



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, June 16, 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: 126 538 6281; Meeting Password: jEnpYBs933

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 June 1, 2021 and June 8, 2021 Work Session; June 2, 2021 Regular Court Meeting; June 2, 2021 Special Session Flat Rock Road District and June 2, 2021 Special Session Janitorial Services
2. Approve LGBTQ+ and Mini Grants MOU
3. Approve CFR Vaccination Effort/Demographic Disparity Reduction Grant Agreement #2607
4. Approve Saving Grace Eighth Lease Extension and Amendment
5. Approve Order 2021-31 Adoption of Agricultural Extension Services Budget
6. Approve Order 2021-34 Appointment to the Library Board of Trustees
7. Approve Property Line Adjustment Deed to Humane Society of the Ochocos
8. Approve School Based Health Center Contract for Services Amendment 7
9. Approve HSO Agreement to Provide Services Amendment 7
10. Approve Landfill Entrance Extension for Anderson Construction
11. Approve Crook County STIF Service Contract
12. Approve Public Health Consulting Services Contract for Muriel DeLaVergne-Brown
13. Approve Order 2021-32 Budget Appropriations for Crook County Funds FY 2020-21

SCHEDULED APPEARANCES

14. Prineville Insurance Renewals

Requester: Elaina Huffman (15 Minutes)

DISCUSSION

15. PUBLIC HEARING: Order 2020-46 Amendment #2, Changes to County Fee Schedule, Community Development Fees Requester: Ann Beier (5 Minutes)
16. Recommendation of Award for Mobile Assessment Software Contract Requester: Jon Soliz (5 Minutes)
17. Order 2021-33 County Actions re: COVID Extension Requester: Eric Blaine (5 Minutes)
18. Order 2021-35 Adopting Administrative Hearing Procedure for Food Establishment Regulations to Code Compliance Cases Requester: John Eisler (5 Minutes)
19. Intermediate Procurement for New Security Monitoring Provider Requester: John Eisler (5 Minutes)

EXECUTIVE SESSION – None Scheduled

**The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.*

**The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

NOTICE AND DISCLAIMER

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

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

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

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

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

**CROOK COUNTY COURT MINUTES
OF JUNE 1, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on June 1, 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; Legal Assistant Lindsay Azevedo; Account Manager Janet Pritiskutch; Deputy Director Katie Plumb; Clerk Cheryl Seely; Assessor Jon Soliz; Manager Kim Herber; Senior Accountant Christine Kurtz; Natural Resources Coordinator Tim Deboodt and Eric Bush.

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. Covid-19 cases have decreased this past week, though hospitals are still at capacity. The Health Department will be holding a vaccination clinic this Saturday and will be planning future pop-up clinics around the community.

Agenda Item #2, County Q3 – Budgets and Actuals Presentation: Account Manager Janet Pritiskutch presented the Court with the County's third quarter budget and actuals. Ms. Pritiskutch reviewed the General Fund, along with departmental budgets for Community Development, Sheriff's Office, Health Department, Fairgrounds, Facilities and Landfill.

At 9:22 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 direct staff to correspond with counter party as discussed during the Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 9:30 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF JUNE 8, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on June 8, 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; Legal Assistant Lindsay Azevedo; Deputy Director Katie Plumb; Director Casey Daly; Sheriff John Gautney; Clerk Cheryl Seely and Treasurer Galen Carter.

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. Ms. Plumb stated that once the state reaches a seventy percent vaccination rate it will drop all restrictions except in particular settings such as medical offices. While the County remains in the high-risk category the number of positive Covid-19 cases has decreased significantly.

Agenda Item #2, Approve Letter of Support to Oregon Parks and Recreational Trail Grant Application: Judge Crawford presented the Court with a draft letter to the Oregon Parks and Recreation Trail in support of the Barnes Butte Trail. The Court has reviewed the letter and is in support of the trail.

MOTION to endorse letter of approval for paved Barnes Butte Loop and for Judge Crawford to sign outside of Court. Motion seconded. No further discussion. Motion carried 3-0.

At 9:07 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

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 prepare letter as directed in Executive Session and for Commissioner Barney to determine if the letter should be sent. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 9:20 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF JUNE 2, 2021 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on June 2, 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 Counsels Eric Blaine and John Eisler; Administration Executive Assistants Amy Albert; Director Troy Poncin; Account Manager Janet Pritiskutch; Director Casey Daly; Senior Accountant Christine Kurtz; Assessor Jon Soliz; Clerk Cheryl Seely; Ston McDaniel; Jason Wilkins; Andrea Breault and Eric Bush.

REGULAR SESSION

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

ADDITIONS/REMOVALS: None

MOTION to approve the Consent Agenda as presented with these changes, item three to be moved to discussion. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #7: Andrea Breault presented the Court with a draft of the statewide transportation improvement fund service contract. Ms. Breault explained that the new contract would provide additional trips to Redmond and Bend. There will be stops added to the routes and a possible route to Juniper Canyon.

MOTION to approve statewide transportation improvement funds services contract as presented. Motion seconded. No further discussion. Motion carried 3-0.

Appearances / Item #8: Jason Wilkins owner of Prine Time Internet updated the Court on the expansion of fiber in Crook County. Mr. Wilkins has installed additional fiber within Prineville, around the airport and up Juniper Canyon through a partnership with the City of Prineville and Crook County.

Discussion item #9: IT Director Troy Poncin presented the Court with three quotes for firewall replacement/HA licensing and core switch replacement. Mr. Poncin recommended accepting the quote from SHI as it is the best value to the County and will increase the ban width for the County.

MOTION to accept SHI in the amount of \$28,971.11. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #10: IT Director Troy Poncin presented the Court with three quotes for AV replacement. Mr. Poncin recommended accepting the quote from Webroot as presenting the best value to the County. The contract with Webroot is for three-years.

MOTION to approve a three-year contract with Webroot in the amount of \$21,139. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #11: John Eisler discussed setting a hearing date regarding the ODFW appeal of TSR North Solar Facility. It was determined the hearing date should be June 22nd.

MOTION to schedule hearing date with ODFW appeal for June 22, 2021, at 320 NE Court Street, staff is authorized to set a different time or location if needed. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #12: Account Manager Janet Pritiskutch presented the Court with Order 2021-26 regarding adopting the Crook County fiscal year 2021-2022 budget beginning July 1, 2021. This matter was opened to a public hearing, there being no comment the public hearing was closed, and the budget was adopted.

MOTION to approve Order 2021-26 adopting the Crook County FY 2021-22 budget beginning July 1, 2021. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item 13: Account Manager Janet Pritiskutch presented the Court with Order 2021-27 regarding adopting the Crook County Historical Museum fiscal year 2021-22 fiscal year budget. This matter was opened to a public hearing, there being no comment the public hearing was closed, and the budget was adopted.

MOTION to approve Order 2021-27 adopting the Crook County FY 2021-22 budget beginning July 1, 2021. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #14: Account Manager Janet Pritiskutch presented the Court with Order 2021-29 in the matter of increased budget appropriations. This matter was opened to a public hearing, there being no comment the public hearing was closed, and the budget was adopted.

MOTION to approve Order 2021-29 in the matter of increased budget appropriations. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #15: Account Manager Janet Pritiskutch presented the Court with Order 2021-30 in the matter of increased appropriations for the Crook County Historical Museum. This matter was opened to a public hearing, there being no comment the public hearing was closed, and the budget was adopted.

MOTION to approve Order 2021-30 in the matter of increased budget appropriations. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #15A: Fairgrounds Director Casey Daly presented the Court with three quotes to install lighting in the outdoor arena. Mr. Daly suggested accepting the bid from Cooper Electric in the amount of \$66,800. This project will be financed through the PAPE funds. It was recommended by the Court that Cooper Electric also install an air mesh hub control, providing the option of LED style lighting.

MOTION to approve the bid by Cooper Electric including the air mesh hub as presenting the best value to the County. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #3: John Eisler discussed concerns regarding the OHA Covid-19 vaccination agreement with the Court. The first concern is that OHA reserves the right to make future unilateral amendments. Second the County is required to provide equal access to covered services for minors. Third the agreement requires a waiver of subrogation rights. After review the Court felt these concerns are manageable.

MOTION to approve OHA Covid-19 vaccination agreement file number 181. Motion seconded. No further discussion. Motion carried 3-0.

At 9:40 a.m. the Court convened 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 the purchase and sale agreement subject to its finalization and authorize signing outside of Court. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 9:52 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF JUNE 2, 2021 SPECIAL SESSION**

Be It Remembered that the Crook County Court met in a Special Session on June 2, 2021, at 10:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay; Assessor Jon Soliz; Clerk Cheryl Seely; Frank Profily and Jim Van Vorhees.

SPECIAL SESSION

The meeting was **called to order at 10:00 a.m.**

A Special Session was held regarding the petition for the formation of Flat Rock Road District. The petition proposes a district that would be composed of three sections in the Ochoco Land and Livestock subdivision while still including the area currently under the Flat Rock Road Maintenance District. The new district will have the ability to tax at a permanent rate of \$4.26 per \$1,000 of assessed value, which the current district cannot. The Court was tasked with determining if the petition should be approved or modified. At the determination of the Court the Petition was approved. County Counsel will draft an Order to be approved by the Court so this matter may appear on the November 2, 2021 ballot.

MOTION to direct staff to prepare an order for the next election to be prepared for the next Court Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:14 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF JUNE 2, 2021 SPECIAL SESSION**

Be It Remembered that the Crook County Court met in a Special Session on June 2, 2021, at 10:30 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay; Clerk Cheryl Seely; Assessor Jon Soliz; Road Master Bob O'Neal; Manager Kim Herber; Under Sheriff James Savage; District Attorney Wade Whiting; Director Muriel DeLavernne-Brown; Accounts Payable Deputy Lori Furlong and Manager Cindy York.

SPECIAL SESSION

The meeting was **called to order at 10:30 a.m.**

The County had issued a request for proposals (RFP) for janitorial services to be provided to all County departments. At the request of a potential bidder the County extended the due date of the RFP to May 27th. The County received one RFP from Suds N' the Bucket, owned by Nicole Krider. After the Evaluation Committee reviewed the proposal from Suds N' the Bucket it was determined that they met all of the requirements. John Eisler answered questions from staff members regarding cost and experience of the new cleaning service.

MOTION to approve janitorial services recommendation awarding contract to Suds N' the Bucket with the contract to be signed outside of Court. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:39 a.m.**

Respectfully submitted,

Amy Albert

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: Eric Blaine

DATE: 5/27/2021

RE: LGBTQ+ Mini Grants
Our File No.: HEALTH 177

The County has previously been awarded a grant of \$20,000 to implement a suicide prevention program locally. The attached amendment will increase those grant funds by \$2,785, and is tied to an additional service for which the funds must be used. Specifically, the County Health Department would “host a full-day retreat for LGBTQ+ and BIPOC adult community members, built off of the same model used for youth programming.”

Under the County Code, Section 3.12.045, only the County Court can approve such a grant. The Health Department recommends approval.

Please place this memo and the attached document(s) on the Wednesday, June 16, 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

Memorandum of Understanding: REVISED MAY 2021

Revised MOU extends additional funds that can be used from July 2021 through February 2022. This document is amended to reflect new or ongoing activities under extension funding.

This agreement is between the designated lead for **Crook County Health Department's LGBTQ+ Mini-Grant**, the Oregon Alliance to Prevent Suicide, which is coordinated by the Association of Oregon Community Mental Health Programs, referred to throughout this document as the **Alliance**, and the **Oregon Health Authority**.

The purpose of the MOU is to clarify goals, roles and responsibilities for implementing Crook County Health Department's mini-grant project.

What: Crook County Health Department will receive \$20,000 from the Alliance's LGBTQ+ Mini-Grant program for the Prideville Resiliency Project. This includes: providing support to the local GSA, reinvigorating the Prineville PFLAG chapter, creating a culturally relevant program-series for LGBTQ+ youth, providing county-wide Allyship in Action workshop(s), and expanding accessibility for Prideville 2021.

Revised: Crook County Health Department will receive an additional \$2,785 to host a full-day retreat for LGBTQ+ and BIPOC adult community members, built off of the same models used for youth programming.

Rationale: The LGBTQ+ Mini-Grant program was created to help community groups and organizations that serve the LGBTQ+ community meet needs that may have been interrupted by the COVID-19 pandemic and to promote protective factors against suicide. This one-time short-term award will run through the 20-21 fiscal year, with all program activities complete by the end of June 2021.

Responsibilities

The Alliance will:

1. Provide up to three virtual Collaborative Community Meetings for awardees to meet each other, share about their projects, and receive updates from The Alliance and OHA
2. Serve as the main point of contact between awardees, OHA, and partners including the Program Design and Evaluation Services division and Trauma Informed Oregon
3. Disburse grant funds to the awardee
4. Connect awardee to other relevant suicide prevention activities in their area and/or funding opportunities as they become known/available
5. Collect end-of-project reports

Crook County Health Department will:

1. Work with Program Design and Evaluation Services to develop an evaluation plan and submit the plan to The Alliance through Kris Bifulco at kbifulco@acmh.org
2. Attend a Community of Practice meeting with Trauma Informed Oregon

3. Support the local GSA through Trevor Project trainings, Safe Space Kit(s) for educators, and a small fund for events
4. Reinvigorate Prineville PFLAG through community building efforts, suicide prevention trainings, Family Acceptance Project videos, and other appropriately distanced outreach and training opportunities
5. Create and implement a culturally relevant program series for LGBTQ+ youth that fosters resiliency
6. Provide Allyship in Action training(s) county-wide to advance cultural humility skills that focus on supporting the LGBTQ+ population
7. Expand Prineville 2021's accessibility through a responsive needs assessment and targeted outreach
8. **Host a full-day retreat for LGBTQ+ and BIPOC adult community members, built off of the same models used for youth programming.**
9. Abide by all health department guidelines related to COVID-19 safety protocols, including moving meetings and events online if in-person gatherings or meetings are not advised
10. Notify the Alliance as soon as possible if these tasks cannot be completed as described during the project period so plans and deliverables can be adjusted.
11. Submit an end-of-project report including but not limited to:
 - a. Number of people reached during project
 - b. Any challenges or barriers to implementing the project as proposed and how those challenges were or were not met
 - c. Any unanticipated outcomes from implementing the project
 - d. Any tools, materials, or innovations created for this project
 - e. **Plans for extension funding and any related outcomes**

Signatures/Date

Annette A. Marcus

initial: September 3, 2020

revised: May 19, 2021

Annette A. Marcus

Suicide Prevention Policy Manager, Oregon Alliance to Prevent Suicide
Association of Oregon Community Mental Health Programs

06/16/2021

Seth Crawford

Crook County Health Department

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919
• Fax: 541-447-6705



MEMO

TO: Crook County Court
FROM: Eric Blaine
DATE: 5/28/2021
RE: DAS Grant #2607 – Coronavirus Relief Fund
Our File No.: HEALTH 182

The County has offered additional CRF money for use with ongoing COVID-19 vaccination efforts.

The grant agreement includes a number of features that are different from previous CRF grant agreements, and the manner in which the grant would operate is a bit unusual.

First, although this document states that \$218,406.19 is made available, only half of that money would be issued. The remaining \$109,203.10 is contingent on (1) the submission of an equity plan (more on this below) absolutely no later than 8/31/2021; (2) the state's decision that the plan is adequate; and (3) the state's determination that the County's efforts to implement the plan are also adequate.

Second, by executing the document the County agrees that it will not be placed in the "Lower Risk" category, regardless of the present rates of infections, current hospital capacities, or *general* vaccination rates, if the County does not also meet the state's vaccine "equities" goals.¹ This would require the County to answer to the state's satisfaction the County's "ongoing and future efforts to maximize meaningful, low-barrier access to vaccine for all eligible populations, *especially those experiencing vaccine inequities*" (emphasis added). The County would also need to send a statement, copied verbatim, to be signed by not fewer than three separate public officials (the public health administrator, the public health officer, and the chair of the board of commissioners.)

The statement reads:

"We have each reviewed the attached responses to all questions and affirm that the LPHA jurisdiction will continue to make meaningful efforts to offer culturally-responsive, low-barrier vaccination opportunities, especially for populations in our jurisdiction experiencing racial or ethnic vaccine

¹ There is very little stopping the Governor's Office from implementing this standard for reduction in threat level unilaterally. Although this standard has not been part of the reductions previously, how to calibrate the risk levels is not established by statute or administrative rule, but rather the discretion of the Governor as implemented by state agencies. The legal effect of the County agreeing to accept this new requirement, as contrasted with having the new requirement imposed from above, will be quite limited.

inequities. We commit to implementing this plan to close the racial and ethnic vaccine inequities in our jurisdiction.

The LPHA and its partners will continue to ensure that vaccine sites are culturally-responsive, linguistically appropriate and accessible to people with physical, intellectual and developmental disabilities and other unique vaccine access needs.”

Third, the County will need to track expenditures as it has for other CRF programs, and submit ongoing, quarterly reports for all CRF expenditures, including those already made via other CRF grants. This money can only be spent on three activities which must also conform to the normal requirements of the CRF program:

- *Providing culturally responsive, low-barrier access to COVID-19 vaccination, with a special emphasis on populations experiencing vaccine inequality or reduced vaccination rates;*
- *Marketing and promotional costs encouraging COVID-19 vaccination; and*
- *Transporting persons to and from COVID-19 vaccination sites.*

Regarding the equity plan, there are a number of recent state executive and legislative efforts to address healthcare “equity.” As used in this context, equity means an equality of health outcomes among racial, ethnic, gender, and sexual orientation groups. These efforts include the Oregon Health Authority’s 2020-2024 State Health Improvement Plan, which states in part that certain demographic groups are “priority populations” and that funding of public services “needs to reflect greater investment in communities that have been affected” by “past injustices” and “institutional bias” in favor of “the dominant culture.”

In principle, then, the equity plan is meant to examine where a local community experiences a divergent outcome in (as relevant here) the rates of vaccination along racial or ethnic categories. Where there is a divergent outcome, the plan would describe how the LPHA would act to close that divergence. Working to ensure that there are no meaningful differences in public health outcomes which correlate to demographic categories is a laudable goal.

In furthering this goal, however, the County must be mindful that it does not enact discriminatory practices, even if the State wants those discriminatory practices implemented. Race and ethnicity are protected class statutes, and public entities which treat two otherwise similar people differently on the basis of race or ethnicity will be subjected to strict constitutional scrutiny. In order for the different treatment on the basis of race or ethnicity to be constitutional, the public entity must show that its actions address a “compelling State interest” and that its actions are “narrowly tailored” to address that compelling interest. An interest that is merely *important* is not sufficient; nor is a *reasonably* close tailoring sufficient to survive strict scrutiny.

All of this is not hypothetical. On May 19, a Federal District Court enjoined the Federal Small Business Administration from its plans to distribute \$29 billion for restaurant aid, because the manner in which the SBA proposed to act would discriminate on the basis of race and ethnicity. The Court found that both the divergent treatment was not a

compelling interest despite considerable legislative findings and other evidence that COVID has affected some ethnicities differently than others, and that the proposed government action of prioritizing the distribution of aid based on race or ethnicity was not narrowly tailored. This finding was in the context of a temporary restraining order, where the plaintiff also had to show a likelihood of prevailing on these arguments - an especially high bar.

All of this is not to say that a program to eliminate differences in vaccination rates among different racial or ethnic groups in Crook County would also necessarily be found to be unconstitutional discrimination. The three stated purposes do not overtly require that individuals be treated differently on the basis of their protected class status.

It is to alert the County that even well-intended government actions which treat individuals differently based upon their immutable characteristics over which they have no control, like an individual's race or ethnicity, will be unconstitutional discrimination unless the action can survive strict judicial scrutiny. In the State's effort to achieve equity, the County must be vigilant that it is treating people equally.

Finally, this grant agreement requires the County to "actively collaborate with community-based organizations, employers, and others to proactively reach all eligible populations who have not yet been vaccinated, especially those experiencing racial and ethnic vaccination inequities." Community-based organizations are increasingly becoming an adjunct arm of the Oregon Health Authority. CBO's are private entities which OHA specifically sought out to help OHA address "long standing health inequities, which are rooted in systemic racism and oppression..." The State has recognized 173 such organization, and distributed millions in CRF money to them. Under this grant agreement, the eight CBO's active in Crook County will state how they desire to participate in County vaccination efforts. The County must then explain, in light of those survey results, how it will "actively partner" with the CBO's. The eight CBO's actively recognized in Crook County are:

- Bend/Redmond Habitat for Humanity
- Central Oregon Disability Support Network
- Thrive Central Oregon
- Latino Community Association
- Volunteers in Medicine Clinic of the Cascades
- Mosaic Medical
- J Bar J Youth Services
- Friends of the Children – Central Oregon

Please place this memo and the attached document(s) on the Wednesday, June 16, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

STATE OF OREGON GRANT AGREEMENT

Grant No. 2607

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Administrative Services (“Agency”) and Crook County (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and as allocated to Agency by the Oregon Emergency Board, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19. This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the period of March 1, 2020, through December 31, 2021 (the “Performance Period”) to reimburse the costs of the activities described in Exhibit A.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of March 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 31, 2021.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Gerold Floyd
Department of Administrative Services
Attention: Coronavirus Relief Fund
155 Cottage Street NE, Salem, OR 97301
Phone: 503-378-2709
Email: CoronavirusReliefFund@Oregon.gov

4.2 Grantee's Grant Manager is:

Name: _____
Address: _____
Phone: _____
Email: _____

4.3 A Party may designate a new Grant Manager by written notice to the other Party.**SECTION 5: PROJECT ACTIVITIES**

To receive funds under this Grant, Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, during the Performance Period.

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed \$218,406.19 (the "Grant Funds") for eligible Project costs incurred during the Performance Period. Agency will pay the Grant Funds from monies available through the Coronavirus Relief Fund ("Funding Source").

SECTION 7: DISBURSEMENT GENERALLY**7.1 Disbursement.** Agency will disburse the Grant Funds to Grantee in two installments:

50% of the Grant Funds within five business days of the Executed Date; and

50% of the Grants Funds upon Grantee delivering to Agency **both** (i) complete responses to the questions set forth in Exhibit E and the fully executed Attestation Statement set forth in Exhibit E **and** (i) demonstrated progress towards implementing the strategies outlined in Grantee's question responses (collectively, the "Equity Submission"). Grantee's deadline to deliver the Equity Submission to Agency is August 31, 2021. Grantee shall not receive, and Agency shall have no obligation to disburse, the second installment of Grant Funds if Grantee fails to deliver the Equity Submission by the August 31, 2021, deadline for doing so. The Oregon Health Authority and the Governor's Office will review the Equity Submission and determine whether Grantee's responses to the questions set forth in Exhibit E are complete.

