19,709,578	

Facilities Fund (709)

<i>Dept.</i>	<i>Category</i>	<i>Increase (Decrease)</i>	<i>Explanation</i>
Facilities	Transfers	10,299,600	Transfers to various funds
REVISED FACILITIES FUND REQUIREMENTS		12,127,500	

**IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK**

**IN THE MATTER OF
INCREASED APPROPRIATIONS**

ORDER #2021-30

WHEREAS, this Order is made in accordance with ORS 294.471 which provides that a governmental entity may make one or more supplemental budgets when the expenditure was not ascertained when preparing the original budget for the current year.

BE IT THEREFORE ORDERED that the Crook County Court hereby adopts this Order for the purpose of appropriations shown in attached "Exhibit A" for the fiscal year ending June 30, 2021.

DATED this 2nd day of June 2021.

CROOK COUNTY COURT:

SETH CRAWFORD, County Judge

JERRY BRUMMER, County Commissioner

BRIAN BARNEY, County Commissioner

Crook County Historical Museum Revised Appropriations Fiscal Year 2020-21
Exhibit A

(Proposed Crook County Historical Museum Supplemental Budget - Court Order #2021-30)

Building Reserve Fund (650)			
<i>Dept.</i>	<i>Category</i>	<i>Increase (Decrease)</i>	<i>Explanation</i>
Building Reserve	Capital Outlay	23,447	Appropriate funds for capital payments
REVISED BUILDING RESERVE FUND REQUIREMENTS		23,447	