7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:**7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or

other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 13 has occurred; and

7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

8.1.1 Grantee is a local government duly organized and validly existing;

8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee 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. Grantee further acknowledges in addition to the remedies under Section 14, 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 Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: INDEMNITY/LIABILITY

- 9.1 Indemnity.** Subject to the limitations of Article XI, § 10, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section).
- 9.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 9.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 10: INSURANCE

As a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B; or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B; or (iii) a combination of any or all of the foregoing.

SECTION 11: GOVERNING LAW, JURISDICTION

This Grant is 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 Agency or any other agency or department of the State of Oregon, or both, and

Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of 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, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 12: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. 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. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 13: DEFAULT

- 13.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 13.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 13.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 13.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 13.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 14: REMEDIES

- 14.1 Agency Remedies.** In the event Grantee is in default under Section 13.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 16.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 15 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 14.2 Grantee Remedies.** In the event Agency is in default under Section 13.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 15: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 15.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 15.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 15.3** Any Grant Funds determined by Agency or the U.S. Department of the Treasury to be spent for purposes other than allowable Project activities; or
- 15.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 16: TERMINATION

- 16.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 16.2 By Agency.** Agency may terminate this Grant as follows:
- 16.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 16.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's

reasonable administrative discretion, to perform its obligations under this Grant;

- 16.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 16.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

16.3 By Grantee. Grantee may terminate this Grant as follows:

- 16.3.1 Immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 16.3.2 Immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

SECTION 17: MISCELLANEOUS

- 17.1 **Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 17.2 **Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7, of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 17.3 **Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 17.4 **Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's

receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

- 17.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 9, 11, 12, 14, 15 and subsections 17.5 and 17.13 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 17.6 Severability.** The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 17.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 17.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 17.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 17.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 17.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.
- 17.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 17.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively

referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

- 17.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 17.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (The Project)
 - Exhibit C (Federal Terms and Conditions)
 - Exhibit B (Insurance)
 - Exhibit D (Federal Award Identification)
 - Exhibit E (Equity Plan Submission Guidance)
- 17.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.
- 17.17 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act.

The signatures of the parties follow on the next page.

SECTION 18: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Administrative Services

By: _____
George Naughton, Chief Financial Officer

Date

Crook County

By: _____
Authorized Signature

Date

Printed Name

Title

93-6002290
Federal Tax ID Number

055495964
DUNS Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Samuel B. Zeigler
Senior Assistant Attorney General
Oregon Department of Justice

by email dated 5/21/2021
Date

EXHIBIT A THE PROJECT

SECTION I. PROJECT DESCRIPTION

Subject to the eligibility requirements of 42 U.S.C. § 801 and any implementation guidance from the U.S. Department of the Treasury, including, without limitation, the guidance identified in Section II below, Grantee will use the Grant Funds for the following costs incurred during the Performance Period:

- Providing culturally responsive, low-barrier access to COVID-19 vaccination, with a special emphasis on populations experiencing vaccine inequality or reduced vaccination rates;
- Marketing and promotional costs encouraging COVID-19 vaccination; and
- Transporting persons to and from COVID-19 vaccination sites.

SECTION II. U.S. Treasury Guidelines and Answers to FAQs

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the Performance Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Direct Administrative Costs Allowed. Grantee's administrative costs directly attributable to the administration of its grant program funded by this Grant can be reimbursed or otherwise paid with Grant Funds. Such direct administrative costs shall not exceed 5% of the Grant Funds awarded under this Grant.

Indirect Costs Not Allowed. In accordance with U.S. Treasury guidance, Grantee shall not reimburse or otherwise pay any of its indirect costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency.

SECTION III. REPORTING REQUIREMENTS

No later than July 6, 2021, for the period of April 1, 2021 to June 30, 2021, and October 5, 2021, for the period of July 1, 2021, to September 30, 2021, and January 5, 2022, for the period of October 1, 2021, to December 31, 2021, Grantee shall report the following information, as applicable, to Agency:

- a. Amount spent on administrative expenses;
- b. Amount spent on budgeted personnel and services diverted to a substantially different use;
- c. Amount spent to COVID-19 testing and contract tracing;

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- d. Amount spent on economic support (other than small business, housing, and food assistance);
- e. Amount spent on expenses associated with the issuance of tax anticipation notes;
- f. Amount spent on facilitating distance learning;
- g. Amount spent on food programs;
- h. Amount spent on housing support;
- i. Amount spent to improve telework capabilities of public employees;
- j. Amount spent on medical expenses;
- k. Amount spent on nursing home assistance;
- l. Amount spent on payroll for public health and safety employees;
- m. Amount spent on personal protective equipment;
- n. Amount spent on public health expenses;
- o. Amount spent on small business assistance;
- p. Amount spent on unemployment benefits;
- q. Amount spent on workers' compensation;
- r. Amount spent on items not listed above; and
- s. The primary place of performance of this Project.

The requirements of this Section III survive termination of this Grant.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first-tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first-tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

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

COMMERCIAL GENERAL LIABILITY

☒ Required ☐ Not required

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

AUTOMOBILE LIABILITY INSURANCE

☒ Required ☐ Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use

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of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

☐ Required ☒ Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$_____ per claim. Annual aggregate limit may not be less than \$_____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY

☐ Required ☒ Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY

☐ Required ☒ Not required

Pollution liability insurance covering Grantee's or appropriate contractor or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$_____. Annual aggregate limit may not be less than \$_____.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee's, contractor, or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

☐ Required ☒ Not required

Directors, officers and organization liability insurance covering the Grantee's organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$_____ per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND☐ Required ☒ Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee's employees. Coverage limits may not be less than \$_____.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE☐ Required ☒ Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Any annual aggregate limit may not be less than \$_____. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant 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 Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's 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 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee'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, Grantee must maintain, and require its first tier contractors and subgrantees, if any, 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 Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

If Grantee is self-insured for any of the Insurance Requirements specified in Exhibit B of this Agreement, Grantee may so indicate by submitting a certificate of insurance as required in this Exhibit B.

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. 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, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: CoronavirusReliefFund@oregon.gov or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

- 1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments ☒ will ☐ will not be made in whole or in part with federal funds.

- 1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

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

- 1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

2. FEDERAL PROVISIONS

- 2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.
- 2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.
- 2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.
- 2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with U.S. Treasury guidance - Grantee is subject to the following provisions, as applicable.

If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to DAS.

For purposes of these provisions, the following definitions apply:

"Contract" means this Grant or any contract or subgrant funded by this Grant.

"Contractor" and **"Subrecipient"** and **"Non-Federal entity"** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

DAS GRANT #2607 – Coronavirus Relief Fund

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §§ 200.500 *et seq.*

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

3. ADDITIONAL FEDERAL REQUIREMENTS

None.

EXHIBIT D
FEDERAL AWARD IDENTIFICATION
(Required by 2 CFR 200.331(a))

(i) Grantee Name: <i>(must match DUNS registration)</i>	Crook County
(ii) Grantee's DUNS number:	055495964
(iii) Federal Award Identification Number (FAIN):	SLT0038
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 31, 2021
(vi) Total amount of federal funds obligated by this Grant:	\$218,406.19
(vii) Total amount of federal funds obligated to Grantee by Agency, including this Grant:	\$2,030,273.28
(viii) Total Amount of Federal Award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$2,030,273.28
(ix) Federal award project description:	Coronavirus Relief Fund
(x)	
a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(xi) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
(xiv) Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

EXHIBIT E

EQUITY PLAN SUBMISSION GUIDANCE



May 2021

Purpose

- Provide process through which jurisdictions may move to Lower Risk once 65% of their population age 16 years or older have received a first COVID-19 vaccine dose while also demonstrating their commitment to continuing to eliminate racial and ethnic vaccine inequities.

Background

- OHA has the following goals:
 - Reach parity in vaccination rates by closing gaps in race and ethnicity vaccination rates by August 31, 2021.
 - Ensure vaccine access to all populations with a focus on populations experiencing racial and ethnic vaccine inequities.
 - Encourage and facilitate local public health partnerships with community-based organizations (CBOs) and employers in their jurisdiction.
- OHA has an expectation that jurisdictions are using multiple channels for providing meaningful, culturally-responsive, low-barrier vaccine access. While mass vaccination sites are a key strategy for vaccine access, these sites likely do not meet the needs for many populations that have borne the greatest burden of COVID-19 disease and death. In addition, due to decreased vaccine demand, many of these sites are starting to ramp down.
- OHA expects the LPHA and its partners have been and will continue to actively collaborate with community-based organizations, employers and others to proactively reach all eligible populations who have not yet been vaccinated, especially those experiencing racial and ethnic vaccine inequities. These collaborations are essential to ensuring groups such as migrant and seasonal farm workers, Black, Indigenous, Tribal, other communities of color, houseless populations and others have low-barrier, culturally responsive, meaningful access to vaccine.

Moving to Lower Risk

- The earliest a county may move to Lower Risk is May 21, 2021.
- To move to Lower risk, at least 65% of all people age 16 years or older in the jurisdiction must have received a first dose.
- In addition, an LPHA must do the following to move to Lower Risk:
 - Submit to OHA responses to questions related to LPHA's ongoing and future efforts to maximize meaningful, low-barrier access to vaccine for all eligible populations, especially those experiencing racial and ethnic vaccine inequities.
 - Submit an attestation statement form signed by the Local Public Health Administrator, Local Public Health Officer and the Chair of the LPHA Governing Body (this is the Board of Commissioners in all counties except Gilliam, Sherman, Wasco and Wallowa).

Required Questions

- LPHA must respond to each of the following questions. Please restate the question and provide a subsequent response specific to each question.
 - Please review race/ethnicity data for the LPHA jurisdiction on the [OHA website](#) and the race/ethnicity vaccination rate data shared weekly with the LPHA. Based on the experience of the LPHA and its partners, including community-based organizations, what are the operational, policy, and systemic barriers or strengths demonstrated in these data?
 - What steps have the LPHA and its partners already taken to address specific racial and ethnic vaccination inequities in the community?
 - What steps do the LPHA and its partners plan to take to continue to address these inequities in the jurisdiction?
 - What plan does the LPHA and its partners have to close the specific vaccine equity gaps among specific racial and ethnic populations?
 - OHA has provided LPHAs county level survey data from OHA-funded CBOs indicating their preferred involvement in vaccination efforts. In reviewing the CBO survey results that outline the interest of CBOs in your community to host, support, and/or promote vaccine events in your jurisdiction:
 - What steps are the LPHA and its partners taking to engage and actively partner with these and other organizations to increase meaningful, culturally-responsive, low-barrier access to vaccines?
 - How will the LPHA and its partners ensure that CBOs and

navigators are aware of vaccine events so they can assist with registration and outreach as able?

- The agricultural employer survey results were shared with the LPHA and the LPHA has provided information to its Regional Emergency Coordinator (REC) about how the LPHA and its partners plan to use the survey results. OHA will be reviewing the information provided by the LPHA to the REC. Does the LPHA have any additional updates regarding work to serve agricultural workers in its jurisdiction since the LPHA last provided information to the REC?
- What steps have the LPHA and its partners taken to actively address vaccine confidence in the community?
- What plans do the LPHA and its partners have continue addressing vaccine confidence?
- What is the communications plan to dispel misinformation through a comprehensive, multi-modal communications strategy for communities experiencing racial and ethnic vaccine inequities in your jurisdiction? Examples could include: Spanish language radio spots, physically distanced outdoor information fair, training local faith leaders and equipping them with vaccine facts and information to refer a community member to a health care professional for follow up, etc.
- How has and how will the LPHA and its partners ensure language accessibility at vaccine events?
- What plans do the LPHA and its partners have to decrease transportation barriers to accessing vaccine?
- What plans do the LPHA and its partners have to ensure meaningful, low-barrier vaccine access for youth, especially those from Black, Indigenous, Tribal and other communities experiencing inequities in COVID-19 disease, death and vaccination?
- How will the LPHA and its partners regularly report on progress to and engage with community leaders from the Black, Indigenous, Tribal, other communities of color to regularly review progress on its vaccine equity plans and reassess strategies as needed?

Required Attestation Statement

- Please copy/paste the statement in italics onto letterhead. The LPH administrator, LPH Officer and Chair of LPHA governing body are all required to sign (electronic signature accepted):

We have each reviewed the attached responses to all questions and affirm that the LPHA jurisdiction will continue to make meaningful efforts to offer culturally-responsive, low-barrier vaccination opportunities, especially for populations in our jurisdiction experiencing racial or ethnic vaccine inequities. We commit to implementing this plan to close the racial and ethnic vaccine inequities in our jurisdiction.

The LPHA and its partners will continue to ensure that vaccine sites are culturally-responsive, linguistically appropriate and accessible to people with physical, intellectual and developmental disabilities and other unique vaccine access needs.

Timeline and Review Process

- Complete documentation (as outlined above) must be submitted by Close of Business on the Friday prior to the Friday on which the jurisdiction would move to Lower Risk. Announcement of jurisdictions moving to Lower Risk will be made on Tuesday prior to the Friday when movement will occur.
 - For example, to move to Lower Risk on Friday, May 21, LPHAs should submit complete documentation to OHA by 4:00 p.m. on Friday, May 14.
 - Jurisdictions moving to Lower Risk on Friday, May 21 will be announced on Tuesday, May 18.
- LPHAs submit the following to paul.shively@dhsosha.state.or.us by 4:00 p.m. on Friday a week prior to the Friday the jurisdiction seeks to move to Lower Risk:
 - Attestation Statement
 - Document that address each question outlined above by restating the question and providing response to each question individually.
 - Please note that late or incomplete submissions may result in delayed movement to Lower Risk due to additional review time required.
- Once OHA has reviewed and accepted the submission, the documentation and attestation statement will be posted on OHA's website.

EIGHTH LEASE EXTENSION AND AMENDMENT

This EIGHTH LEASE EXTENSION AND AMENDMENT ("Extension") is made and entered into effective as of July 1, 2021 (the "Commencement Date") by and between Crook County, a political subdivision of the State of Oregon ("Landlord") and Saving Grace ("Tenant").

RECITALS

A. Landlord and Tenant are parties to a Commercial Lease Agreement dated May 6, 2014 (the "Lease"), with respect to approximately 121 square feet of office space located at 422 NE Beaver Street, Prineville, OR 97754 (the "Property").

B. Paragraph 1.1 of the Lease provides that the Lease shall continue through June 30, 2014.

C. On July 16, 2014, Landlord and Tenant signed a Lease Extension and Amendment extending the term of the Lease through June 30, 2015, and reducing the square footage and base rent requirements.

D. On July 15, 2015, Landlord and Tenant signed a Lease Extension and Amendment extending the term of the Lease through June 30, 2016.

E. On July 1, 2016, Landlord and Tenant signed a Lease Extension and Amendment extending the term of the Lease through June 30, 2017.

F. On July 1, 2017, Landlord and Tenant signed a Lease Extension and amendment extending the term of the Lease through June 30, 2018.

G. On July 24, 2018, Landlord and Tenant signed a Lease Extension and amendment extending the term of the Lease through June 30, 2019.

H. On June 5, 2019, Landlord and Tenant signed a Lease Extension and amendment extending the term of the Lease through June 30, 2020.

I. On June 15, 2020, Landlord and Tenant signed a Lease Extension and amendment extending the term of the Lease through June 30, 2021.

J. Landlord and Tenant now desire to further extend the term of the Lease and amend the Lease on the terms set forth in this extension.

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AMENDMENT TERMS

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

1. Extended Term. The term of the Lease shall be extended through June 30, 2022.
2. Reaffirmation of Lease. Except as modified by this Extension, all terms and conditions of the Lease and any prior amendments are reaffirmed and remain unmodified and in full force and effect.
3. Counterparts. This Extension may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together, shall constitute one in the same original. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

The parties have executed Extension as of _____ 2021, and agree that this Extension shall be attached to the Lease.

Tenant SAVING GRACE

Cassi MacQueen

By: Cassi MacQueen

Printed Name

Its: Executive Director

Date 5/28/2021

Landlord CROOK COUNTY

Seth Crawford, Judge

Jerry Brummer, Commissioner

Brian Barney, Commissioner

Date: _____

Order No. 2021-31

Order Adopting Budget
Making Appropriation and Levying Taxes

BE IT ORDERED that the Crook County Court hereby adopts the budget for FY 2021-22 approved by the budget committee of Crook County Agricultural Extension Service District on May 20, 2021 now on file in the office of the County Court.

BE IT ORDERED that the Crook County Court hereby levies a tax rate provided for in the budget adopted in the amount of .1207/\$1,000 and that this tax rate is hereby levied upon all taxable property within the county for the tax year 2021-22.

BE IT ORDERED that the above tax rate levy is categorized as follows:

	General Governmental
General Fund	.1207/\$1,000

BE IT ORDERED that the amounts for the fiscal year beginning July 1, 2021 and for the purposes shown below are hereby appropriated as follows:

CROOK COUNTY AGRICULTURAL EXTENSION SERVICE DISTRICT

General Fund	
Personnel Services	\$192,800
Materials & Supplies	164,650
Transfers	30,000
Contingencies	30,000
Capital Reserve-Vehicle	
Vehicle purchase	61,605
Capital Reserve-Building	
Repair and Maintenance	40,440
Extension Grants	
Material & Supplies	0
 Total appropriations	 \$519,495
 Unappropriated Ending Fund General Funds	 \$145,825
 Total Budget	 \$665,320

IT IS HEREBY CONSIDERED, ORDERED AND JUDGED that the Secretary of this District make up and deliver to said County Assessor for this information in making up the Extension on the tax rolls, as foresaid, a certified copy of the Order.

SIGNED AND SEALED this 16th day of June, 2021

County Judge

County Commissioner

County Commissioner

Attest: _____
County Clerk



Oregon State University
Extension Service
Crook County

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Extension Service – Crook County
Oregon State University
498 SE Lynn Boulevard
Prineville, Oregon, 97754

P 541-447-6228 | F 541-416-2115
extension.oregonstate.edu/crook

May 24, 2021

Minutes

Budget Review and Public Hearing
Crook County Agricultural Extension Service District
502 SE Lynn Blvd., Prineville, OR

Members who agreed to be on the Budget Committee: Janice Flegel, Lynne Breese, Mark Malott, Jerry Brummer and Brian Barney, Crook County Commissioners. Janice Flegel agreed to be the Chair of the committee. Unanimous decision that Kim Herber is secretary.

Other Crook County Extension Service District Board members present: Bill Sigman, Vicky Kemp.

OSU Extension Representatives present: Nicole Strong – Regional Director, Kim Herber – Crook County Extension Manager and Budget Officer, Mylen Bohle, Becky Munn, Samara Rufener-Worlein, Katie Ahern, Dave White, Scott Duggan, AmyJo Detwiler, Thomas Stokely, Ariel Cowan.

There was not any public representation.

Meeting was called to order by Budget Committee Chair, Janice Flegel at 6:05 pm. The budget message was read by Kim Herber, Budget officer. Kim provided a review of the general fund and the reserve funds. All funds make up the total Service District budget.

Budget Message for 2021-22:

Continued growth in the County's property tax valuation for 2021-22 will result in an estimated 3% growth in property tax revenue for the District. This year's budget includes assessing the full taxing value of \$ 0.1207/\$1000 of valuation. Tax revenue is only applied to expenses in the general fund (and accumulations in the Building Maintenance and Vehicle reserve funds).

Personnel costs are budgeted for 2021-22 year reflect the continued position of a permanent 0.70 FTE office assistant and the 4-H Program Coordinator, which will be changed to the Extension Program Coordinator position will remain as 1.0 FTE, as well as the 1.0 FTE Extension Manager. Budgeted salaries are up when compared to 2020-21 FY and our health insurance costs for the 2 county positions increased due to the annual renewal rate increase and adding family members to a policy. Additional cost items in this budget category are in

Agricultural Sciences & Natural Resources, Family and Community Health, 4-H Youth, Forestry & Natural Resources, Extension Sea Grant, Open Campus, and Outdoor School programs. Oregon State University, United States Department of Agriculture, and Oregon counties cooperating. The Extension Service offers its programs and materials equally to all people.

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the contribution to full-time employee retirement accounts (401K, \$325/month/employee), and FICA.

Materials and Services costs will actually decrease for the District in FY 2021-22. This is a large category that includes everything from office supplies, travel expenses, publication expenses and production costs as well as transfers to OSU for a portion of operational cost. Travel costs are budgeted to remain the same as they were in 2020-21 due to the anticipation of OSU filling the 4-H faculty position, as well as filling the Ag position after Mylen's retirement. This budget includes the *Intergovernmental Services* of \$64,500 which includes funds to Oregon State University Extension for the purpose of providing a portion of the salary for the Open Campus Coordinator, IT support, enrollment costs for 4H membership to the state; as well as funds to the Crook County Admin and Crook County Facilities. Crook County Facilities will be taking over all utility bills for Extension beginning in the 2021-22 FY. This is a trial year and will be re-evaluated next year. The transfer breakdown is: \$25,000 contribution for Open Campus; \$10,000 for IT support; \$8,500 for 4-H youth enrollment membership fees; \$10,000 for Crook County Admin services (legal, HR, finance, admin); \$11,000 for Crook County Facilities (utilities and maintenance). The *Contracted Service* line item of \$19,000 is decreased due to Mylen Bohle's forage analytical work being half way completed in this current 2020-21 FY, \$11,000 to finish up the analytical work within the first quarter of the 21-22 FY. The remaining \$8,000 will include contracted services such as landscaping and heat pump maintenance. The *Janitorial* line item is decreased to \$10,000 due to the discontinuation of an extra mid-week COVID-19 cleaning. Extension staff will do daily sanitization of all areas. *Small Equipment* amount for this coming FY is \$6,000 for purposes of unforeseen needs.

Transfers to the Building Maintenance and Vehicle funds will continue. I have budgeted \$20,000 to be transferred to the building maintenance fund in the 2021-22 FY for the possibility of new linoleum flooring in the Extension office, and the possibility of additional landscape issues that did not get completed in the current fiscal year. We don't anticipate any vehicle purchase this next year, but I have budgeted \$10,000 to be transferred in this fund just in case.

Chairman Flegel opened the budget committee discussion.

- Mark Malott asked about the increase in the budget in the employee insurance and if the employees could be on a large group like OSU. Kim explained that the increase is due to the 4% annual renewal rate increase as well as adding family members to a current policy for an employee. Explained that the employees with insurance are county employees and are on the county's group policy. Nicole added that being on the OSU insurance policy, the employees would need to be OSU employees and the rate potentially could be higher.
- Janice Flegel inquired about determining the starting cash on the budget. Kim explained the process of looking at the county financial reports from the latest month prior to calculating the budget, and subtracting the estimated expenses from that point in time to the end of June.
- Lynne Breese also inquired about the decrease in rental income. Kim explained that in the previous year we budgeted for income from the church that was renting the

Clover Building every Sunday. They had decided to go elsewhere due to the COVID restrictions. And also due to the Clover Building not being rented out as it has been in the past.

Janice asked for a motion to accept the budget as presented. Mark Malott moved to accept the budget as presented, Lynne Breese seconded the motion. Motion passed. Mark Malott moved to approve the adoption of the tax rate of \$0.1207/\$1,000. Lynne Breese seconded, motion passed.

Janice asked for any additional comments. There were none.

Lynne Breese moved to close the budget committee meeting. Mark Malott seconded. Motion passed.

Meeting adjourned at 6:45 pm.

Respectfully submitted,



Kim Herber,
Budget Officer

SPECIAL FUND
RESOURCES AND REQUIREMENTS
General Fund

FORM
LB-10

(Fund)					Crook County Ag. Extension Service District			
Historical Data				DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for Next Year __2021-22__			
Actual		Adopted Budget This Year __2020-21__	Proposed by Budget Officer		Approved by Budget Committee	Adopted by Governing Body		
Second Preceding Year _2018-19__	First Preceding Year _2019-20__							
				RESOURCES				
1	\$ 234,350.07	\$ 251,097.10	\$ 260,000.00	1. Cash on hand * (cash basis), or	\$ 234,500.00		1	
2				2. Working Capital (accrual basis)			2	
3	\$ 6,748.69	\$ 7,459.57	\$ 6,500.00	3. Previously levied taxes estimated to be received	\$ 6,500.00		3	
4	\$ 6,542.15	\$ 5,383.24	\$ 6,775.00	4. Interest	\$ 6,775.00		4	
5				5. Transferred IN, from other funds			5	
6	\$ 15,972.50	\$ 13,000.00	\$ 15,000.00	6. 4H building rent/Parther rent	\$ 11,500.00		6	
7	\$ 17,020.32	\$ 14,243.77	\$ 13,000.00	7. Workshops/photocopy/publication/4H enrollment	\$ 9,000.00		7	
8	\$ 10,905.12	\$ 20,826.46	\$ 8,000.00	8. Reimbursement/sale public land	\$ 8,000.00		8	
9	\$ 291,538.85	\$ 312,010.14	\$ 309,275.00	9. Total Resources, except taxes to be levied	\$ 276,275.00		9	
10			\$ 266,800.00	10. Taxes estimated to be received	\$ 287,000.00		10	
11	\$ 253,683.23	\$ 267,389.27		11. Taxes collected in year levied			11	
12	\$ 545,222.08	\$ 579,399.41	\$ 576,075.00	12. TOTAL RESOURCES	\$ 563,275.00		12	
				REQUIREMENTS **				
13	\$ 127,017.37	\$ 154,141.89	\$ 170,785.00	1. Personnel	\$ 192,800.00		13	
14	\$ 129,303.85	\$ 166,312.27	\$ 199,975.00	2. Materials and Supplies	\$ 164,650.00		14	
15	\$ 7,803.76	\$ -		3. Equipment	\$ -		15	
16			\$ 30,000.00	4. Contingency	\$ 30,000.00		16	
17	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	5. Transfers	\$ 30,000.00		17	
18				17			18	
19				18			19	
26				26			26	
27	\$ 251,097.10	\$ 228,945.25		27. Ending balance (prior years)			27	
28			\$ 145,315.00	28. UNAPPROPRIATED ENDING FUND BALANCE	\$ 145,825.00		28	
29	\$ 545,222.08	\$ 579,399.41	\$ 576,075.00	29. TOTAL REQUIREMENTS	\$ 563,275.00		29	

*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

**List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

DETAILED REQUIREMENTS

FORM
LB-31

General fund

Crook County Ag Extension Service District

Historical Data			REQUIREMENTS FOR: (Name of Org. Unit or Program)	Budget for Next Year 2021-22		
Second Preceding Year 2018-19	Actual	Adopted Budget This Year 2020-21		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
1 52256.00		55467	1 Office Manager 1 FTE	57450		1
2 30824.52		61468	2 4H Program Assistant 1 FTE	41600		2
3		0	3 Office Assistant 0.7 FTE	22200		3
4 6605.71		4500	4 Extra Help	13000		4
5 6699.92		8500	5 FICA	9500		5
6 169.25		400	6 Worker Comp	400		6
7 25004.43		31500	7 Health Insurance	39700		7
8 191.30		400	8 Life Insurance/LTD	400		8
9 89.69		750	9 Unemployment	750		9
10 5176.55		7800	10 Retirement (401K)	7800		10
11 975.33		2000	11 Postage	2000		11
12 7390.68		10000	12 Publishing (Copier/publishing expense)	10000		12
13 19081.03		33000	13 Contracted Services	19000		13
14 5333.82		9000	14 Fuel	9000		14
15 3500.00		4025	15 Audit	4150		15
16 41423.67		59250	16 Intergov. Services (4H, IT & Open Campus transfer)	64500		16
17 7339.70		18000	17 Janitorial Services	10000		17
18 9560.16		12000	18 Utilities (electrical / gas/sewer/water/garbage/alarm)	0		18
19 5164.91		5500	19 Telephone	5500		19
20 8043.65		12000	20 Lodging and Meals	12000		20
21 3609.75		4500	21 Registrations and Dues	4500		21
22 2669.93		2000	22 Workshops	5000		22
23 4165.44		0	23 Open Campus Building (Mobile Classroom Satellite)	0		23
24 2804.00		3500	24 Vehicle Insurance	3800		24
25 7803.76		16000	25 Small Equipment	6000		25
26		30000	26 Contingency	30000		26
27 10000.00		15000	27 Vehicle Reserve Fund	10000		27
28 10000.00		15000	28 Building Maintenance Fund	20000		28
29 8091.04		9000	29 Office supplies	9000		29
30 10000.00		0	30 County Admin	0		30
31 150.74		200	31 Credit Card Charges	200		31
32			32 Misc Adjustment			32
33 251097.10			33 Ending balance (prior years)			33
34		145,315	34 UNAPPROPRIATED ENDING FUND BALANCE	145,825		34
35 545222.08		576,075	35 TOTAL REQUIREMENTS	563,275		35

150-504-031 (Rev 03-15)

* When budgeting for Personnel Services Expenditures, include number of related full-time equivalent positions.

page _____

FORM LB-11

This fund is authorized and established by resolution / ordinance number
2015-36 on (date) 6/17/15 for the following specified purpose:
Vehicle Replacement

RESERVE FUND RESOURCES AND REQUIREMENTS

Year this reserve fund will be reviewed to be continued or abolished.
Date can not be more than 10 years after establishment.
Review Year: 2025

Vehicle Fund
(Fund)

(Fund)										Crook County Ag. Extension Service District									
Historical Data					DESCRIPTION RESOURCES AND REQUIREMENTS					Budget for Next Year 2021-22									
Actual		Adopted Budget This Year 2020-21								Proposed By Budget Officer		Approved By Budget Committee		Adopted By Governing Body					
Second Preceding Year 2018-19	First Preceding Year 2019-20																		
					RESOURCES														
1	15,130.37	25,462.94	\$	35,984.00	1. Cash on hand* (cash basis) or				\$	51,205.00					1				
2					2. Working Capital (accrual basis)										2				
3					3. Previously levied taxes estimated to be received										3				
4	332.57	512.23	\$	350.00	4. Interest				\$	400.00					4				
5	10,000.00	10,000.00	\$	15,000.00	5. Transferred IN, from other funds				\$	10,000.00					5				
6					6 Sale of vehicle										6				
7					7										7				
8					8										8				
9	25,462.94	35,975.17	\$	51,334.00	9. Total Resources, except taxes to be levied				\$	61,605.00					9				
10					10. Taxes estimated to be received										10				
11					11. Taxes collected in year levied										11				
12	25462.94	35975.17	\$	51,334.00	12. TOTAL RESOURCES				\$	61,605.00	\$	-	0	12					
					REQUIREMENTS**														
13	0.00	0.00	\$	51,334.00	13 Vehicle Purchase				\$	61,605.00					13				
14					14										14				
15					15										15				
16					16										16				
17					17										17				
18					18										18				
19					19										19				
20					20										20				
21					21										21				
22					22										22				
23					23										23				
24					24										24				
25					25										25				
26					26										26				
27					27. Ending balance (prior years)										27				
28	25,462.94	35,975.17			28. RESERVED FOR FUTURE EXPENDITURE										28				
29	25,462.94	35975.17	\$	51,334.00	29. TOTAL REQUIREMENTS				\$	61,605.00	\$	-	0	29					

*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

**List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the

**FORM
LB-11**

This fund is authorized and established by resolution / ordinance number
2008-62 on (date) 6/18/08 for the following specified purpose
Building Maintenance

**RESERVE FUND
RESOURCES AND REQUIREMENTS**

Year this reserve fund will be reviewed to be continued or abolished.
Date can not be more than 10 years after establishment.
Review Year: 2028

Building Maintenance
(Fund)

(Fund)										Crook County Ag. Extension Service District						
Historical Data					DESCRIPTION RESOURCES AND REQUIREMENTS					Budget for Next Year 2021-22						
Actual			Adopted Budget This Year 2020-21							Proposed By Budget Officer		Approved By Budget Committee		Adopted By Governing Body		
Second Preceding Year 2018-19	First Preceding Year 2019-20															
					RESOURCES											
1	\$	25,030.09	\$	7,642.34	\$	11,600.00	1. Cash on hand* (cash basis) or					\$	20,140.00			1
2							2. Working Capital (accrual basis)									2
3							3. Previously levied taxes estimated to be received									3
4	\$	196.25	\$	289.08	\$	200.00	4. Interest					\$	300.00			4
5	\$	10,000.00	\$	20,500.00	\$	15,000.00	5. Transferred IN, from other funds					\$	20,000.00			5
6							6. Rental									6
7							7									7
8							8									8
9	\$	35,226.34	\$	28,431.42	\$	26,800.00	9. Total Resources, except taxes to be levied					\$	40,440.00			9
10							10. Taxes estimated to be received									10
11							11. Taxes collected in year levied									11
12	\$	35,226.34	\$	28,431.42	\$	26,800.00	12. TOTAL RESOURCES					\$	40,440.00	0		12
					REQUIREMENTS**											
13	\$	27,584.00	\$	21,113.23	\$	26,800.00	1. Repair and Maintenance					\$	40,440.00			13
14							2									14
15							15									15
16							16									16
17																17
18																18
19							19									19
20							20									20
21							21									21
22							22									22
23							23									23
24							24									24
25							25									25
26							26									26
27							27. Ending balance (prior years)									27
28	\$	7,642.34	\$	7,318.19			28. RESERVED FOR FUTURE EXPENDITURE									28
29	\$	35,226.34	\$	28,431.42	\$	26,800.00	29. TOTAL REQUIREMENTS					\$	40,440.00	0		29

*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

**List requirements by organizational unit or program, activity, object classification, then expenditure detail, if the

**SPECIAL FUND
RESOURCES AND REQUIREMENTS**

Grant Fund _____
(Fund)
____ Crook County Ag. Extension Service District _____
(Name of Municipal Corporation)

Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for Next Year ____ 2021-22		
Second Preceding Year ____ 2018-19 ____	Actual First Preceding Year ____ 2019-20 ____	Adopted Budget This Year ____ 2020-21 ____		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
			RESOURCES			
1	1153.35	1177.19	1. Cash on hand * (cash basis), or	0		1
2			2. Working Capital (accrual basis)			2
3			3. Previously levied taxes estimated to be received			3
4	23.84	20.93	4. Interest	0		4
5			5. Transferred IN, from other funds			5
6			6			6
7			7 Reimbursed items			7
8			8			8
9	1177.17	1198.12	9. Total Resources, except taxes to be levied			9
10			10. Taxes estimated to be received			10
11			11. Taxes collected in year levied			11
12	1177.19	1198.12	12. TOTAL RESOURCES	0		12
			REQUIREMENTS **			
13			1. Personnel			13
14	1177.19	1198.12	2. Materials and Supplies	0		14
15			3. Contracted Services			15
16			4. Capital expenditures			16
17			16			17
18			17			18
19			18			19
20			19			20
21			20			21
22			21			22
23			22			23
24			24			24
25			25			25
26			26			26
27	1177.19	1198.12	27. Ending balance (prior years)			27
28			28. UNAPPROPRIATED ENDING FUND BALANCE			28
29	1177.19	1198.12	29. TOTAL REQUIREMENTS	0		29

*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

**List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

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

**IN THE MATTER OF THE
 APPOINTMENT TO THE LIBRARY
 BOARD OF TRUSTEES**

ORDER 2021-34

WHEREAS, volunteers are essential to the operation of the county government; and

WHEREAS, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

NOW, THEREFORE, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Crook County Boards and Committees:

Board	Appointee	Term	Oath required
Library Board of Trustees Position #3	LaQuita Stec	4 – Year Term Expiring 6-30-2025	Yes

DATED this 16th day of June 2021.

 Seth Crawford
 County Judge

 Jerry Brummer
 County Commissioner

 Brian Barney
 County Commissioner

Crook County Legal Counsel

Mailing: 300 NE Third St., Rm 10, 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: Eric Blaine, County Counsel

DATE: June 7, 2021

RE: Dedication of approximately 1 acre to the Humane Society of the Ochocos
Our File No.: Ct. RE # 290

The City of Prineville has been interested in a property swap along Tom McCall Road for several months, and in December 2020, the City, County, and Humane Society of the Ochocos executed an agreement to effectuate it.

Under this arrangement, the County would dedicate about 1 acre of property to the HSO, located north of the HSO's current parcel. The HSO, in turn, would dedicate an additional 20 feet along the east side of Tom McCall Road, and an additional 20 feet along what is now the southern boundary of this parcel. Both of these dedications would be made to the City of Prineville.

The latter two dedications were completed with boundary line adjustment recorded as MF 2021-309195 and a deed recorded as MF 2021-308925. The attached deed would implement the property grant from the County to the Humane Society.

Please let me know if you have any questions.

***Please place this memo and the attached document(s)
on the Wednesday, June 16, 2021 County Court
agenda, as a Consent Agenda item.***

After Recording Return to:
 Jered Reid
 35 SE C Street, Suite D
 Madras, OR 97741

Send Tax Statements to:
 No Change

PROPERTY LINE ADJUSTMENT DEED

The true and actual consideration for this conveyance is to perfect a property line adjustment pursuant to City of Prineville Project Number BA-2021-100.

Crook County, a Political Subdivision of the State of Oregon, is the owner of certain real property located in Crook County, Oregon, described as:

A PARCEL OF LAND BEING PARCEL 3 OF PARTITION PLAT NO. 2021-13, RECORDED.
 RECORDED AT INSTRUMENT NO. 2021-308487 APRIL 21, 2021, RECORDS OF CROOK COUNTY,
 OREGON.

Hereinafter "Property 1."

Humane Society of the Ochocos, Inc., an Oregon non-profit corporation, is the owner of certain real property located in Crook County, Oregon, described as:

A PARCEL OF LAND BEING PARCEL 2 OF PARTITION PLAT NO. 1997-36, RECORDED AT
 INSTRUMENT NO. 138028 ON DECEMBER 16, 1997, RECORDS OF CROOK COUNTY, OREGON.

Hereinafter "Property 2."

Crook County, Grantor, conveys to Humane Society of the Ochocos, Grantee, a portion of Property 1 to Property 2, as described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 15 EAST, W.M., CROOK COUNTY, OREGON, BEING A PORTION OF PARCEL 3 OF PARTITION PLAT NO. 2021-13, RECORDED AT INSTRUMENT NO. 2021-308487, RECORDS OF CROOK COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11, THENCE SOUTH 00°37'53" EAST ALONG THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 132.65 FEET TO THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT NO. 1997-36, RECORDS OF CROOK COUNTY, OREGON; THENCE SOUTH 89°45'56" WEST ALONG THE NORTH LINE OF SAID PARCEL 2 A DISTANCE OF 311.08 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST TOM MCCALL ROAD; THENCE NORTH 00°07'18" WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF SOUTHWEST TOM MCCALL ROAD A DISTANCE OF 132.92 FEET TO THE NORTH LINE OF SAID SECTION 11; THENCE NORTH 89°48'56" EAST ALONG SAID NORTH LINE OF SECTION 11 A DISTANCE OF 309.89 FEET TO THE POINT OF BEGINNING. CONTAINING 0.95 AC., MORE OR LESS.

Property 1 after the property line adjustment is described as follows:

A PARCEL OF LAND BEING PARCEL 3 OF PARTITION PLAT NO. 2021-13, RECORDED. RECORDED AT INSTRUMENT NO. 2021-308487 APRIL 21, 2021, RECORDS OF CROOK COUNTY, OREGON.

EXCEPTING THEREFROM: A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 15 EAST, W.M., CROOK COUNTY, OREGON, BEING A PORTION OF PARCEL 3 OF PARTITION PLAT NO. 2021-13, RECORDED AT INSTRUMENT NO. 2021-308487, RECORDS OF CROOK COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11, THENCE SOUTH 00°37'53" EAST ALONG THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 132.65 FEET TO THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT NO. 1997-36, RECORDS OF CROOK COUNTY, OREGON; THENCE SOUTH 89°45'56" WEST ALONG THE NORTH LINE OF SAID PARCEL 2 A DISTANCE OF 311.08 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST TOM MCCALL ROAD; THENCE NORTH 00°07'18" WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF SOUTHWEST TOM MCCALL ROAD A DISTANCE OF 132.92 FEET TO THE NORTH LINE OF SAID SECTION 11; THENCE NORTH 89°48'56" EAST ALONG SAID NORTH LINE OF SECTION 11 A DISTANCE OF 309.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.95 AC., MORE OR LESS.

Property 2 after the property line adjudgment is described as follows:

A PARCEL OF LAND BEING PARCEL 2 OF PARTITION PLAT NO. 1997-36, RECORDED AT INSTRUMENT NO. 138028 ON DECEMBER 16, 1997, RECORDS OF CROOK COUNTY, OREGON.

TOGETHER WITH; A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 15 EAST, W.M., CROOK COUNTY, OREGON, BEING A PORTION OF PARCEL 3 OF PARTITION PLAT NO. 2021-13, RECORDED AT INSTRUMENT NO. 2021-308487. RECORDS OF CROOK COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11, THENCE SOUTH 00°37'53" EAST ALONG THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 132.65 FEET TO THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT NO. 1997-36, RECORDS OF CROOK COUNTY, OREGON; THENCE SOUTH 89°45'56" WEST ALONG THE NORTH LINE OF SAID PARCEL 2 A DISTANCE OF 311.08 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST TOM MCCALL ROAD; THENCE NORTH 00°07'18" WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF SOUTHWEST TOM MCCALL ROAD A DISTANCE OF 132.92 FEET TO THE NORTH LINE OF SAID SECTION 11; THENCE NORTH 89°48'56" EAST ALONG SAID NORTH LINE OF SECTION 11 A DISTANCE OF 309.89 FEET TO THE POINT OF BEGINNING, CONTAINING. 0.95 AC., MORE OR LESS.

EXCEPTING THEREFROM: THE SOUTH 20 FEET AND THE WEST 20 FEET OF PARCEL 2 OF PARTITION PLAT NO. 1997-36 AS PER DEED OF DEDICATION, MF 2021-308925.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336, AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424,

OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

GRANTOR:

DATED: June ____, 2021.

CROOK COUNTY

Seth Crawford, Crook County Judge

Brian Barney, Crook County Commissioner

Jerry Brummer, Crook County Commissioner

STATE OF OREGON)
) ss.
 County of Crook)

The foregoing instrument was acknowledged before me on June ____, 2021, Seth Crawford, as Crook County Judge, Brian Barney, as Crook County Commissioner, and Jerry Brummer, as Crook County Commissioner, all of whom acknowledged the forgoing instrument to be their voluntary act and deed.

 Notary Public for Oregon
 My Commission Expires:

AMENDMENT 7
To School Based Health Center Contract for Services

This Amendment 7 is entered into by Crook County School District (hereinafter "CCSD"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"). Together, CCSD and County may be referred to as "the Parties."

RECITALS

WHEREAS, CCSD and County are parties to that certain Contract for Services, dated July 1, 2013, whereby County provides administration and oversight for services related to the School Based Health Center (hereinafter "SBHC") located in Prineville, Oregon, and CCSD provides a health center coordinator for the SBHC; and

WHEREAS, that Contract for Services has been previously amended on May 7, 2014 (Amendment 1), May 11, 2015 (Amendment 2), May 5, 2016 (Amendment 3), and May 17, 2017 (Amendment 4), June 5, 2020 (Amendment 5); and July 15, 2020 (Amendment 6).

WHEREAS, the Parties wish to continue the terms of the Contract for Services as modified by this Amendment 7.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained herein, the Parties agree as follows:

- Section One: The Recitals listed above are incorporated herein by reference.
- Section Two: The duration of the Contract for Services is extended to June 30, 2022, unless sooner terminated according to its terms.
- Section Three: Except as amended by this Amendment 7, all other terms of the Contract for Services, including all prior amendments, remain in full force and effect.
- Section Four: This Amendment may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the Parties agree to be bound by the terms and conditions set forth in this Amendment 7, effective on the date when signed by both

Parties.

CROOK COUNTY SCHOOL DISTRICT

CROOK COUNTY, OREGON


Signature

Anna Logan

Printed Name

Date: 6/7/2021

Seth Crawford, Judge

Jerry Brummer, Commissioner

Brian Barney, Commissioner

Date:

AMENDMENT NO. 7 TO AGREEMENT TO PROVIDE SERVICES

This AMENDMENT NO. 7 to Agreement to Provide Services ("Amendment No. 6") is made and entered into effective as of July 1, 2021, by and between CROOK COUNTY, a political subdivision of the State of Oregon ("County"), and THE HUMANE SOCIETY OF THE OCHOCOS, an Oregon nonprofit corporation ("HSO").

RECITALS

- A. County and HSO are parties to an Agreement to Provide Services dated July 1, 2014, ("Agreement") with respect to HSO providing to County animal custody and care services; and
- B. The Agreement was previously revised by Amendment Nos. 1, 2, 3, 4, and 5, effective July 1, 2015, July 1, 2016, July 1, 2017, July 1, 2018, July 1, 2019, and July 1, 2020 respectively; and
- C. The Agreement as modified by Amendment No. 6 is set to expire on June 30, 2021; and
- D. County and HSO now desire to extend the term of the Agreement and amend the Agreement on the terms set forth in this Amendment No. 7.

AMENDMENT TERMS

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

- 1. Recitals. The above recitals are incorporated herein as terms of contract and not mere recitals.

Extended Term. The term of the Agreement shall be extended through June 30, 2022.
- 2. Reaffirmation of Agreement. Except as modified by this Amendment No. 7, all terms and conditions of the Agreement as previously modified are reaffirmed and remain unmodified and in full force and effect.

///

3. Counterparts. This Amendment No. 7 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together, shall constitute one in the same original. Facsimiles and electronic transmittals of the signed document shall be binding as an original of such signed document.

HUMANE SOCIETY OF THE OCHOCOS

By: [Signature]
 Title: Executive Director
Hearner Daniel
 Printed Name and Title

Date: June 7, 2021

CROOK COUNTY COURT

Seth Crawford, Judge
 Date: _____

Jerry Brummer, Commissioner
 Date: _____

Brian Barney, Commissioner
 Date: _____

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: June 8, 2021

RE: Landfill Entrance Extension for Andersen Construction
Our File No.: Landfill 103(A)

Enclosed is Extension to Construction Contract (Extension) with Andersen Construction for their work on the Landfill's facility entrance project. The original completion-by date was May 31, with liquidated damages of \$1,000 per day. This Extension simply pushes out the completion-by date to June 30.

There have been some delays on the project outside of Andersen's control and some other issues currently being sorted out. Jeff Merwin requested and recommends this Extension. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, June 16, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

EXTENSION TO CONSTRUCTION CONTRACT

This Extension to Construction Contract ("Extension") is entered into this 8th day of June, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County"), and Andersen Construction Company of Oregon, LLC, (hereinafter "Contractor").

RECITALS

WHEREAS, on October 15, 2020, County and Contractor entered into a Construction Contract (the "Contract") for the construction services to improve the entrance facilities at the Crook County Landfill; and

WHEREAS, the Contract requires full performance by May 31, 2021; and

WHEREAS, the length of time required to complete the project is taking longer than expected; and

WHEREAS, County and Contractor desire to extend the term of the Contract to complete full performance in accordance with all plans and specifications by June 30, 2021.

AGREEMENT

NOW, THEREFORE, in consideration of the promises set forth herein, the parties to this Extension agree as follows:

1. **Performance.** Paragraph number 3 of the Contract is hereby amended to extend the term to complete full performance in accordance with all plans and specifications from May 31, 2021 to June 30, 2021.
2. **Reaffirmation of Construction Contract.** Except as modified by this Extension, all terms and conditions of Contract are reaffirmed and remain unmodified and in full force and effect.
3. **Counterparts.** This Extension may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

In witness whereof, the parties have hereunto affixed their hands and seals the date first hereinabove written.

For Contractor:

Andersen Construction Company of
Oregon, LLC

By:  _____
Signature
Print Name

Its: REGIONAL VICE PRESIDENT

Date JUNE 8, 2021

For County:

CROOK COUNTY COURT

Seth Crawford, County Judge
Date: _____

Jerry Brummer, County Commissioner
Date: _____

Brian Barney, County Commissioner
Date: _____

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

Tammy Baney
Printed Name

Executive Director
Title

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," 36CFR 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>

Crook County Legal Counsel

Mailing: 300 NE Third St., Rm 10, 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: Eric Blaine, County Counsel

DATE: June 9, 2021

RE: Public Health consulting services contract for Muriel DelaVergne-Brown

After decades serving in the field of public health, Muriel DelaVergne-Brown is planning on retiring on June 24. She has offered to make herself available for consulting if questions arise after her retirement. The attached services agreement would pay \$500.00 per month for the next 12 months to her newly created limited liability company. The parties would establish "normal business hours" during which she may be contacted. The County would also be able to engage her services on "off-hours" as well, for emergency situations as may arise.

Katie Plumb has reviewed the scope of services and recommends approve. Muriel has already signed on behalf of her LLC.

Please let me know if you have any questions.

***Please place this memo and the attached document(s)
on the Wednesday, June 16, 2021 County Court
agenda, as a Consent Agenda item.***

AGREEMENT FOR ON-CALL CONSULTING SERVICES

This agreement for on-call consulting services (hereinafter the "Agreement") is executed by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County") and MurielPHaspirations LLC, an Oregon limited liability company (hereinafter "Consultant"). County and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. WHEREAS, County is responsible for providing public health services to the residents of Crook County, and, in specific cases, the wider Central Oregon region; and
- B. WHEREAS, Consultant has considerable experience in the management of public health activities, and is willing to provide on-call consulting services to County; and
- C. WHEREAS,

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Incorporation of Recitals: The above Recitals are made a part of this Agreement, as terms of contract and not mere recitals.
2. Effective Date: This Agreement is effective on the date when signed by both Parties.
3. Duration: Unless sooner terminated as described herein, this Agreement will continue in force until June 30, 2022.
4. Payment: County will remit to Consultant a fee of \$500.00 per month, provided that Consultant has delivered to County a W-9 form.
5. On-Call Consulting Services:
 - a. Consultant will furnish County with telephone, email, and other contact information, and agrees to be available during reasonable business hours to provide County staff with advice and recommendations on public health and healthcare issues.
 - b. Emergency consulting services: From time to time, County may experience an urgent matter outside of normal business hours for which it wishes to receive Consultant's services. County agrees to limit the frequency of such

emergency consulting requests in recognition of their unusual and disruptive nature. If County wishes to engage such emergency consulting services, County will inform Consultant of the nature of the emergency.

- c. Off-hours, vacations, and leaves of absence: The Parties may agree to a schedule of consulting hours, or to expected periods of vacations or absence during which one or the other Party is unavailable.
6. Protected Health Information/Confidentiality: The Parties will abide by the requirements of applicable law regarding the protection and confidentiality of protected health information described in *Exhibit A, Business Associate Agreement*.
7. Independent Contractor: By its execution of this Agreement, Consultant certifies its status as a "Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600.
8. Authorized Signatures Required: Only those persons authorized by County may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of County. All persons doing business with County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for County has been duly authorized.
9. Compliance With The Laws: Consultant agrees to comply with the provisions of this contract, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules.
10. Protection of Personal Information: If Consultant obtains any personal information as defined in ORS § 646A.602(11) related to this Agreement or concerning any County employee, Consultant agrees to provide appropriate safeguards to protect the security of this information. Consultant shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS §646A.622.
11. Entire Agreement: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives.
12. Amendments: This Agreement may be supplemented, amended or revised only in writing signed by both Parties.

13. Assignment/Subcontracting: Neither party may assign or subcontract this Agreement, in whole or in part, without the prior written consent of the other party.
14. Termination: Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Termination will not prejudice any right or claim which accrued prior to termination.
15. No Authority To Bind County: Consultant has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
16. Governing Law and Venue: Any dispute under this Agreement shall be governed by Oregon law with venue being located in Prineville, Oregon.
17. Severability: If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
18. Conditions concerning payment, contributions, liens, withholding. Pursuant to ORS 279B.220, Consultant shall:
 - a) Make payment promptly, as due, to all persons supplying to the Consultant labor or material for the performance of the work provided for in the contract.
 - b) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of the contract.
 - c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
19. Condition concerning payment for medical care and providing workers' compensation. Pursuant to ORS 279B.230, Consultant shall:
 - a) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Employee, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
 - b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
20. Attorney Fees: In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement,

each party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.

ACCEPTED FOR COUNTY:

By: _____
 Print: _____
 Title: _____
 Date: _____

ACCEPTED FOR CONSULTANT:


By: 
 Print: Mune DeLaVergne Brown
 Title: Consultant
 Date: 6/8/21

Exhibit A Business Associate Agreement

This Business Associate Agreement between County of Crook (County) and Consultant is adopted to ensure that Consultant will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of County in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Business Associate Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Business Associate Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Business Associate Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Consultant agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
3. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any security incident (as defined in 45 CFR 164.304) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to County without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Consultant agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

5. Make available PHI in a designated record set to County as necessary to satisfy County's obligation under 45 CFR 164.524 in no more than 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by County, or take other measures necessary to satisfy County's obligations under 45 CFR §164.526 in no more than 30 days of a request;
7. Maintain and make available information required to provide an accounting of disclosures to County or an individual who has a right to an accounting within 60 days and as necessary to satisfy County's obligations under 45 CFR §164.528;
8. To the extent that Consultant is to carry out any of County's obligations under Subpart E of 45 CFR Part 164, Consultant shall comply with the requirements of Subpart E of 45 CFR Part 164 that apply to County when it carries out that obligation;
9. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA rules;
10. County shall notify Consultant of any restriction on the use or disclosure of PHI that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI; and
11. If County is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Consultant agrees to assist County in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of County's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of County agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting County of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to County of any threat of identity theft as a result of the incident.
12. If Consultant is part of a larger organization, Consultant will implement policies and procedures to protect PHI from unauthorized access by the larger organization.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Consultant on behalf of County are limited to:

1. The review of patient care information in the course of Consultant conducting risk and compliance assessment activities, or providing County with a Control Activity Gap Analysis, or the review of PHI and other information necessary to assist County in developing its HIPAA compliance program; and

2. Other uses or disclosures of PHI as permitted by the HIPAA rules as necessary to perform the services set forth in the Consulting Services Agreement.
3. Uses or disclosures of protected health information as required by law.

D. Termination

1. County may terminate this Business Associate Agreement if County determines that Consultant has violated a material term of the Business Associate Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Business Associate Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Business Associate Agreement, if feasible.
3. Upon termination of this Business Associate Agreement for any reason, Consultant shall return to County or destroy all PHI received from County, or created, maintained, or received by Consultant on behalf of County that Consultant still maintains in any form. Consultant shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Business Associate Agreement will extend to such PHI.
4. The obligations under this Business Associate Agreement are perpetual and shall survive termination.

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

IN THE MATTER OF

ORDER #2021-32

Accepting revenue, changing related appropriations, line
item adjustments and changing expenditure budget
appropriations for County Funds for Fiscal Year 2020-21

WHEREAS, this Order is made in accordance with ORS 294.463 which states transfers of appropriations may be made within fund or between funds, and

WHEREAS, this order is needed to transfer appropriations as described below.

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

DATED this 16th day of June 2021.

CROOK COUNTY COURT:

SETH CRAWFORD, County Judge

JERRY BRUMMER, County Commissioner

BRIAN BARNEY, County Commissioner

Exhibit A for Court Order 2021-32

Fund	Department	Original Budget	Change	Revised Budget
Historical Museum	Museum	445,970	-	445,970
		Total	-	

Appropriation transfers for miscellaneous expenditures

Historical Museum			Total	-
	Description	Change	GL Number	Amount
	Personnel	Increase	616-1600-510.01-17	5,900
	Personnel	Increase	616-1600-510.01-22	2,000
	Personnel	Increase	616-1600-510.02-03	18,000
	Materials & Services	Increase	616-1600-520.66-09	11,000
	Contingency	Decrease	616-1600-569.96-01	(36,900)

Fund	Department	Original Budget	Change	Revised Budget
Justice Center Capital Project	Justice Center	1,000,000	-	1,000,000
		Total	-	

Appropriation transfers for capital outlay

Justice Center Capital Projects			Total	-
	Description	Change	GL Number	Amount
	Materials & Services	Decrease	392-0000-520.35-20	(75,000)
	Capital Outlay	Increase	392-0000-580.80-54	75,000

Fund	Department	Original Budget	Change	Revised Budget
Airport Capital Projects	Runway Design	100,059	-	100,059
		Total	-	

Appropriation transfers from capital outlay

Runway Design			Total	-
	Description	Change	GL Number	Amount
	Transfers	Increase	391-2407-597.97-00	59
	Capital Outlay	Decrease	391-2407-580.80-54	(59)



Request to place business before the Crook County Court

Important Note: The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents and Crook County. Administrative matters which are the purview of individual departments will be placed on the agenda at the request of the Department Head. By completing this form, you are asking to be placed on the agenda.

Please return this form to Crook County Administration Office via
Email: amy.albert@co.crook.or.us; or Mail: 300 NE 3rd St., Prineville OR 97754

Your name: Elaina Huffman Date of Request: 5.3.2021
Email: elaina@prinevilleins.com Phone: 541.447.6372
Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? June 16, 2021
2. Describe the matter to be placed before the Court: Insurance Renewals
3. What action are you requesting that the Court take? Renew
4. What is the cost involved with your request, if applicable? Unavailable at a this time; will have prepared for handouts
5. Please estimate the time required for your presentation.
☐ 5 minutes ☐ 10 minutes ☒ 15 minutes ☐ other _____ minutes
6. Are you (or will you be) represented by legal counsel?
x Yes (please name your attorney) _____
 No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)
7. If you have a physical disability and require an accommodation, please specify your need: _____

Optional Endorsement:

Signature of County Judge/Commissioner endorsing this request and requesting placement of the agenda: *(A request submitted at the request of a sponsoring commissioner, will be placed on an appropriate agenda. All other matters will be considered for appropriateness for consideration by the full Court in view of the above criteria.)*

Court member signature

Date

Proposed Planning Fee Schedule 2021

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Permit Type	Current Fee	Proposed fee
Appeals—Remands [No Code Compliance Fee]		
Appeal to Planning Commission	\$250.00	\$250.00
Appeal to County Court	\$1850 + 20% of original fee	\$2050 + 20% of original fee
CD/USB records	\$5.00	\$5.00

DOCUMENTS PURCHASED

Duplication fees	\$0.25/page	\$0.25/page
Duplication of oversize exhibits	\$5.00/page	\$5.00/page
Local Appeal Record	\$5.00	\$5.00

LAND PARTITIONS

Land partitioning (Residential, Commercial or Industrial)

Land partitions (two – three lots)	\$1,800.00	\$1,900.00
Measure 49 Partition	\$1,500.00	\$1,575.00
Farm partition/forest partition (two – three lots)	\$1,800.00	\$1,900.00
Boundary Line Adjustment	\$635.00	\$725.00
Combining/Uncombining lots	\$400.00	\$425.00
Final plat review	\$150.00	\$160.00
Replat	\$825.00	\$725.00

CONDITIONAL USE PERMITS

Conditional use permit, administrative (e.g., dog kennels, home occupations;)	\$950.00	\$1,000.00
Conditional use permit, w/hearing (e.g. bed & breakfast, multi-family residential)	\$2,475.00	\$2,600.00
Conditional use permit, modification of conditions, administrative	\$450.00	\$475.00
Conditional use permit, modification of conditions w/hearing	\$1,500.00	\$1,600.00
Temporary hardship	\$350.00	\$370.00
Temporary hardship renewal fee (every 2 years)	\$25.00	\$25.00
Conditional use – mineral aggregate	\$8,500.00	\$8,900.00
Conditional use – commercial energy (Additional fee will apply if a Goal exception is required)	\$9,500.00	\$10,000.00
Conditional use permit, Non-farm dwelling on existing parcel	\$2,000.00	\$2,500.00
Conditional use permit, Non-farm partition (two to three lots)	\$4,000.00	\$5,000.00
Conditional use permit, forest dwelling	\$3,000.00	\$3,200.00

AMENDMENTS

Comprehensive plan amendment	\$5,000.00	\$5,250.00
Comprehensive plan amendment, required goal exception	\$7,000.00	\$7,350.00
Zone map change, measure 56 notice required	\$5,000.00	\$5,250.00
Zone map change, if no measure 56 notice required	\$2,500.00	\$2,625.00
Zone text change, measure 56 notice required	\$4,000.00	\$4,200.00
Zone text change, if no measure 56 notice required	\$2,500.00	\$2,625.00

Orange cells are an increase
Blue cells are a decrease
No color are no change

Proposed Planning Fee Schedule 2021

Permit Type	Current Fee	Proposed fee
SITE PLAN REVIEWS		
Site plan review – residential	\$650.00	\$675.00
Site plan review – accessory structure	\$250.00	\$125.00
Site plan review—accessory farm help dwelling	\$1,500.00	\$1,100.00
Site plan review – accessory farm family dwelling	\$1,025.00	\$1,100.00
Site plan review – farm dwelling	\$1,025.00	\$1,100.00
Site plan review—accessory forest-family dwelling	\$1,000.00	\$1,100.00
Site plan review – lot of record – ORS 215.705	\$1,000.00	\$1,100.00
Site plan review – Agricultural Exempt	\$200.00	\$0.00
Site plan review – Equine facility	\$200.00	\$0.00
Site plan review – Commercial, Industrial	\$0.00	\$1,000.00
Site plan review - utility facilities, cell towers	\$3,025.00	\$3,025.00
Site plan modification	\$250.00	\$250.00

SUBDIVISIONS / PLANNED UNIT DEVELOPMENTS

Outline development / master plan	\$3,000.00+\$200/lot + 10% compliance fee	\$3,150.00+\$200/lot + 10% compliance fee
Subdivision name changes	\$500.00	\$525.00
Final plat review	\$825.00	\$1,000.00
Subdivision modification request by applicant w/hearing	\$2,000.00	\$2,100.00
Public hearing extension request	\$500.00	\$525.00
Replat	\$825.00	\$825.00

DESTINATION RESORT

Destination Resort Conditional use permit	\$25,000.00	\$0.00
Conditional use permit, modification	\$25,000.00	\$27,000.00
Subdivision Phase	\$3,000.00+\$200/lot + 10% compliance fee	\$3,000.00+\$200/lot + 10% compliance fee
Site plan review – residential	\$800.00	\$850.00
Site plan review – commercial	\$1,750.00	\$1,100.00
Final development review	\$1,100.00	\$1,100.00
Final plat review	\$825.00	\$1,000.00
Replat	\$850.00	\$825.00

Orange cells are an increase

Blue cells are a decrease

No color are no change

Proposed Planning Fee Schedule 2021

15

Permit Type	Current Fee	Proposed fee
OTHER PERMIT FEES		
Legal parcel/lot determination 1-4 lots	\$750.00 +\$50.00/lot	\$800.00 +\$50.00/lot
Legal parcel/lot determination 5+ lots	\$250.00 +\$50.00/lot	\$275.00 +\$50.00/lot
Complex project fee	\$1,000.00 deposit + actual costs	\$1,000.00 deposit + actual costs
Variance without public hearing	\$700.00	\$250.00
Variance with public hearing	\$1,100.00	\$1,100.00
Vested right application	\$500.00	\$550.00
Sign permit	\$225.00	\$225.00
Temporary use permit – Property owners RV on lot for up to 6 months	\$115.00	\$200.00
Temporary use permit – Renewal fee for property owner RV next 6 months	\$25.00	\$25.00
Land Use Compatibility Statement	\$75.00	\$75.00
Planning Director Determination (Interpretation-Advisory Only)	\$865.00	\$865.00
Staff Research/Consultation	First 15 minutes free, \$25.00 per hour after first 15 minutes	\$25.00 per hour
All land use extension requests	\$250.00	\$250.00
Refunds requests (if applicable)	100% of original fee	100% of original fee
Farm stand reviews	\$100.00	\$250.00
One mile study/soils report	\$175.00	\$200.00
Wildlife density analysis	\$75.00	\$75.00
Flood Verification - Written	\$75.00	\$0.00

Orange cells are an increase
 Blue cells are a decrease
 No color are no change

15

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

**IN THE MATTER OF ORDERING FEES
FOR FISCAL YEAR 2020-2021**

**ORDER 2020-46
Amendment #2**

WHEREAS, ORS 294.160 requires the establishment of fees by county governing bodies by order or ordinance after providing the public an opportunity to comment; and

WHEREAS, this Order 2020-46 was previously approved on August 25, 2020 and amended on January 20, 2021; and

WHEREAS, this Order reflects changes to fees which have not been raised in the preceding six months.

NOW, THEREFORE, BE IT ORDERED BY THE CROOK COUNTY COURT that the following fees are set for the fiscal year 2020-2021 commencing upon the effective date of this Amendment #1 to Order 2020-46, which shall continue in effect until amended by the Crook County Court or amended by operation of law:

ALL DEPARTMENTS, except as otherwise specified below:

Photocopies, per page	
Black and white pages	\$0.25
Color pages	\$0.75
Computer prints:	
first 10 pages,	\$0.40
next 100 pages,	\$0.20
additional pages, each	\$0.10
Faxes (up to 10 pages – does not include microfilm fees, search fees, etc.)	\$2.50
Research and collation fee, per hour	\$25.00
Returned and NSF check charge	\$25.00

ASSESSOR

Farm disqualification estimates	\$100.00 each
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Laser print enlargements of tax lot \$1.50 each

Mapping fee (per lot, condominium unit, private undedicated road, common area) \$35.00

Mobile Home Fees:

Title Transfer	\$55.00
Trip Permit	\$5.00 per section
Ownership or Situs Change	\$55.00

COMMUNITY DEVELOPMENT

The International Code Council Building Valuation Table has been adopted by Crook County and is published in February of every year and adopted through the County Court effective April 1st of every year. The current valuation table is as follows:

Total Valuation	Fee
\$1 to \$500	\$14.40
\$501 to \$2,000	\$14.40 for the first \$500.00 plus \$2.16 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$46.80 for the first \$2,000 plus \$8.64 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$245.52 for the first 25,000 plus \$6.47 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$394.33 for the first \$50,000 plus \$4.32 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	\$610.33 for the first \$100,000 plus \$3.60 for each additional \$1,000 or fraction thereof

- 1.) 12% State Surcharge is required to be added to Building fees as per State of Oregon.
- 2.) Code Compliance Fee for New Residential, Single Family Dwelling valuations will be 0.15% of building valuation (Maximum of \$300.00) (Supports code enforcement program.)
- 3.) Code Compliance Fee for New Accessory Building valuations 0.15% of building valuation (Maximum fee of \$200.00) (Supports code enforcement program)
- 4.) Code Compliance Fee for Commercial Structures Valuations 0.15% of building valuations (Maximum fee of \$300.00) (Supports code enforcement program).
- 5.) Minimum Building Permit Valuation Fee is \$5,000.
- 6.) Agricultural Building Exemption Review \$55.00
- 7.) Residential Demolition Permit Fee \$85.00
- 8.) Commercial Demolition Permit Fee \$220.00
- 9.) Additional Plan Review - Plan modifications – 2 hour minimum \$85.00 hr
- 10.) Refund processing fee (refunds must be requested within 180 days of application. Refunds are not available for any work that has been performed.) 75.00
- 11.) Change of Occupancy Review \$150.00

- 12.) Complex/large project consultation or review fee (may include charges for review from technical experts as ACS) 2 hour minimum \$150.00/hr
- 13.) Re-Roofing, Residential \$147.00
- 14.) Re-Roofing Fee Commercial Only Based on the Valuation of the Project
- 15.) A Fire Life Safety Plan Review Fee is required on all structures over 4000 sq. ft. and/or any project deemed necessary by the Building Official and assessed based on 40% of the Permit Fee.
- 16.) Addressing Fee:
A Utility Address may be required for a permit where a utility is requested. \$25.00
- 17.) Address Fees: County: \$100.00 Community Development
\$10.00 Road Sign Reserve
\$25.00 Fire Marker Fee = \$135.00
- City: \$100.00 Community Development
\$10.00 Road Sign Reserve = \$110.00
- 18.) Fire Marker Fee \$25.00
- ~~19.) Road Naming Fee \$150.00~~
- ~~20.) Road Renaming Fee \$200.00~~
- ~~21.)~~19.) Re-Inspection Fee \$100.00
- ~~22.)~~20.) Investigation fee \$100.00/hr
- ~~23.)~~21.) Each additional inspection \$100.00
- ~~24.)~~22.) Inspection outside normal business hours – 2 hour minimum \$75.00/hr
- ~~25.)~~23.) Inspection for which no fee is indicated \$100.00/hr
- ~~26.)~~24.) Replacement Copy provided by owner for Plan Review and Stamp \$30.00
- ~~27.)~~25.) Copying of Plans Reviewed, Stamped Plans \$30.00
- ~~28.)~~26.) Permit Reinstatement due to expired permit (within 6-month window) 50% of current fee for new permit. New Permit Fee thereafter.
- ~~29.)~~27.) Permit History Research Fee \$25.00 + .25 per page
- ~~30.)~~28.) Permit Shipping \$10.00
- ~~31.)~~29.) Phased Plan Review “per phase” for Residential/Commercial. \$250 minimum phasing fee plus 10% of the total project building permit fee, not to exceed \$1,500.00 for each phase.
- ~~32.)~~30.) Deferred plan Review – 65% of permit fee on deferred portion valuation with a \$250.00 minimum fee
- ~~33.)~~31.) Temporary Certificate of Occupancy – Commercial \$375.00
- ~~34.)~~32.) Temporary Certificate of Occupancy – Residential \$225.00
- ~~35.)~~33.) Temporary Gold Seal Job Trailer Placement Inspection
- a. Single-wide unit \$450.00
- b. Double-wide unit \$550.00
- c. Triple-wide unit \$650.00

Manufactured Home Park Fee Schedule – Valuation

Table 1	
\$1 to \$500	\$25

\$501 to \$2000	\$25 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000
\$2001 to \$25,000	\$58 for the first \$2000 plus \$9.90 for each additional \$1000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$285.70 for the first \$25,000 plus \$7.15 for each additional \$1000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$464.45 for the first \$50,000 plus \$4.95 for each additional \$1000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$711.95 for the first \$100,000 plus \$3.85 for each additional \$1000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$2,251.95 for the first \$500,000 plus \$2.20 for each additional \$1000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,351.95 for the first \$1,000,000 plus \$2.20 for each additional \$100 or fraction thereof

Evaluation: Table 2 – spaces per acre

Park Class A:

4 or less	5901
5	5517
6	5197
7	4941
8	4685
9	4493
10	4365
11	4301
12	4237

Park Class B:

4 or less	5504
5	5120
6	4800
7	4544
8	4288
9	4096
10	3968
11	3904
12	3804

Park Class C:

4 or less	5312
5	5028
6	4608

7	4352
8	4269
9	3904
10	3776
11	3712
12	3648

Note:

1. Table 2 is based on the 1990 evaluation of Mobile Home Parks published by Oregon Department of Revenue
2. Deduct ten percent from the valuation of parks constructed east of the Cascade Summit.
3. "Class A" parks contains paved streets, curbs and no sidewalks.
4. "Class B" Parks contains paved streets, no curbs and no sidewalks.
5. "Class C" parks contain no paved streets, no curbs, but have a sidewalk on one side of each street.

Additional plan review (required when approved plan is added to, changed, or revised – Min. 1/2 hour)	\$75.00
Consultation fee (min charge - one hour)	\$150.00
Plan check fee for manufactured home park	65%
Prefabricated structural inspections (includes site development and connection of the prefabricated structure)	_____
MH Park Installation connection	_____

Recreation Park Fee Schedule

Table 1	
\$1 to \$500	\$25
\$501 to \$2000	\$25 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000
\$2001 to \$25,000	\$58 for the first \$2000 plus \$9.90 for each additional \$1000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$285.70 for the first \$25,000 plus \$7.15 for each additional \$1000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$464.45 for the first \$50,000 plus \$4.95 for each additional \$1000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$711.95 for the first \$100,000 plus \$3.85 for each additional \$1000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$2,251.95 for the first \$500,000 plus \$2.20 for each additional \$1000 or fraction thereof, to and including \$1,000,000

\$1,000,001 and up	\$3,351.95 for the first \$1,000,000 plus \$2.20 for each additional \$100 or fraction thereof
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Recreation Park Valuation Table - Table 2

Park Class A:

6 or less spaces per acre	2637
8 spaces per acre	2470
10 spaces per acre	2320
12 spaces per acre	2189
14 spaces per acre	2074
16 spaces per acre	1978
18 spaces per acre	1907
20 spaces per acre	1849
22 spaces per acre	1798

Park Class B:

6 or less spaces per acre	2483
8 spaces per acre	2317
10 spaces per acre	2176
12 spaces per acre	2035
14 spaces per acre	1920
16 spaces per acre	1824
18 spaces per acre	1754
20 spaces per acre	1696
22 spaces per acre	1645

Park Class C:

6 or less spaces per acre	2483
8 spaces per acre	2317
10 spaces per acre	2176
12 spaces per acre	2035
14 spaces per acre	1920
16 spaces per acre	1824
18 spaces per acre	1754
20 spaces per acre	1696
22 spaces per acre	1645

Plan check fee for Rec park 65 %

Solar Fees:

- | | |
|---|-------------------------------|
| 1.) Solar Photo voltaic prescriptive (roof-mounted) | \$155.00 |
| 2.) Solar Photo voltaic – non-prescriptive | Fee is based on the valuation |
| of the project – see Structural Permit fee table for rates. | |

Mechanical Fees:

All mechanical permits are subject to a state Surcharge of 12% of the total permit fee. The minimum mechanical permit application fee is \$100.00.

The Mechanical Plan Review Fee is based on valuation of 75% of the determined Permit Fee, where applicable.

Commercial Mechanical permits are based on the valuation of the project – see Structural Permit fee table for rates.

1. Air Conditioner	\$13.29
2. Air handling unit up to 10,000 cfm	\$13.29
3. Air handling unit 10,001 cfm and over	\$17.72
4. Appliance vent installation, relocation or replacement not included in an appliance	\$10.52
5. Attic/crawl space fans	\$7.75
6. Chimney /liner/flue/vent	\$11.08
7. Clothes dryer exhaust	\$11.08
8. Decorative gas fireplace	\$11.08
9. Evaporative cooler other than portable	\$7.75
10. Floor furnace, including vent	\$11.08
11. Flue Vent for water heater or gas fireplace	\$9.42
12. Furnace/burner including duct work/vent/liner	\$17.72
13. Gas or wood fireplace/insert	\$17.72
14. Gas Fuel piping outlets	\$11.08
15. Heat pump	\$16.62
16. Hood served by mechanical exhaust, including ducts for hood	\$7.75
17. Hydronic hot water system	\$70.90
18. Mini spit system	\$16.62
19. Oil tank/gas/diesel generators	\$16.62
20. Pool or spa heater, kiln	\$11.08
21. Propane or natural gas vented room heaters, gas fired appliances, includes vent	\$17.75
22. Range hood/other kitchen equipment	\$10.52
23. Suspended heater, recessed wall heater, or floor mounted floor heater	\$11.08
24. Ventilation fan connected to single duct	\$7.75
25. Ventilation system not a portion of heating or air-conditioning system	\$7.75
26. Water heater	\$44.31
27. Wood/pellet stove	\$17.72
28. Other heating/cooling	\$11.08
29. Other fuel appliance	\$11.08
30. Other environment exhaust/ventilation	\$7.75
31. Mechanical-additional plan review per hour (min 2 hours)	\$85.00
32. Re-inspection fee-mechanical	\$90.00
33. Inspections outside normal business hours – mechanical (min 2 hours)	\$75.00
34. Inspections for which no fee is specifically indicated – mechanical (2 hours min)	\$75.00
35. Mechanical investigation fee	\$100.00/hr
36. Minimum fee – mechanical	\$100.00

Plumbing Fees:

All Plumbing permits are subject to a State Surcharge of 12% of the total permit fee

The minimum Plumbing Permit Application Fee is \$100.00

Plumbing Plan Review Fee is 75% of the permit fee.

1. Permit Fee, where applicable. Sanitary Sewer-first 100'	\$74.17
2. Storm Sewer-first 100'	\$74.17
3. Water Service - first 100'	\$74.17
4. Backflow preventer	\$74.17

5. Each additional 100' of water, sewer or storm sewer line	\$60.93
6. Water heater	\$44.31
7. Reinspection fee	\$/100.00 ea
8. Each additional inspection – plumbing	\$75.00
9. Inspections for which no fee is specifically indicated – plumbing (2 hours min)	\$75.00
10. Inspections outside normal business hours – plumbing (2 hours min)	\$75.00
11. Plumbing investigation fee	\$100.00
12. Plumbing – additional plan review per hour (2 hour minimum)	\$85.00
13. Single Family Residence –additional bath/kitchen	\$140.00
14. First Kitchen & Bathroom includes 100' of water, sewer & storm lines	\$175.00
15. First Kitchen & 2 Bathrooms Includes 100' of water, sewer & storm lines	\$300.00
16. First Kitchen & 3 Bathrooms includes 100' of water, & sewer & storm lines	\$340.00
17. Each fixture as marked on application	\$24.72
18. Re-piping of existing fixtures - per fixture	\$24.72
19. Residential Fire Sprinklers (connected to potable water) 13D:	
0-2,000 sq. ft.	\$136.00
2,001-3,600 sq. ft.	\$150.13
3,601 to 7,200 sq. ft.	\$190.78
Over 7,200 sq. ft.	\$232.77

Medical Gas Fees:

If the valuation is:

\$1.00 to \$5,000

\$5,001 to \$10,000

\$10,001 to \$100,000

\$100,001 and above

Your Fee is:

\$110.78

\$110.78 for the first \$5,000 plus \$1.66 per add'l \$100 or fraction thereof

\$193.78 for the first \$10,000 plus \$ 11.30 per add'l \$1,000 or fraction thereof

\$1210.78 for the first \$100,000 plus \$7.76 for each add'l \$1,000 or fraction thereof

Manufactured Homes:

1. Manufactured Home permits are subject to a \$30.00 State Administration Fee.
2. Manufactured Home placement fee of \$550.00 + 12% State Surcharge +\$30.00 State Fee = \$646.00

3. Manufactured Home Code Books \$35.00

The 12% State Surcharge will be applied to the following fees:

- a. Inspections outside normal business hours (2 hour minimum) \$75.00hr
- b. Inspections for which no fee is indicated. (2 hour minimum) \$75.00 hr
- c. Manufactured dwelling investigative fee \$100.00
- d. Reinspection fee \$100.00 ea

Electrical Division Fees: Minimum permit fee is \$100.00

1. All electrical permits are subject to a State Surcharge of 12% of the total permit fee
2. Electrical plan review is 25% of the permit fee when required
3. Master Electrical application permit fee \$100.00
4. Master Electrical hourly inspection fee \$100.00
5. Residential, per unit, service included

A.) 1,000 sq. ft. or less	\$166.16
B.) Each additional 500 sq. ft. or portion thereof	\$27.69
Multi-family is based on largest unit using residential square footage with each additional unit at 50%	
6.) Limited energy	\$38.77
7.) Each manufactured home or modular dwelling service or feeder	\$74.17
8.) Service or feeders: (installation, alteration, relocation)	
200 amps or less / 5KVA or less	\$106.90
9.) 201 to 400 amps	126.28
10.) 401 to 599 amps	\$212.13
11.) 600 to 1,000 amps	\$278.25
12.) Over 1,000 amps or volts	\$633.15
13.) Reconnect only	\$100.00
14.) Temporary service of feeders: (installation, alteration, relocation)	
A.) 200 amps or less	\$100.00
B.) 201 to 400 amps	\$116.31
C.) 401 to 599 amps	\$167.82
15.) Over 600 amps or 1,000 volts. <i>(See services or feeders section above)</i>	
Branch circuits: (new, alteration, extension per panel)	
16.) Fee for branch circuits w/purchase of a service or feeder fee	\$7.98
17.) Fee for branch circuits without purchase of a service or feeder fee:	
A.) First branch circuit	\$74.17
B.) Each additional branch circuit	\$7.98
18.) Miscellaneous: (service or feeder not included)	
A.) Each pump or irrigation circle	\$74.17
B.) Each sign or outline lighting	\$74.17
C.) Signal circuit(s) or a limited-energy panel, alteration or extension	\$74.17
D.)	
E.) Reinspection Fee	\$100.00 ea
F. Inspection outside normal business hours (two hour minimum)	\$75.00 hr
G. Inspection for which no fee is specifically indicated (2 hour min)	
\$/hour 75.00	
H. Additional plan review	\$100.00 hr
I. Investigation fee	\$100.00 hr
19.) Commercial Electrical Multi-Family	
Multi-family limited energy by floor	\$74.17
Multi-family protective signaling by floor	\$74.17

Renewable Energy

Renewable Energy 5KVA or Less	\$100.00
5KVA to 15KVA	\$126.00
15.01KVA to 25KVA	\$168.00

WIND ENERGIZED SYSTEMS

1.) 25.01 KVA through 50 KVA/ 601 to 1000 AMPS	\$225.98
2.) 50.01 KVA through 100 KVA / OVER 1,000 AMPS OR VOLTS	\$519.53

Road Naming Fees:

1.) Road Naming	\$300 150.00
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2.) Road Re-Naming

~~\$300~~200.00**PUBLIC AND PRIVATE ROADS intersecting with a County Maintained Road**

New or replacement road name sign/stop/post installed by County Road Dept. that is within the County Right of Way on a Private or Public Road ~~\$750~~400.00

STATE HIGHWAYS

~~New or replacement street sign/post located in ODOT right of way (Private & Public Roads not maintained by another jurisdiction)~~ ~~\$475.00~~

~~New or replacement street name sign with stop sign ODOT right of way (Private & Public Roads not maintained by another jurisdiction).~~ ~~\$530.00~~

Code Enforcement Fees:

- 1.) Code Compliance fee for on-site (septic) Environmental Health Program applications
(Supports code enforcement program) 6% of Environmental Health fee
- 2.) Code Compliance fee for Planning applications 10% of Planning Dept. fee
(Supports code enforcement program)
- 3.) Code Compliance Fee for New Residential Buildings
0.12% of building valuation (Maximum fee of \$200.00) (Supports code enforcement program)
- 4.) Code Compliance Fee for New Accessory Buildings 0.12% of building valuation (Maximum fee of \$100.00) (Supports code enforcement program)
- 5.) Code compliance Fee for Commercial Buildings 0.12% of building valuation
(Maximum fee of \$300.00) (Supports code enforcement program)
- 6.) Code Enforcement Hourly Rate \$75.00/hour
(As permitted by Crook County Code Title 1, cost recovery)
- 7.) Site investigation 2 hour minimum \$75.00/hour
- 8.) Code compliance letter, research and investigation 2 hour minimum \$75.00/hour
- 9.) Code compliance hearing fee \$250.00

On-Site (Septic Systems)

*Fee schedule for on-site septic program **includes the state surcharge of \$100 for all site evaluation, permits and other activity** where an application is required: all state fee schedules are subject to change based on legislative action and may be revised throughout the year. A code compliance fee of 6% of the County's base fee (before the DEQ surcharge is added) for specific on-site septic permits rounded to the nearest dollar amount is also included in the fee schedule.*

Site evaluation fee	\$725.00 <u>\$760.00</u>
Septic system permit, first 1,000 gallons, standard system	\$875.00 <u>\$920.00</u>
Septic system permit, first 1,000 gallons, capping fill	\$1,075.00 <u>\$1,125.00</u>
Septic system permit, first 1,000 gallons, grey water sump	\$450.00 <u>\$470.00</u>
Septic system permit, first 1,000 gallons, pressure distribution	\$1,275.00 <u>\$1,335.00</u>
Septic system permit, first 1,000 gallons, redundant	\$675.00 <u>\$705.00</u>

Last Updated 6/9/2021

forwarded to DEQ on a quarterly basis. The surcharge is set by the State of Oregon and will be adjusted to reflect State-imposed changes.

Planning

(Unless otherwise indicated all applications include an additional Code Compliance Fee of 10% of the total application fees)

(Note: Code Compliance fees may double for violation cases)

Appeals—Remands [No Code Compliance Fee]

Appeal, Planning Commission	\$250.00 or as set by statute
Appeal, County Court	application fee (deposit) \$2,000 2,050.00 + 20% of original
Actual costs with deposit required at time of appeal submission	
Covers costs for notices mailed, copy charges, staff time and other costs. Appellant must also provide transcripts of relevant meeting tapes at appellant's expense	
CD/USB records	\$5.00 each

DOCUMENTS PURCHASED

Duplication fees	\$0.25/page
Duplication of oversize exhibits	\$5.00/page
Local Appeal Record	\$5.00 per CD/USB

LAND PARTITIONS

Land partitioning (Residential, Commercial or Industrial)	
Land partitions (two – three lots)	\$1,8900.00
Measure 49 Land Partition	\$1,500575.00
Farm partition/forest partition (two – three lots)	\$1,800900.00
Boundary Line Adjustment	\$635725.00
Lot Combining – Uncombining	\$400425.00
Final Plat Review	\$150160.00
Replat	\$825725.00

CONDITIONAL USE PERMITS

Conditional use permit, administrative (e.g. Dog Kennels, Home Occupations)	\$9501,000.00
Conditional use permit, w/hearing (e.g. bed & breakfast; golf course, multi-family residential)	\$2,4752,600.00
Conditional use permit, modification of conditions, administrative	\$45075.00
Conditional use permit, modification of conditions w/hearing	\$1,5600.00
Conditional use permit – Temporary hardship dwelling	\$35070.00
Temporary hardship renewal (every 2 years)	\$25.00
Conditional use – mineral aggregate	\$8,59,000.00
Conditional use – commercial energy (Additional fee will apply if a Goal exception is required)	\$9,510,000.00
Non-resource dwelling – conditional use permits	
Conditional use permit, Non-farm dwelling on existing parcel	\$2,0500.00
Conditional use permit, Non-farm partition (two to three lots)	\$5,0004,000500.00
Conditional use permit, forest dwelling	\$3,000200.00

AMENDMENTS

Comprehensive plan amendment	\$5,000250.00
Comprehensive plan amendment, required goal exception	\$7,000350.00
Zone map change, measure 56 notice required	\$5,000252.00

Zone map change, if <u>no</u> measure 56 notice required	\$2, 500 <u>625</u> .00
Zone text change, measure 56 notice required	\$4, 000 <u>200</u> .00
Zone text change, if <u>no</u> measure 56 notice required	\$2, 500 <u>625</u> .00

SITE PLAN REVIEWS

Site plan review – residential	\$650 <u>675</u> .00
Site plan review – accessory structure	\$250 <u>125</u> .00
Site plan review—accessory farm help dwelling	\$1, 51 <u>00</u> .00
Site plan review – accessory farm family dwelling	\$1, 025 <u>100</u> .00
Site plan review – farm dwelling	\$1, 025 <u>100</u> .00
Site plan review—accessory forest-family dwelling	\$1, 01 <u>00</u> .00
Site plan review – lot of record – ORS 215.705	\$1, 01 <u>00</u> .00
Site plan review – Agricultural exempt	\$200.00
Site plan review – Equine facility	\$200.00
Site plan review – Commercial, industrial l ,	\$1,000.00
Site plan review - utility facilities, cell towers	\$3,025.00

SITE PLAN MODIFICATIONS

Site plan modification	\$250.00
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SUBDIVISIONS / PLANNED UNIT DEVELOPMENTS

Outline development / master plan	\$3, 000 <u>150</u> .00+\$200/lot + 10% compliance fee
Subdivision name changes	\$500 <u>25</u> each change
Final plat review	\$825 <u>1,000</u> .00
Subdivision modification request by applicant w/hearing	\$2, 100 <u>000</u> .00
Public hearing extension request	\$500 <u>25</u> .00
Replat	\$825.00

DESTINATION RESORT

Conditional use permit	\$25,000.00
Conditional use permit, modification	\$257,000.00
Subdivision <u>Phase</u>	\$3, 000 .00+\$200.00 per lot <u>+</u>
<u>10% compliance fee</u>	
Site plan review – residential	\$800 <u>850</u> .00
Site plan review – commercial	\$1,750.00
Final development review	\$1,100.00
Final plat review	\$825 <u>1,000</u> .00
Replat	\$850 <u>825</u> .00

OTHER PERMIT FEES

Legal parcel/lot determination 1-4 lots	\$750 <u>800</u> .00 +\$50.00/lot
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Legal parcel/lot determination 5+ lots	\$250 <u>275</u> .00 +\$50.00/lot
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Complex project fee	\$1,000.00 deposit + actual costs
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Variance without public hearing	\$700 <u>250</u> .00
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Variance with public hearing	\$1,100.00
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Vested right application	\$50 <u>50</u> .00
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Sign permit	\$225.00
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Temporary use permit – Property owners RV on lot for up to 6 months	\$115 <u>200</u> .00
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<u>Temporary use permit – Renewal fee for property owner RV next 6 months</u>	<u>\$25.00</u>
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Land Use Compatibility Statement	\$75.00
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Planning Director Determination (Interpretation-Advisory Only)	\$865.00
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Staff Research/Consultation	First 15 minutes free , \$25.00 per hour after first 15 minutes
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All land use extension requests	\$250.00
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Refunds requests (if applicable)	100% of original fee
Farm stand reviews	\$100.00 <u>\$250.00</u>
One mile study/soils report	\$175 <u>\$200.00</u>
Wildlife density analysis	\$75.00

EVENTS

Agritourism in County Exclusive Farm Use Zones	\$1,000.00
Social Gatherings	As identified in Crook County Code 5.04 Article II –

101 – 250 participants	<u>\$200.00</u>
250 – 500	<u>\$500.00</u>
500 – 1,000	<u>\$1,000</u>
1,000 – 3,000	<u>\$1,500</u>

Mass Gatherings	As identified in Crook County Code 5.04 Article I - \$5,000.00
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ROAD APPROACH / VACATION

~~(Unless otherwise indicated, all applications are subject to an additional Road Enforcement surcharge fee 10% of the total application fees)~~

Road approach permit – residential, new	\$250 <u>\$220.00</u>
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For County-maintained roads or roads approaching County-maintained roads
~~(\$125+10 to Planning, \$125+10 to Road Department)~~

Public and private roads that do not approach state, County, or City roads
~~(\$125+10 to Planning, \$125+10 to Building ——— Department Code Compliance)~~

Road approach permit – agricultural use	\$80.00
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~~For County-maintained roads or roads approaching County-maintained roads
 (Fees to Road Department)~~

~~Public and private roads that do not approach state, County, or City roads
 (Fees to Building Department)~~

Road approach permit – residential, grandfathered	\$125+10 <u>\$0.00</u>
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For County-maintained roads or roads approaching County-maintained roads
~~(\$3530 to Planning, \$9080 to Road Department)~~

Public and private roads that do not approach state, County, or City roads
~~(\$3530 to Planning, \$9080 to Building Department Code Compliance)~~

~~No fee for access created prior to 2000. Grandfathered Access permits are for single homes only.~~

Re-Inspection fee	(per re-inspection) \$50.00
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Subdivision / PUD / Destination Resort approach

~~\$1,000~~ \$80.00

For County-maintained roads or roads approaching County-maintained roads

~~(\$400340 to Planning, \$600540 to Road)~~

Public and private roads that do not approach state, County, or City roads

~~(\$400340 to Planning, \$600540 to~~

~~Building Code Compliance)~~

Commercial/ or industrial <u>or institutional</u> approach	———— <u>\$500.00</u>
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For County-maintained roads or roads approaching County-maintained roads

~~(\$250 to Planning, \$250 to Road)~~

Public and private roads that do not approach state, County, or City roads

(\$250 to Planning, \$250 to Building Code Compliance)

~~Destination resort approach~~ ~~_____~~ ~~\$1,100.00~~

~~For County-maintained roads or roads approaching County-maintained roads~~

~~(\$350 to Planning, \$750 to Road)~~

~~Public and private roads that do not approach state, County, or City roads~~

~~(\$350 to Planning, \$750 to Building)~~

~~Dedication~~ ~~_____~~ ~~\$550.00~~

~~For County-maintained roads or roads approaching County-maintained roads~~

~~(\$225 to Planning, \$325 to Road)~~

~~Public and private roads that do not approach state, County, or City roads~~

~~(\$225 to Planning, \$335 to Building)~~

~~Institutional approach (Church, School, Etc.)~~ ~~_____~~ ~~\$880.00~~

~~For County-maintained roads or roads approaching County-maintained roads~~

~~(\$340 to Planning, \$540 to Road)~~

~~Public and private roads that do not approach state, County, or City roads~~

~~(\$340 to Planning, \$540 to Building)~~

~~Home Occupation approach~~ ~~_____~~ ~~\$440.00~~

~~For County-maintained roads or roads approaching County-maintained roads~~

~~(\$220 to Planning, \$220 to Road)~~

~~Public and private roads that do not approach state, County, or City roads~~

~~(\$220 to Planning, \$220 to Building)~~

ROAD VACATION

Road Vacation

\$1,360.00

(\$~~910~~850.00 to Planning County Counsel, \$450.00 to

~~Road, \$60.00 to GIS)~~

FLOOD VERIFICATION

~~Verification – written~~ ~~_____~~

~~\$75.00~~

ROAD DEVELOPMENT INSPECTION FEES

Public and Private Roads – Road Inspection costs are paid to a third-party engineering firm. The fees below reflect the actual costs.

Type	PADT (potential average daily trips)			Resorts
	0-20	21-99	100 or more	
Traffic review	\$1,650.00	\$1,650.00	\$5,000.00	\$15,000.00
Plan review	\$3,000.00	\$4,000.00	\$5,000.00	\$15,000.00
Site observations	\$2,460.00	\$2,460.00	\$2,460.00	\$5,000.00

Payment of site observation fee includes cost of storm water plan review.

Note 1: Proposed fees assume three reviews will be adequate. For projects requiring additional visits, additional fees will apply.

Note 2: Proposed fees assume four site visits will be adequate. For projects requiring additional visits, additional fees will apply.

Note 3: Assumes 4 site visits (sub base, 3/4", 1/2" and paving). For projects requiring additional visits, additional fees will apply.

Note 4: Proposed fees shown are for subdivisions up to 200 PADT. For subdivisions in excess of 200 PADT, additional fees will apply.

Consultant fee

Actual costs of service

Consulting fees are charged when in the judgment of the Planning Director, Planning Commission, or County Counsel, expertise or resources are required outside the scope of the County's ability to evaluate an application accurately or timely and additional assistance is needed. In some cases, consultation is required by County ordinance. Examples include but are not limited to evaluation of a proposed energy-related facility and related impacts, evaluation of environmental impact of certain industries, evaluation of the impact of certain applications on airport operations or a traffic-impact study.

COMMUNITY CORRECTIONS

Monthly Supervision Fee	\$35.00
DNA Collection Fee	\$10.00
Dirty Urinalysis Fee	\$20.00
Interstate Compact Fee	\$100.00
Work Crew Orientation Fee	\$25.00
Work crew hourly rate	\$6.00

COUNTY CLERK

Board of Property Tax Appeals hearing CD copy	\$10.00	
Computer prints:	\$0.40 each	
Electronic voter list (email, CD or USB)	\$35.00	
Additional first page recording fee (<i>in addition to statutory fee; supports technology upgrades computer replacement</i>)		\$5.00
Domestic Partnerships conciliation fee	\$10.00	
HB 2436 Implementation – (ORS 205.323)	\$1.00 per document	
(includes the 2018 HB 4007 updates)	assessed the Housing Alliance Fee	
HB 2339 & SB 618 Implementation	\$2.00 per document	
	assessed the A&T Fee	
Marriage License Amendments	\$25.00	

COUNTY COURT & COUNTY COUNSEL

County Court meeting cassette tape copy, per tape	\$5.00 each
CD dubbing, per CD	\$5.00
County Liquor License Application	
New	\$50.00
Renewal	\$25.00
Legal Counsel review	Weighted hourly wage per time spent on project

DISTRICT ATTORNEY

Traffic violations	\$5.00
Diversion revocations	\$10.00
Probation violations (misdemeanor and felony)	\$10.00
Non-traffic violations and misdemeanor crimes	\$10.00
Felony crimes	\$15.00

Felonies involving unusually large amounts of discovery	\$50.00
Homicides	\$100.00
Audio and video cassette tapes	\$10.00
Diskettes or compact discs	\$10.00
Expungement Process	\$60.00

EXTENSION

4-H CLOVER CLUB BUILDING RENTAL RATES

	Non-Profit Organization		Commercial (For-Profit) Organization	
	Per Hour	Entire Day	Per Hour	Entire Day
Griffin Classroom	\$30	\$150	\$45	\$200
Assembly Room	\$40	\$200	\$55	\$250
Entire Building	\$50	\$250	\$75	\$350
Cleaning / Damage Deposit	\$300		\$300	
Key Deposit	\$10		\$10	

Copies/Prints

B/W 8½x11 Copy Paper	\$0.10
Color 8½x11 Copy Paper	\$0.50
Double-sided copies	price is doubled.

Faxes

Local	\$1.50/up to 10 pages
Long Distance	\$2.50/up to 10 pages
Additional pages over 10	\$.50 per page

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Professional Services

Standard labor rate	\$85.00/hr (1 hr min.)
Quick Maps – Small Format (Basic layers with or w/o imagery)	\$10.00 + print costs
Quick Maps – Large Format (Basic layers with or w/o imagery)	\$15.00 + print costs
Custom Mapping	\$85/hr (1 hr min)
GIS Database Analysis	\$85/hr (1 hr min)

Printing (Small format)

8.5 X 11 (B&W)	\$0.50 per sheet
8.5 X 11 (Color)	\$1.00 per sheet
11 X 17 (B&W)	\$1.00 per sheet
11 X 17 (Color)	\$2.00 per sheet

Printing (Large format)

Plat Copy (B&W)	\$5.00 per sheet
Maps/other (B&W)	\$1.50 per sq ft (\$10 min)
Maps/other (Color)	\$2.00 per sq ft (\$10 min)

Scanning

Small Format (11 X 17 and smaller)	\$0.50 per sheet (\$5 min)
Large Format (larger than 11 X 17)	\$1.50 per sq ft (\$15 min)

Custom services

1- mile study and report	\$170.00
Soil survey 1:	\$25.00

Soil survey 2:	\$75.00
GIS Data	
Custom Data Request	\$85/hr (1 hr min)
CD creation	\$5.00
GIS Mapping fee (included in planning fees)	
Conditional use permit, non-farm partitioning/vacant/herbaceous forest	\$60.00 per lot
Conditional use permit, non-farm partitioning w/existing residence	\$60.00 per lot
Conditional use permit, non-farm dwelling on existing parcel	\$60.00
Conditional use permit, farm partitioning	\$60.00
Conditional use permit, non-residential	\$60.00
Site plan review, residential or commercial	\$60.00
Subdivision, PUD, condo, per unit	\$60.00 per lot
Final plat review, subdivision	\$60.00 per lot
Road Vacation	\$60.00

HEALTH DEPARTMENT

In most cases, the increases in immunizations are based on changes in the cost of supplies. The allowable Medicaid immunization reimbursement is \$21.96.

Certain fees shown are subject to adjustment on a sliding scale basis for qualifying individuals as determined by Federal guidelines.

Worksite Wellness:

Health Education/Training/Promotion/Consultation (Non County Businesses)	\$30.00 - \$75.00
Blood Borne Pathogen Training	\$40.00
Other Training (Businesses)	\$20.00

Immunizations

Vaccine For Children (VFC and 317 Program): Vaccine from the State – No Charge for Cost of Vaccine, only the administration fee of \$21.96 (New fee developed by DMAP for billing).

DTaP (Tripedia)	\$21.96
DTaP/IPV/Hib (Pentacel)	\$21.96
DTap/Hep B/IPV (Pedarix)	\$21.96
DTap/IPV (Kinrix)	\$21.96
DTap/Hib (TriHiBit)	\$21.96
Hepatitis A Pediatric (Havrix)	\$21.96
Hepatitis B Pediatric (Recombivax)	\$21.96
Hepatitis B/Hib (Comvax)	\$21.96
Hib (ActHib)	\$21.96
HPV (Gardasil)	\$21.96
IPV (IPOL)	\$21.96
Meningococcal –MCV4 (Menactra)	\$21.96
MMR (Measles, Mumps, Rubella)	\$21.96
MMRV (Measles, Mumps, Rubella, Varicella) (ProQuad)	\$21.96
PCV13 (Pneumovax)	\$21.96
Polio IPV	\$21.96
Rotavirus (RotaTeq)	\$21.96
Td Immunization (7 and older)	\$21.96

Tdap Immunization (10-18 years - Boostrix)	\$21.96
Varicella (Chickenpox – Varivax)	\$21.96
Non VFC Fee	\$21.96 + Cost of Vaccine
<u>Special Programs** Admin. Fee only</u>	
Influenza (VFC and special population)	\$21.96
Flumist (VFC)	\$21.96
IG – only pay administration fee	\$21.96

Special Programs – No Fee

COVID-19 Vaccine	\$0
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Vaccines Non VFC Program Adult and Travel****Administration Fee included in Price**

Hepatitis A Immunization (Havrix)	cost +\$21.96
Hepatitis B Immunization (Havrix)	cost +\$21.96
Hep A/Hep B Combo (Twinrix)	cost +\$21.96
Influenza (non VFC – Adult)	\$45.00
Pneumo – PCV23 – (Adult)	cost +\$21.96
Tetanus(adult booster) (Boostrix)	cost +\$21.96

Vital Statistics and Medical Records:

Birth and Death Certificates (First)	\$25.00
Additional Birth and Death Certificates, each	\$25.00
Replacement Fee (Birth and Death)	\$5.00/each
Record page copies - client chart (after ten pages)	\$0.25 per page
Expedited Order Fee	\$7.00

Miscellaneous:

Shot Record Replacement	\$1.00
Head Lice Check	\$10.00
Blood Pressure Check	\$1.00
STI Exam (all inclusive)	\$135.00

Increases in fees for the Reproductive Health program are based on the Required Cost Analysis which demonstrated the following charges.**Lab Tests:**

Laboratory Processing Specimen	\$20.00
Venipuncture/Court Ordered	\$15.00
Venipuncture/VDRL, Hepatitis	\$15.00

In House Testing:

HCG Pregnancy Urine (Lab Test)	\$12.00
Hemoglobin	\$12.00
HIV C/T Rapid Test	\$50.00
HIV Rapid Test – State Program	(no charge per state contract)
UA w/o Micro	\$15.00
Wet Mount (Lab Test)	\$15.00
Rapid Hepatitis C Test	(no charge per state contract)

External Lab Testing:

Chlamydia/GC	\$20.00
Herpes Culture	\$65.00
HIV C/T Test (Sliding Scale)	\$25.00

Thin Prep Pap with Co Testing	\$90.00
Thin Prep Pap Smear	\$65.00
Syphilis Serology + venipuncture fee	\$25.48 + \$15.00
Hepatitis C + venipuncture fee	\$20.00 + \$15.00
Hepatitis B + venipuncture fee	\$15.00
Liver Panel + venipuncture fee	\$15.00 + 15.00
Titer (rubella, rubeola, varicella, Hep B surface, Hep C)	\$20.00 + \$15.00
	+ venipuncture fee \$55.00 + \$15.00
Quantiferon (Risk)	N/C
(If more than one titer is being done, only charge 1 venipuncture fee)	

***Lab Fees – actual flow- outside lab price – may change due to laboratory cost change.**

Injections

Therapeutic/Antibiotic Injection Administration	\$15.00
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Dispensed Medications

Azithromycin 1 gram	State Supplied
Aldara (charge at cost, no slide, client must prepay)	\$10.00 each
Condylox Gel Packet	\$4.00
Doxycycline 100 mg	\$0.05 per pill
Rochepin (STD)	State Supplied
Metronidazole 500mg	\$0.25 per pill
Metronidazole Cream	\$5.00
Valtrex	\$1.50
Fluconazole	\$2.50

***Reproductive Health Contraceptive Supplies: Sliding Fee Scale (Changes are based on our cost and changes in the cost of supplies)**

Condoms – latex (Pack of 12)	\$5.00
Condoms – non-latex (per box)	\$13.00
Condoms – Female (per 1)	\$4.00
Depo-Provera	\$40.00 per injection
Diaphragm	\$65.00
ECP Pills (Plan B)	\$10.00
ECP (Ella)	\$30.00
Implanon	\$475.00
IUD (Mirena)	\$350.00
IUD (Paraguard)	\$275.00
Oral Contraceptives	\$10.00 based on cost
Spermicides	\$8.00
Sponge	\$4.00
Nuva Ring	\$20.00
Skyla intrauterine device	\$490.09
Xulane	\$30.00

Reproductive Health New Patient Office Visit

99201 Problem Focused (10 min. face to face)	\$100.00 per visit
99202 Expanded Problem Focused (20 min. face to face)	\$185.00
99203 Detailed low (30 min. face to face)	\$230.00
99204 Comprehensive Moderate (45 min. face to face)	\$345.00
99205 Comprehensive High (60 min. face to face)	\$406.00

New Patients Preventive Visits

<u>Code</u>	<u>Billing Price</u>
99384	\$221.00
99385	\$221.00
99386	\$221.00

Reproductive Health Established Patient Office Visit

99211 RN Visit	\$79.00
99212 Problem Focused (10 min. face to face)	\$79.00
99213 Expanded Problem Focused (15 min. face to face)	\$125.00
99214 Detailed low (25 min. face to face)	\$175.00
99215 Comprehensive Moderate (40 min. face to face)	\$250.00

Established Preventive Visits

99394	\$175.00
99395	\$75.00
99396	\$75.00

RH Program/**Contraceptive/Counseling Visit**

Low Complexity	\$60.00
Moderate Complexity	\$160.00
High Complexity	\$220.00

DMAP Clients Only

All inclusive visit	\$135.00
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Procedures

Diaphragm Fit	\$135.00
IUD Insertion	\$150.00
IUD Removal	\$175.00
Wart Treatment (1-14 – cryotherapy)	\$188.00
Wart Treatment (15 or more – cryotherapy)	\$225.00
Implanon Insertion	\$100.00
Implanon Removal	\$100.00

Maternal Child Health Programs* (These were not listed on fee slip previously)

*Fees set by State OHA Program and may adjust as OHA adjusts fees. These fees are billed through Medicaid.

Babies First Targeted Case Management	\$460.36
Expanded Babies First Targeted Case Management	\$460.36
CaCoon Targeted Case Management	\$460.36

Tuberculosis Services – Medications (No Charge – State Supplied)

PPD – TB Test	\$30.00
Vitamin B6	N/C
Ethambutol	N/C
Isoniazid	N/C
Pyrazinamide	N/C
Rifampin	N/C
TB Test-IGRA (blood test) N/C plus venipuncture fee	\$0.00 +15.00

Food Service Inspection

Food service inspection fees are those authorized by the Oregon DHS. In addition, the following fees and surcharges are authorized:

Full service restaurant/caterer fees based on seating criteria

0-15 seats	\$480.00
16-50 seats	\$545.00

51-150	\$615.00
150+ seats	\$650.00
Bed and breakfast	\$210.00
Limited service restaurant	\$250.00
Commissary	\$365.00
Warehouse	\$210.00
Mobile unit, licensed in-County	
Class I	\$220.00
Class II	\$230.00
Class III	\$255.00
Class IV	\$270.00
Mobile unit, licensed out of County, inspected in Crook County, per event	\$25.00
Temporary restaurant license, one day event	\$65.00
Temporary restaurant license, two or more days	\$70.00
Temporary restaurant discount (when applied for 10 days in advance)	\$5.00
Intermittent temporary restaurant license no more than 30 days same food/location, more than one oversight organization	\$65.00
Seasonal temporary restaurant license no more than 90 days same location/food and under one oversight organization	\$65.00
Intermittent/Seasonal Operational Review- prior to either permit being issued (needs to be obtained at least 14 days prior to license application)	\$55.00
Temporary benevolent-license (good for up to 13 one to three day events) (Must show valid IRS tax exempt I.D. number to qualify)	\$No Charge
(Intermittent and Seasonal for benevolent will require an Operational Review)	\$45.00
** Intermittent or seasonal temporaries requiring an additional inspection due to a complaint or infraction will be charged at the daily rate	
	\$40.00
Penalty fee for late renewal of restaurant license	\$100 per mo.
"Late" means after the 31st or last day of the month during which license was required	
Vending machines inspection per company	
1-10 machines	\$50.00
11-20 machines	\$50.00
21-30 machines	\$75.00
31-40 machines	\$100.00
41-50 machines	\$125.00
Tourist Facility inspection fees	
Bed and breakfast (non-kitchen inspection)	\$100.00
Travelers accommodations	\$100.00
Recreation park	\$100.00 plus per space charge as follows:
1-50 RV spaces	per space \$2.50
51-100 RV spaces	per space \$1.50
101+ RV spaces	per space \$1.00
Organizational camps	\$150.00
Destination resort overnight lodging unit cluster license	\$175.00
Destination resort hot tub maintenance permit	\$175.00

Note: Any person licensed under ORS 446.310 to 446.350 to engage in the recreation park or traveler's accommodations business who fails to renew a license on or before the expiration date is considered delinquent. If delinquency exceeds 15 days past the expiration date a penalty fee of 50 % of the annual license fee shall be

assessed. The penalty fee will increase by 50 percent of the license fee on the first day of each succeeding month of delinquency.

Food Service Plan Review Fees/Initial/New Construction

Full service restaurant	\$275.00
Bed and breakfast and restaurant (if required)	\$275.00
Commissary	\$200.00
Warehouse	\$50.00
Limited service	\$150.00

Mobile units:

Class I	\$145.00
Class II	\$175.00
Class III	\$225.00
Class IV	\$245.00
Organizational Camp - w/o food kitchen building	\$200.00
Organizational Camp w/ food kitchen facility	\$275.00

Remodeling

Full service restaurant	\$150.00
All Others (turn-Key/no construction)	\$150.00

Other:

Daycare inspection	\$100.00
School inspection	\$125.00
Public swimming pool and spa inspection fee, first pool/spa	\$335.00
Additional (year round) pools and spas	\$235.00 each
Seasonal pool	\$230.00
Additional seasonal pool/spa	\$160.00
Loan inspections water	\$145.00
Food handler certificate	\$10.00
Food handler replacement certificate	\$5.00
Administrative fee non-specific to above listed fees.	\$5.00 per 15 minutes (\$5 minimum)
Environmental health specialist consultation fee, in-house (min. hrly charge)	\$95.00
Environmental health specialist consultation fee, field (min. hrly charge)	\$145.00

Note: A supplementary inspection charge equal to 50 percent of the annual license fee shall be assessed for each complete inspection required because of failure to meet applicable standards when such complete inspection is performed during the license period in addition to the two semi-annual inspections normally performed. Charges accrued and not paid during the current license period will be added to the license fee for the next license period and will be subject to the late penalty fee of \$100 for each month fee remains unpaid.

New licensees will not be assessed any surcharges accrued by the previous license holder. Any facility opened in Oct/Nov/Dec will be charged 50 percent of the required fees.

INFORMATION TECHNOLOGY (IT)

(Fees not charged to other units of County government.)

IT – Professional Services
Server and Desktop Labor

\$85.00/hour billed in ¼ hour increments

Network and Wireless Labor
Consulting and Training Labor

\$125.00/hour billed in ¼ hour increments
\$150.00/hour billed in ¼ hour increments

JUVENILE DEPARTMENT

Probation supervision fee, per adjudication \$30.00
Formal accountability, per agreement \$10.00

LANDFILL

All weight-based charges are subject to a minimum charge based on 20 lbs. Weights above 20 lbs. will be rounded up to the next 20 lbs. increment due to scale calibration.

“In-county” refers to debris which is being hauled by a resident of Crook County bearing a driver’s license showing a Crook County address or a Crook County landfill-issued resident I.D. card.

General services

Minimum disposal rate, any transaction, for county residents
with resident’s I. D. card \$10.00
Minimum disposal rate, any transaction, for Out-of-County residents \$12.00
Disposal rate, for county residents with resident’s I. D. card, per ton \$50.00
Disposal rate for non-county residents and residents without I.D. card, per ton \$60.00

Mixed load disposal rate (in and out of county residents) \$65/ton (\$20 min.)
Order 2002-45 is of no further effect.
All other commercial haulers, per ton In-County \$50.00
All other commercial haulers, per ton Out-of-County \$60.00
Fee for unsecured/untarped loads \$10.00
Septage waste disposal, per gallon per gallon, \$0.11
Contaminated soil originating In-County \$35.00 per ton +\$50 surcharge
Contaminated soil originating Out-of-County \$45.00 per ton +\$50 surcharge
Weight Ticket Only \$1.00

Inert material/Construction debris

Concrete/cement per ton, \$10.00
Dirt (clean) or Sod per ton, \$10.00
Rocks or bricks per ton, \$10.00
Asphalt per ton, \$10.00

Waste Recovery Fees

Composted materials purchase per yard if purchased on-site \$14.00
Wood chips per yard if purchased on site \$5.00
Juniper chips per yard if purchased on site \$7.00
Gypsum per ton if purchased on site \$40.00
Burning barrel purchase \$10.00 per barrel
Used mobile home axle purchase \$100.00 per axle
Sweeper brush roller purchase \$25.00

Appliance Disposal Fee

Stoves, washers, dryers, dishwashers \$9.00
Water heater \$5.00
Refrigerators/air conditioners \$15.00

Microwaves	\$3.00
Propane tanks	\$5.00
Tires	
Tire fee, pick-up, up to 20 lbs. without rim	\$3.00
Tire fee, pick- up, to 40 lbs. with rim	\$6.00
Tire fee, semi-truck, up to 100 lbs. without rim	\$7.00
Tire fee, semi-truck, up to 160 lbs. with rim	\$12.00
Tire fee, giant & tractor,	\$200.00 per ton

Mobile Home Disposal Fees

(Appliance Disposal Fees are in addition to the base disposal fee. In addition, tire fees are charged if there is no axle recovery. Salvage fee is charged if there is axle recovery.)

No abandoned mobile homes or trailers accepted.

In County	\$50.00 per ton +\$300.00 surcharge
	+Appliance Disposal Fee / +Tire fees (if no axle recovery)
Out of County	\$60.00 per ton +\$500.00 surcharge
	+Appliance Disposal fees / +Tire fees (if no axle recovery)
Travel Trailers	
In County	\$50.00 per ton +\$6.00 per foot surcharge
	+Appliance Disposal Fee / +Tire fees (if no axle recovery)
Out of County	\$60.00 per ton +\$10.00 per foot surcharge
	+Appliance Disposal Fee / +Tire fees (if no axle recovery)
Campers	
In-County	\$50.00 per ton +\$25.00 surcharge
	+Appliance Disposal Fee
Out-of-County	\$60.00 per ton +\$25.00 surcharge
	+Appliance Disposal Fee

Dead Animals

Off-Load fee for dead animals	\$10.00
Commercial Hauler	\$60.00 per ton (\$20.00 minimum)
Residential In-County	\$50.00 per ton
Residential Out-of-County	\$60.00 per ton

Butcher Waste

In-County	\$50.00 per ton
Out-of-County	\$60.00 per ton

Hazardous Waste/Paint

(Paint must be in original container; solidified paint will be accepted as regular waste.)

***Paint must be in original container and not frozen**

Fluorescent Light Tubes		\$0.20 cents per foot
Electronics	Undamaged	Damaged
Computers (Monitors and Towers)	N/C	per piece, N/C
Keyboard and Mouse	N/C	\$1.00
Printers	N/C	\$3.00
Televisions	N/C	N/C
Console televisions	N/C	N/C
VCRs/DVDs	N/C	\$3.00
Copy machines--large	\$25.00	\$25.00
Copy machines--small	N/C	\$3.00
Fax machines	N/C	\$3.00
Asbestos	\$100.00 for first 2,000 lbs. +\$0.05 per lb. over 2,000 lbs.	

**ASN4 form must be attached with at least one copy for the Landfill to keep*

Recyclable items

Latex, liquid paint (original container)	No Charge
Oil based liquid paint/stain (original container)	No Charge
Newspaper	No Charge
Corrugated cardboard	No Charge
Glass	No Charge
Magazines	No Charge
Tin cans	No Charge
Car/truck batteries	No Charge
Used automobile oil	No Charge
Antifreeze – Residential Customers	No charge
Antifreeze – Commercial Customers	\$0.50 per gallon

Other Landfill fees

Yard debris, per ton	
In-County	\$50.00 per ton (minimum applies)
Out-of-County	\$60.00 per ton (minimum applies)
Wood debris only	\$25.00 per ton (minimum applies)
	<i>(no metal except nails, no pressure treated, and no railroad ties)</i>
Scrap metal (no wire)-Metal Load only	\$25.00 (minimum applies)

LIBRARY

Faxing (up to 10 pages)	\$2.50 (send & receive)
No International Faxing	
Computer print-outs/photocopies –B/W	\$0.10 per side
Computer print-outs/photocopies – color	\$0.50 per side
Nonresident card fee – 12 months	\$85.00
Nonresident card fee – 3 months	\$25.00
Nonresident card fee – 1 month	\$10.00
Interlibrary loan no-pickup fee	\$5.00
Collection fee, per account sent	\$10.00
Use of Library Meeting Rooms (Broughton Room and Juniper Room)	
Non-Profits' Use	N/C
Commercial Use	\$20 per hour
	Any damages will be billed to user

MAINTENANCE DEPARTMENT

(Fees not applicable for Crook County or City of Prineville Government)

OPEN CAMPUS FACILITY

Photocopies/Prints	
Black and white (8.5 x 11)	\$0.10/page
Color	\$0.50/page
Faxes (Public)	
Local	\$1.50/up to 10 pages
Long Distance	\$2.50/up to 10 pages
Any faxes over 10 pages is extra	\$0.50/page

Room Rental	
Classrooms and Conference Room	\$25.00 per hour
Computer Lab and Kitchen	\$50.00 per hour
Refundable cleaning deposit	300.00
Mobile Classroom	\$50.00 per hour + \$1.25/mile

ROAD DEPARTMENT

County-Accepted and Maintained Roads

Traffic review related to County-accepted and maintained roads is typically performed by the Oregon Dept. of Transportation. If ODOT-review is not available, the below fees will be applied. If plan review and site observation cannot be performed by County or ODOT staff due to limitations of technical expertise or resources, the below fee-schedule will be applied.

~~ROAD DEVELOPMENT INSPECTION FEES~~

~~County Maintained Roads—Road Inspection costs are paid to a third-party engineering firm. The fees below reflect the actual costs.~~

~~ADT (potential average daily trips)~~

Type	0-20	21-99	100 or more	Resorts
Traffic review	\$1,650.00	\$1,650.00	\$5,000.00	\$15,000.00
Plan review	\$3,000.00	\$4,000.00	\$5,000.00	\$15,000.00
Site observations	\$2,460.00	\$2,460.00	\$2,460.00	\$5,000.00

~~Payment of site observation fee includes cost of storm water plan review.~~

Note 1: Fees assume three reviews will be adequate. For projects requiring additional visits, additional fees will apply.

Note 2: Fees assume four site visits will be adequate. For projects requiring additional visits, additional fees will apply.

Note 3: Assumes 4 site visits (sub-base, ¾", ½" and paving). For projects requiring additional visits, additional fees will apply.

Note 4: Fees shown above are for subdivisions up to 200 PADR. For subdivisions in excess of 200 PADR, additional fees will apply.

Construction Plan Review	\$350.00 plus \$2.50 L.F. of County Road
Additional Reviews	\$175.00 plus \$2.50 L.F. of County Road
Inspection Fees	\$175.00 per visit
Bid documents	\$20.00 per set
Gate Permit Fee	\$350.00
Cattle Guard Permit Fee	\$350.00

Consultant fee

Actual Cost of Services

Consulting fees are charged when in the judgment of the Road Master or County Counsel, expertise or resources are required outside the scope of the County's ability to evaluate an application accurately or timely and additional assistance is needed. In some cases, consultation is required by County ordinance, State law, or Federal law.

SHERIFF'S OFFICE

Color copies, per page	\$0.75
Electronic media	\$10.00 per disk.
(Includes copies of photos printed for criminal reports)	
Criminal reports (paper) up to 50 pages	\$10.00
over 50 pages	\$0.25 each page
Postage costs will be assessed if the documents are to be mailed	
Records check (paper) up to 10 pages,	\$6.00
each additional ten pages or portion thereof	\$2.00
Criminal reports (audio)	\$10.00
Criminal reports (video)	\$30.00
Electronic Fingerprinting, per card	\$15.00
Impounded auto processing fee	\$100.00
Electronic monitoring installation and set-up	\$50.00*
Electronic monitoring services	\$15.00 per day*

** Electronic monitoring set-up and daily fees may be waived depending on ability to pay at the discretion of the supervisory authority*

Real Property Foreclosure Sale

~~\$600~~\$550.00 Min.

Includes ~~\$8980.00~~ statutory sheriff's fee, one hour sale preparation time at \$32.00, pre-sale posting at ~~\$5045.00~~, one hour allotted for conduct of sale at \$45.00, and ~~\$5045.00~~ after sale posting charge PLUS additional costs incurred for advertising, staff time for preparation, conduct of sale, certified mailing and postage and ~~deed-recording~~ certification of sale.

Personal Property Foreclosure Sale

~~\$475~~\$425.00 Min.

Includes ~~\$8980.00~~ statutory sheriff's fee, one hour sale preparation time at \$32.00, pre-sale posting at \$45.00, one hour allotted for conduct of sale at \$32.00, fees for publication as instructed (ORS 18.920(4)(5) PLUS additional costs incurred for preparation, conduct of sale, certified mailings and postage, folio fees, keeper fees, and other expenses incurred to conduct the sale, and \$45.00 after sale posting charge PLUS additional costs incurred for staff time for preparation, conduct of sale, certified mailing and keepers fees.

Sheriff staff time beyond 1st hour of standby, per deputy per hour

\$55.00

Dog License Fees

	<u>Yearly</u>	<u>3-Year</u>	
Unaltered	\$25.00	\$75.00	
Altered	\$10.00	\$20.00	
Senior citizens 62+, altered	\$5.00	\$10.00	
Livestock dog License	\$5.00	\$10.00	(see CCC 6.04.085)
Replacement tag	\$2.00		

* Rabies vaccination must run concurrent with the license

Kennel License Fee

\$50.00 per year or \$100.00 for 3 years for up to 10 dogs. Every adult dog thereafter shall include \$3.00 per dog, per year, or \$6.00 per dog for 3 years.

Ranch License Fee

A Ranch License can be obtained at a rate of \$5.00 per dog per year or \$15.00 for 4 or more dogs per year. A 3-year license for ranch dogs will be \$10.00 per dog or \$30.00 for 4 or more dogs.

For Civil Fees, please refer to the Crook County Sheriff's Office website.

SURVEYOR

(Fees do not include Clerk's recording and certification fees)

Partition plat review and filing	\$550.00*
	(+ \$50 per sheet over 2 sheets)
Record of survey review and filing, first sheet	\$225.00
Record of survey review and filing, additional sheets, boundary review	\$50.00
Monumented subdivision plat review and filing	\$900.00*
	(+ \$85.00 per lot)
Post monumented subdivision plat and filing	\$1,100.00*
	(+ \$85.00 per lot)
Condominium plat review and filing	\$900.00*
	(+ \$85.00 per unit)
Affidavit of correction	\$110.00
Oregon Corner Restoration Record	\$25.00
Affidavit of plat monument re-establishment and post monumentation affidavit	\$126.00
Vacation review and filing	\$110.00
Blueline copies, per sheet	\$ 4.00
Photocopies, per sheet	\$ 0.50
Property line adjustment review and filing, first sheet	\$300.00*
	(+ \$50 per sheet over 1 sheet)
Additional sheets	\$ 50.00
Additional plat review caused by redesign (per hour charge)	\$120.00

TREASURER/TAX COLLECTOR

Computer quick prints, per page	\$0.40
next 100 pages	\$0.20 each
additional pages	\$0.10 each
County Budget Document (bound)	\$40.00
County Budget Document (unbound)	\$25.00
Mailing materials	Cost of reproduction (above) plus actual postage cost
Monthly delinquent file listing for property taxes	\$100/month
Returned Check fee	\$25.00
Research Fee	\$15.00/1-hour min
Special Check Run (outside regular schedule)	\$25.00
Special Districts Administration fee	\$0.004***

*** This amount times the total dollar amount for accounts payable paid and gross payroll, if applicable, per month, with a minimum of \$10.00 per month.

BE IT FURTHER ORDERED that the Crook County Court adopts as part of the county fee schedule those fees authorized to be collected by local governments by Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws.

BE IT FURTHER ORDERED, that County department heads may impose additional fees related to generating custom information and records searches requested by the general public not covered herein in an amount sufficient to recover the actual costs incurred in obtaining and preparing such information, including all wage and benefit costs related to production and supervision, transportation costs, duplications costs and any other costs which such search may require. In the event that a department

head shall plan to charge such a fee, the department head shall give notice in advance, along with an estimated cost, and shall require payment in advance. In the event that final cost exceeds the estimated cost, the department head involved shall notify the requesting party that additional cost will be incurred and shall not deliver a final work product until full payment has been made. In the event that payment by the requesting party exceeds payment, refunds shall be made only after the requesting party has submitted a claims sheet to the county finance department through normal processes of reimbursement.

BE IT FURTHER ORDERED that except as indicated above fees shall be charged in accordance with the above schedule unless waiver is authorized by the Crook County Court.

BE IT FURTHER ORDERED that these fees shall continue in effect until modified, amended, removed, or otherwise adjusted by the Crook County Court.

BE IT FURTHER ORDERED that no new fee shall be charged during the fiscal year unless first authorized by the County Court or established by regulation, rule, statute or law of the State of Oregon.

DATED this 20TH DAY OF ~~JANUARY~~ JUNE, 2021.

CROOK COUNTY COURT

Seth Crawford, Judge

Jerry Brummer, Commissioner

Brian Barney, Commissioner

Vote:	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___

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: Eric Blaine, County Counsel

DATE: June 4, 2021

RE: Recommendation for purchase of mobile assessment software
Our File No.: Assessor # 54

The Assessor's office has sought price quotes for a new mobile assessment software program. They have obtained multiple price quotes, and recommend awarding the contract to Woolpert, Inc. d/b/a Data Cloud Solutions, as presenting the best value to the County.

Attached is a memo explaining some of the differences in prices between the programs reviewed. The other vendors did not provide a services contract for the County's review. However, I have reviewed the proposed software license program, and found that it was favorable to the County more even-handed than many other software programs the County's considered over the years. The agreement has a duration of six years, during which the County would pay \$32,370.00 in one-time startup expenses, and \$8,158.00 annually thereafter.

Please place this memo and the attached document(s) on the Wednesday, June 16, 2021 County Court Agenda as a DISCUSSION 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

SOFTWARE LICENSE and RELATED PROFESSIONAL SERVICES AGREEMENT

APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE CROOK COUNTY, OR'S DISCOVERY & APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES

This Software License and Professional Services Agreement ("Agreement") is made as of the effective date specified in this agreement by and between Woolpert, Inc. d/b/a Data Cloud Solutions, a Woolpert Company ("Woolpert" or "Supplier") an Ohio corporation having a principal place of business at 1730 N. Limestone St., Springfield, OH 45503 and Crook County Assessor's Office, 200 NE Second, STE 200 Prineville, OR 97754 ("Customer"). Collectively, Supplier and Customer shall be known as the Parties.

RECITALS

WHEREAS Customer, pursuant to state law, is responsible for uniform and accurate real estate assessments according to fair market value, and

WHEREAS Customer has the desire to acquire and implement a number of technology-based resources for improved and more cost-efficient performance of assessment demands and responsibilities, and

WHEREAS Customer has instituted a performance plan for the discovery and valuation of new construction, scheduled appraisal updates, and on-going equalization based upon the approach of empowering in-house resources in conjunction with its already implemented technologies (e.g., GIS) and CAMA databases without requiring a time-consuming rollout period, and

WHEREAS Customer wishes to now bring those technologies and databases into an integrated and synchronized mobile environment for onsite property data verification and correction, new construction data collection, Board of Equalization and appeal related property reviews, and values equalization including scheduled appraisal updates and on-the-fly uniformity assurance efforts, and

WHEREAS Supplier is engaged in the business of developing and selling **CAMA CloudSM software**; including MobileAssessorSM, and its desktop Administrative & Quality Control modules (hereinafter referred to as "Software"), and providing services with respect to same;

WHEREAS Supplier possess the expertise and the resources to perform the professional services as required to meet the herein stated goals and requirements of Customer.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

- 1) **Term.** This Agreement, including the End User License Agreement ("EULA") attached hereto and incorporated herein by reference, and in which Customer shall be referred to as "Licensee", shall **commence on June 28 or the Effective Date of this Agreement (page 8) and end on June 30, 2027** then automatically renew each subsequent year with annual maintenance and support running from July 1 through June 30 of the subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term. The services hereunder shall be provided by Supplier in accordance with the following schedule:
 - a) **Project Start & Implementation:** beginning the later of November 15, 2021 or 15 days after Supplier receives remote access to Customer's CAMA system (a.k.a. "Helion") and ending within 45 days thereafter.
 - b) **Delivery of Production Software and training:** beginning the later of January 31, 2022 or 90 days after Supplier receives remote access to Customer's CAMA system; unless a later date is preapproved by Customer
 - i) Provided that Customer has provided Supplier with remote access to install Software on a server or virtual machine with **ODBC access to the CAMA database and read/write privileges to the photo storage directories on or before December 1, 2021.**
 - ii) *Each day after June 28, 2021 that this Agreement isn't fully executed, or each day after December 1, 2021 that the above referenced remote access isn't provided to Supplier; then, Supplier may shift all delivery dates by one or more days, at Supplier's sole discretion.*
 - c) **Maintenance and support:** November 15, 2021 – 11:59pm to June 31, 2027, then automatically renew each subsequent year with annual maintenance and support running from July 1 through June 31 of the subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term.
- 2) **Scope of Services.** Supplier shall provide to Customer professional services regarding the provision, set-up, and implementation of up to **19,000 real property accounts**; and training of Software on Customer hardware, including:
 - a) **Three (3) field appraiser iPad Pro Generation 3 (11") LTE** (or newer with an A12, 64-bit architecture; or better, e.g., A14) machines loaded with Customer's technology-based resources including CAMA data, GIS data, and up to one street level photograph of each parcel.

Each of the CAMA CloudSM licensed devices (**3 mobile + 2 desktop administrative consoles**) can be operated in at least one or more combinations of the following functions (depending on final configurations, role settings, and mobile field appraisal versus office quality control):

- Automated/Dynamic parcel visitation routing
- New construction field listing
- Updated street level photography
- Sales and market data validation
- Desktop review of properties via the admin console with streaming dashboards, Quality Control, Tracking, and Reporting modules
- Reappraisal data verification / collection
- Market areas statistical review and delineation notation

- Land and building values equalization review
 - Reappraisal valuations final field review
 - Administrative monitoring of work performance with real-time management QC review, management of field operations, live mobile application tracking, and audit trails.
 - Appeals' field check
- b) Upgrades included for mobile devices: Disto Laser Sketch Integration
- c) Configuration assistance of **Three (3)**, Customer provided, iPad Pro Generation 3 (11") LTE (or newer with an A12, 64-bit architecture; or better) mobile devices with protective cases and anti-glare screen protectors.
- d) Onsite, hands-on training of Customer in the use of Software, including the field appraisal functions and administrative management functions; not to exceed 2.5 days in total. Onsite training shall be in conducted in the following allotment(s):
- i) no more than one session containing 3 consecutive business days; and
 - additional days of training can be purchased on an as-needed basis.

Any onsite training or professional services (including any excess) shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- e) Software as a Service (SaaS) hosting and implementation, covering all pertinent residential real property CAMA data-field mapping (see ii below), by Supplier for the duration of licensed use by Customer.
- i) Customer must provide CAMA data, GIS shapefiles, and subject matter experts related to Customer data, workflow, and business processes in a format and manner deemed acceptable by Supplier (e.g., Microsoft Access database, csv's, and/or SQL export; parcel boundaries shapefile, etc.). All such data provided by Customer shall remain the property of Customer, notwithstanding anything in this Agreement, including "B", to the contrary.
 - ii) Up to 200 read-only fields and 200 editable fields, across 20 CAMA tables or less (excluding lookup/reference tables). Each extra read-only field would require an additional \$100 one-time fee plus \$25/field/year in additional annual maintenance and support. Each extra editable field would require an additional \$500 one-time fee plus \$150/field/year in additional annual maintenance and support. Each extra CAMA table would require an additional \$1,500 one-time fee plus \$500 per CAMA table above 20, per year, in additional annual maintenance and support. If additional data or tables above and beyond the included quantities listed above are requested by Customer, then Supplier may shift all delivery dates by one or more days, at Supplier's sole discretion.
- f) Standard Maintenance and Support as described in this Agreement & the attached EULA. In the event of any conflict between the provisions of this Agreement and the EULA, the terms of this Agreement shall control.
- *Premium Support and Professional Services are available for an additional time and materials fee, or a discounted rate for longer term commitments. Some examples of premium services include analyses of Customer specific use cases by Supplier staff with executive authority with regard to software enhancements, change orders, and project management decisions; including, (a) mobile device mass appraisal and integrated field review best practices, (b) business process/requirements analysis, change management, and workflow optimization, and (c) appraisal analytics, consultation, and rates development. Onsite observations and findings*

shall be applied to Software training as applicable to the proper collection and incorporation of market data.

Any professional services in excess of the amounts described in this Agreement shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

3) License and Professional Fees for Software and/or Hardware Services. All licensing and implementation services set forth in this Agreement shall be completed for a sum not to exceed **\$15,755 plus \$3,250 per mobile license (includes Disto Laser Sketching) granted in this Agreement** (reference Section 2a).

- a) All bills properly rendered shall be due within thirty (30) days of the date of the invoice. Any bill unpaid after thirty (30) days shall be subject to a one percent (1%) per month interest rate for each month or part thereof that the bill remains unpaid.
 - i) 75% of Software license and Professional fees (\$19,128.75) plus 100% of Hardware services (\$0) shall be invoiced upon the due execution of this Agreement. *First installment of one-time fees not to exceed \$19,128.75.*
 - ii) 25% of Software license and Professional fees (\$6,376.25) shall be invoiced upon the CAMA Cloud Synchronization Service being installed on Customer's server. *Final installment of one-time fees not to exceed \$6,376.25.*
- b) Customer may add additional licenses after the execution of this Agreement under the following conditions:
 - (1) Customer requests a Purchase Order from Supplier,
 - (2) Customer signs the purchase authorization on the Purchase Order provided by Supplier,
 - (3) 100% of additional license fees are paid within 30 days of activation,
 - (a) additional mobile licenses can be purchased set at then current rates, each, and
 - (b) additional desktop administrative console licenses are \$1,000 each.
- c) Customer may add additional CAMA CloudSM modules and upgrades after the execution of this Agreement under the following conditions:
 - (1) Customer requests a Purchase Order from Supplier,
 - (2) Customer signs the purchase authorization on the Purchase Order provided by Supplier,
 - (3) 100% of additional upgrades fees are paid within 30 days of activation,
 - (a) additional modules will be set at then current rates,
 - (b) additional upgrades will be set at then current rates.
- d) If Customer determines that Supplier is not in compliance with the terms of this Agreement, Customer may suspend payments until Supplier is in compliance with the terms and conditions of this Agreement.
 - i) Full payment by Customer to Supplier shall be immediately due if the parties agree that Supplier was not able to fulfill the requirements of this Agreement due to any inability of Customer to rectify any unreasonable working environment issues, for which Customer is accountable for, that interferes with Supplier's ability to successfully complete agreed upon services.

- 4) **Annual SaaS, Maintenance and Support Fees for Software.** Yearly annual maintenance and support for which Customer shall be responsible to pay Supplier an annual sum not to exceed **\$5,595 plus \$812.50 per mobile license (includes Disto Laser Sketching)**. Customer will be entitled to product Updates during the term of this Agreement, which include releases that correct identified errors in Software (including revisions or dot releases), and product Upgrades, which are subsequent versions of Software, and provide new or enhanced functionality.
- a) Full (non-discounted) annual maintenance begins July 1st of each year and the first full annual total is due no later than July 31, 2022.
 - i) 100% of pro-rated/discounted Annual Maintenance and Support fees (\$8,032.50 less pro-rata \$3,732.50 = \$4,300) shall be invoiced within 15 days after the first day of Customer field appraisal staff receiving any training as referenced in Section 2 above. **Discounted SaaS maintenance and support fees through June 30, 2022 not to exceed \$4,300 (estimated due date between December 15, 2021 –February 15, 2022).**
 - b) Yearly annual maintenance and support fees may increase to then current rates if Customer adds additional modules, switches CAMA systems, or upgrades after the execution of this Agreement as referenced in Sections 3)b) and 3)c).
 - c) There is no credit or refund in the one-time license fees if the quantity of mobile licenses or upgrades is decreased at any point in the future, but the annual maintenance and support fees shall decrease by the then applicable and respective maintenance rate(s) per removed license or upgrade, per year.
- 5) Supplier will provide standard support services on Software products in use by Customer and will use reasonable efforts to respond to all service inquiries within two (2) business days. However, Supplier cannot guarantee response times for those inquiries requiring substantial research or if Customer does not provide sufficient details or reproduction steps.
- a) For each software product for which Customer has purchased, they will be provided with installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by Customer or determine that errors are not reproducible.
 - b) Example: The 7/1/2021 – 6/30/2022 pro-rated and discounted maintenance amount of \$4,300 will be due between December, 2021 – February, 2022. Then the first full year annual maintenance and support of \$8,032.50 shall be due by 7/31/2022; then the second full year annual maintenance and support of ~\$8,032.50 shall be due by 7/31/2023; then the third full year annual maintenance and support of ~\$8,032.50 shall be due by 7/31/2024; then the fourth full year annual maintenance and support of ~\$8,032.50 shall be due by 7/31/2025; then the fifth full year annual maintenance and support of ~\$8,032.50 shall be due by 7/31/2026 for which maintenance and support shall expire at the end of 6/30/2027 if Customer provided a sixty (60) day notice to cancel, else renew annually until such notice is provided.
 - (1) ~Each of the above amounts can increase or decrease based upon the then current, applicable, and respective number of licenses or upgrades added or removed after the execution of this Agreement, in accordance with Sections 3 and 4; or, if in the event of no upgrades then the annual maintenance amounts may increase by an amount not to exceed 3.5% from one year to the next.
- 6) **Reimbursement of Expenses.** Supplier shall be responsible for all direct expenses of Supplier with regard to its performance of its services under this Agreement, including travel, lodging and per diem expenses; with exception for any support or professional services in excess of any of the above-described hours/days/licenses shall be billable by Supplier to Customer on a time and materials

basis, as may be needed and only as preapproved by Customer.

- 7) **Mutual Mediation Clause.** Upon demand by either party, the parties agree to mediate any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including but not limited to the determination of the scope or applicability of this agreement to mediate. This clause shall not prevent either party from initiating any claim or suit, but if exercised by a party, both parties agree to stay any litigation for a reasonable time pending the mediation. If either party chooses to exercise this right to demand mediation, then, by doing so, that party shall also consent and agree to toll any limitations periods applicable to any claims that the other party may have against the party demanding mediation, such that all applicable limitations periods shall be extended by the same number of days as the period of time from when the demand for mediation was first placed into the mail or otherwise actually communicated to the other party, until the day on which mediation is completed ("Mediation Delay"); and the party demanding mediation shall waive all defenses based on statutes of limitations where litigation is actually commenced within an amount of time from the date that the statute of limitations would have otherwise run equal to the length of the Mediation Delay.
- 8) **Non-Waiver by Parties.** No act or omission of any party shall be construed as constituting or implying a waiver by such party of any default hereunder or of any breach or non-observance of the provisions hereof on the part or the other party or as a surrender of any of the rights of such party resulting therefrom, unless expressly consented to in writing by the party waiving such right.
- 9) **Confidentiality.** The parties agree to hold each party's confidential information in strict confidence and to take reasonable precautions to protect such confidential information (including, without limitation, all precautions each party employs with respect to its own confidential information); unless disclosing-party of confidential information authorizes disclosure in writing. Customer shall not be in breach of this Agreement, including Exhibit "A", in the event Customer is required by law, court order or enforceable subpoena to turn over any information, software or other data that is otherwise confidential hereunder. Provided however Customer will give Supplier written notice within twenty-four hours of Customer's receipt of any request, order or subpoena to allow Supplier to seek whatever protections it deems advisable against such disclosure.
- 10) **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the laws governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.
- 11) **Amendments.** This Agreement may not be modified or changed in any respect whatsoever except by written amendment signed by each party.
- 12) **Designated Representative.** Any notice that must be given under the present Agreement must be communicated in writing at the following addresses:

Person in charge of this project who will be available, knowledgeable, and authorized to execute binding agreements on behalf of Supplier or Customer:

Woolpert: Daniel T. Anderson *

E-mail: daniel.anderson@woolpert.com *

Customer: Jon Soliz **

Copy: jon.soliz@co.crook.or.us**

**or then current Data Cloud Solutions' Practice Leader,
Copy to: jon.downey@woolpert.com*

****or then current Assessor**

13) Entire Agreement. The present Agreement, attached Schedules, and/or Purchase Orders constitutes the full and complete understanding and agreement of Supplier and Customer (and Software Licensee) and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement may be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

THE PARTIES HEREBY AGREE TO ALL OF THE ABOVE TERMS AND HAVE EXECUTED THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE.

EFFECTIVE DATE: _____

ACCEPTED BY:
Woolpert, Inc.

ACCEPTED BY:
Crook County Assessor's Office

Authorized Signature

Name

Vice President, Practice Leader (DCS)

Title

Title

The undersigned Board secretary and/or custodian of records hereby certifies that the above and foregoing SOFTWARE LICENSE AND RELATED PROFESSIONAL SERVICES AGREEMENT FOR APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE CROOK COUNTY'S DISCOVERY & APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES, was approved.

Authorized Signature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of an amount not to exceed **\$29,805 payable prior to February 15, 2022** which is hereby authorized.

Funds for future years are subject to appropriation in the Customer's then current annual budget and are not guaranteed, but are projected to be \$8,032.50 - \$9,200 payable in July of each subsequent year (beginning July 1, 2022) for ongoing annual maintenance and support. **See Section 3-5 for proposed schedule of payments' due dates.**

Date

Authorized Signature
Account No. (if applicable) _____

EXHIBIT "A" End User License Agreement

DEFINITIONS.

1.1 "Purchase Order" has the meaning set forth in Section 2.

1.2 "Floating User" means the number of undesignated concurrent users specified in any Purchase Order who may simultaneously access and use the Licensed Software, subject to the license granted herein.

1.3 "Named User" means the number of users specified in any Purchase Order who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.4 "Licensed Software" means the proprietary software of Data Cloud Solutions, LLC (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order or Agreement.

1.5 "Business Unit" means the specific county division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.6 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

2 PURCHASE ORDERS.

2.1 Licensee may issue to Data Cloud Solutions, a Woolpert Company ("Woolpert", "Woolpert, Inc.") written Purchase Orders identifying the Licensed Software (as defined below) and services Licensee desires to obtain from Woolpert (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that the initial version of each Purchase Order shall be generated by Woolpert. Woolpert shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order. Woolpert may reject a Purchase Order that does not meet the conditions

described above by promptly providing to Licensee a written explanation of the reasons for such rejection. In order to be valid, all Purchase Orders submitted by Licensee must be substantially in the form of Purchase Order attached hereto and shall be executed by authorized representatives of each party prior to taking effect. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

3 LICENSE.

3.1 Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, Woolpert hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named Users specified in the Purchase Order.

3.2 Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with Woolpert, (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service

bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or this Agreement or otherwise recommended by Woolpert. Licensee acknowledges and agrees that the License is restricted to county/Customer operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

3.4 Database. Licensee agrees that the database created by Woolpert and its architecture are key components of Software that is also being licensed concurrently with this Agreement. The database may be subject to copyright protection by Woolpert. Licensee acknowledges that any alteration of the database – even in the case of changing data that may be owned by Licensee – that is performed by software that is not the Licensed Software and/or by an agent that is not associated with Woolpert is inconsistent with the License granted under this Agreement and may cause the Licensed Software to malfunction or affect the integrity of the data in the database, and that Woolpert can no longer warrant the accuracy of the data or the database. Licensee shall not permit any third party or third-party software product to access the database except with the prior written consent of Woolpert.

SERVICES.

4.1 Professional Services. Woolpert shall provide professional services (“Services”) as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order or this Agreement, Woolpert personnel will perform these Services at the rate and charges set forth in such Purchase Order; plus applicable travel, meal and lodging expenses if preapproved by Customer.

4.2 Maintenance and Support Services. Woolpert shall provide maintenance and support services (“Maintenance”) as described in Purchase Orders or this Agreement to maintain the Licensed Software and to provide technical support, Licensed Software updates, and other services as described in Purchase Orders or this Agreement. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to in a maximum of 2 days for standard inquiries and 3 hours for emergency inquiries from the time the call

was placed or 6 hours for premium support services (if purchased); or otherwise resolved as soon as reasonably possible as defined within this Agreement. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, Licensee will be required to pay Woolpert the entire Annual Maintenance and Support Services Fees for the period of discontinuance, plus any Maintenance Services then commencing.

5 FEES AND EXPENSES.

5.1 In consideration for the License and the Services and Maintenance to be provided by Woolpert, Licensee shall pay the fees as indicated in the applicable Purchase Order. Licensee will pay these fees within thirty (30) days of the date of the invoice, unless otherwise stipulated in the Purchase Order or this Agreement. Thereafter, all past due balances shall accrue interest at the rate of 1% per month. Licensee agrees that the SaaS CAMA CloudSM applications are available only through a rental time-based subscription basis and the failure to pay any fees related thereto greater than sixty (60) days shall permit Woolpert to deny Licensee- without notice - access to those aspects of the Software until full payment for all amounts owing are paid in full.

6 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1 Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by Woolpert to Licensee (the “Proprietary Information”) are confidential and that Woolpert has and will have exclusive Intellectual Property Rights in such Proprietary Information. Notwithstanding the foregoing, Woolpert understands and agrees that Licensee is subject to its state’s Open Records Act. Woolpert further understands that information which Woolpert considers or treats as confidential may be made public or disclosed to members of the public, if such disclosure is required by law.

6.2 Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of Woolpert’s Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of Woolpert. Except as otherwise expressly set forth in any Purchase Order or this Agreement, Woolpert shall own all right, title, and interest in and to all Deliverables that are written or created by Woolpert personnel alone or jointly with Licensee or third parties in connection with this Agreement. “Deliverable” shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.3 Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to Woolpert. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.4 Except as required or prohibited by law, Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of Woolpert confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Except as required or prohibited by law, demonstrating the capability of the system to competing property assessment jurisdictions, competing vendors, and/or competing agents/consultants shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.5 Woolpert agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. Woolpert agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to Woolpert's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement and by law.

6.6 The provisions of this Section 6 apply to the Licensed Software as originally delivered by Woolpert and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.7 To the extent that Licensee is authorized by law to do so, Licensee agrees to assist Woolpert in

stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with Woolpert in any litigation that Woolpert determines is reasonably necessary to protect the Proprietary Rights.

6.8 The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages. Woolpert further agrees that, to the extent that any disclosure of information is required by law, or the concealing of information is prohibited by law, including information of any type considered under this Agreement to be confidential, Woolpert shall not be entitled to any damages or other legal or equitable relief whatsoever.

7 INDEMNITY.

7.1 Woolpert will indemnify and defend Licensee, at Woolpert's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies Woolpert in writing of any such claim; (ii) gives Woolpert full authority and control of the settlement and defense of the claim; (iv) has not made any admission or offer to settle and (iv) fully cooperates with Woolpert in the defense of such claims, including providing adequate assistance and information. Woolpert shall keep Licensee informed of, and consult with Licensee in connection with the progress of such litigation or settlement. Woolpert may not settle any Claim unless it unconditionally releases Licensee of all liability. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without Woolpert's prior written consent.

7.2 This indemnity does not apply to, and Woolpert will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than Woolpert unless approved in writing by Woolpert; (ii) modifications made by Woolpert at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with

which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3 If an infringement claim arises, or in Woolpert's reasonable opinion is likely to arise, Woolpert may at its own expense and in its own discretion obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to Woolpert, Woolpert may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF WOOLPERT AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

8 WARRANTY AND LIMITATION OF LIABILITY.

8.1 Woolpert warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for thirty (30) days from go-live delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time.

8.2. WOOLPERT MAKES NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. WOOLPERT DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WOOLPERT HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.

9 TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein or otherwise

stipulated in the Agreement. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, Woolpert may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to Woolpert that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay Woolpert all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, 8.2, 8.3, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. Woolpert acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to Woolpert of the non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Any services performed by Woolpert prior to its receipt of notice of the Licensee's intent to terminate this Agreement in accordance with this paragraph shall nonetheless be paid to Woolpert, including all non-refundable amounts.

MISCELLANEOUS.

10.1 Except for Customer's obligation to pay Woolpert, Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however,

that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of Woolpert, and (ii) Woolpert may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3 No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.4 Woolpert and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.5 This Agreement will be governed by and construed in accordance with the laws of the United States and the state of Customer's address as entered prior to the Recitals of this Agreement, without respect to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.6 If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.7 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal,

invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.8 This Agreement will be a public document and will be subject to disclosure under the Open Records Act. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by Woolpert. Woolpert may disclose Licensee's name on a list of customers.

10.9 This Agreement will become effective only upon execution of this Agreement by an authorized officer of Woolpert and Licensee.

10.10 Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter by furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to Woolpert shall be sent to: Woolpert, Inc. 4454 Idea Center Blvd., Dayton, Ohio 454304.

10.11 The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Such counterparts may be sent via facsimile or in PDF format via email.

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: Eric Blaine

DATE: 5/27/2021

RE: County Actions re COVID – Extension
Our File No.: CT Orders 88

Order and Resolution 2021-33, extending the COVID-19 public health emergency.

Please place this memo and the attached document(s) on the Wednesday, June 16, 2021 County Court Agenda as a DISCUSSION 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

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

**IN THE MATTER OF EXTENDING THE
DURATION OF THE DECLARATION
OF PUBLIC HEALTH EMERGENCY IN
CROOK COUNTY IN RESPONSE TO
THE OUTBREAK OF COVID-19**

**RESOLUTION AND
ORDER 2021-33**

WHEREAS, ORS 401.309 empowers a county to declare a state of emergency “by ordinance or resolution;” and

WHEREAS, on March 13, 2020, the Crook County Court declared a public health emergency in response to the global pandemic of the COVID-19 coronavirus. That declaration was memorialized in Order and Resolution 2020-21, which was later modified by Order and Resolution 2020-22 and Order and Resolution 2021-17; and

WHEREAS, in light of the persisting emergency conditions, which present dangers to the health, safety, and welfare of County residents, the County Court has previously extended the duration of the emergency; and

WHEREAS, based upon the advice of public health officials at the local, state, and federal levels, the present emergency conditions are expected to continue for the foreseeable future, necessitating the extension of the declared state of emergency.

NOW, THEREFORE, based upon the foregoing, it is hereby **ORDERED and RESOLVED** that:

Section One: The state of emergency declared on March 13, 2020 will continue until September 30, 2021, unless sooner terminated or extended by the County Court.

Section Two: In furtherance of any emergency procurements made necessary or prudent to respond to the public health emergency, and pursuant to Crook County Code 3.12.100, a single member of the County Court is authorized to execute contracts in the County’s name regardless of the dollar value limits established by Crook County Code 3.12.040.

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Section Three: All other provisions of the Declaration of Public Health Emergency contained in Order and Resolution 2020-21, as modified by Order and Resolution 2020-22 and Order and Resolution 2021-17, continue in full force and effect.

DATED this ____ day of _____, 2021.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___

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MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: June 8, 2021

RE: Order 2021-35, Adopting the Administrative Hearing Procedures for Food Establishment Regulations to Code Compliance Cases
Our File No.: Ct. Orders A; Code Enforcement 92

Enclosed is Order No. 2021-35, which utilizes the authority in CCC 8.16.070(2) to adopt the administrative hearing procedures of food establishment regulation violations for code compliance cases under chapters 8, 13, 15, and 18. The problems with our current circuit court procedure were detailed in my April 12, 2021 memo. This Order would be a short-term solution to expeditiously address the backlog of code compliance cases. The long-term fix involves a comprehensive restructuring of our code through an ordinance, which unless passed as an emergency, would require two public hearings and the 90-day wait period before it would become effective.

Attorney Laurie Craghead, who has been under contract with the County as the hearings officer for food establishment regulation violations will serve as the hearings officer for code compliance cases under this Order. Her specialization is in land use and she has prior experience as Deschutes County Assistant Counsel. The County may submit a request for proposals for additional hearings officers when it amends the code.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, June 16th, 2021 County Court Agenda as a DISCUSSION ITEM.

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

IN THE MATTER OF ADOPTING ADMINISTRATIVE HEARING PROCEDURES FOR CODE COMPLIANCE CASES))))	ORDER 2021-35
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WHEREAS, Crook County Code (CCC) sections 8.16.070 – 8.16.240 provide for an equitable and comprehensive adjudication of food establishment regulation violations through an administrative process with a hearings officer; and

WHEREAS, Crook County code compliance violations under CCC chapters 8, 13, 15, and 18 where County staff cannot obtain violator compliance through lesser means must currently be resolved through the Crook County circuit courts pursuant to CCC 1.12; and

WHEREAS, the process through the circuit courts requires significant County staff time, overloads the already busy circuit courts, and can take many months to reach resolution; and

WHEREAS, resolving compliance cases through a hearings officer is proven in Oregon to be an efficient, expeditious process to achieve compliance; and

WHEREAS, the County intends to ultimately amend much of the Crook County Code to detail the administrative process for code compliance cases, with the rules to go into effect following the 90-day period to allow for further public comment; and

WHEREAS, Crook County currently has a backlog of several code compliance cases that present an immediate threat to human health and safety;

WHEREAS, CCC 8.16.070(2) allows Crook County to adopt the procedures for the management of administrative hearings of CCC 8.16.070 – 8.16.240 for additional matters; and

WHEREAS, the Crook County Court finds that adopting the administrative hearing provisions of CCC 8.16.070 *et seq.* for code compliance cases under CCC chapters 8, 13, 15, and 18 will help protect human health and safety.

NOW, THEREFORE, the Crook County Court hereby **ORDERS** that:

Section One: The administrative hearing provisions of CCC 8.16.070 – 8.16.240 shall apply to all code compliance cases under CCC chapters 8, 13, 15, and 18 in addition to any other legal remedy available to redress violations of the code.

Section Two: County staff are directed to prepare the necessary forms for administrative hearings under this Order 2021-35 and proceed to bring violators into compliance through this process, with special attention dedicated to the most egregious, longest standing violations that present an immediate threat to public health and safety.

DATED this 16TH day of June 2021.

CROOK COUNTY COURT

SETH CRAWFORD, County Judge

JERRY BRUMMER, County Commissioner

BRIAN BARNEY, County Commissioner

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___

Crook County Counsel's Office

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• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: June 8, 2021

RE: Intermediate Procurement for New Security Monitoring Provider
Our File No.: Ct. Contracts 188(B)

The County recently sought the services of a new security system provider/monitor. This is an intermediate procurement under CCC 3.12.060(2). Thus the County may seek at least three informally solicited competitive price quotes from prospective contractors and may award the contract to the offeror whose quote or proposal will best serve the interest of the County.

The number of providers of this service in the area is limited. Our current provider is East Cascade, and we can use their current pricing as one of the informal quotes. The other two providers in the region, SOS Alarm and Safe & Sound, were both contacted and provided quotes, attached herein.

The quote from SOS Alarm has the lowest monthly monitoring fee, at approximately \$515, followed by East Cascade and Safe & Sound at \$639 and \$830, respectively. However the installation fees from SOS were significantly higher than Safe & Sound, such that the payback from the savings on the monthly monitoring fee would take years to make them the cheaper option (the quote also appears to have missed certain buildings like the Road Department). The quote from Safe & Sound provides for services not available from the other providers, like an HD, night-vision bullet camera for the Road Department.

Customer service and responsiveness has been a re-occurring issue with East Cascade. Correspondence with Safe & Sound has staff optimistic about faster response times and more dedicated customer service. Jeremy Thamert recommends awarding the contract to Safe & Sound. Should the County Court concur, I would recommend a motion to award the security monitoring provider contract for file Court Contracts number 188(B) to Safe and Sound as representing the proposal that will best serve the interest of Crook County and to sign the contract out of court.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, June 16th, 2021 County Court Agenda as a DISCUSSION ITEM.



SOS ALARM 1560 NE 1st St. #6, Bend, OR 97701 541-585-3613

Crook County Facilities Security Options

Thank you for allowing SOS Alarm the opportunity to bid on providing security for the various / Crook County facilities.

SOS Alarm has been in business since 1968, we are a full service Oregon based company dedicated to providing top quality security and services to our clients.

We have many long term existing government accounts including Josephine County Facilities, City of Grants Pass, Oregon State Police, and Crater Lake National Park to just name a few.

We are excited for the opportunity to bring our service and commitment to Crook County as well.

Please see the following pages for a breakdown of proposed security for each of the buildings that we toured. Please consider that these proposals area simply suggestions for coverage based on our conversation with you, we can modify any of these proposed systems in any way that you see fit.

We have priced these proposed systems using our upfront purchase option. The installation fee covers all equipment and installation, including wiring, fixtures, fasteners, connectors, permits, and labor costs. As these are county owned facilities, we are assuming that you must purchase the systems. If however you have an option to rent the equipment, we do offer another pricing structure that would significantly reduce the installation fee and slightly raise the monthly costs. Please let us know if you would like to see those options.

Please review these proposals and let me know if you have any questions or concerns; if you would like to make any changes to any of these options or if you are prepared to move forward with installations.

Sincerely,
Josh Arment
SOS Alarm



SOS ALARM Southern OR 541-773-3900 Central OR 541-585-3613

ACCESS CONTROL DOOR HARDWARE

As part of your access control system installation, it will be necessary to make some changes to the doors that you want control of. These changes include, altering the lockset to remain locked from the restricted access side but still allow free egress from the facility. Generally door hardware is replaced or modified to make this possible. SOS Alarm does not provide the modifications to the door but the following is a selection of companies that can provide and install your door hardware:

Southern Oregon

The Door Guy	541-773-9793 or 541-482-1237
The Key Man	Jackson County 541-690-1751
	Josephine County 541-474-1842

Central Oregon

Locksmith Bend	541-316-5625
Bend Lock & Safe	541-389-1515

This list is just a suggestion. You may also use any other person or company beyond those listed here that you would like for this work.

Whoever you do hire to change the door hardware will need to know that our system requires all powered door hardware be 12VDC.

Please consult with the door hardware company for the best type of hardware for your particular door(s) as there are many different types of devices to hold and release the door. The company that provides the hardware will have the best recommendation for what hardware will work most effectively on your style of door.

The SOS Alarm proposal for your access control system is assuming that the door hardware contractor will be installing standard door strikes. If another type of door hardware is to be used, it may require that we add a small amount of additional equipment to your system which could increase the installation and/or monthly fees for the system by a small amount.

Once you have decided on a company for your door hardware. Please let your SOS Alarm consultant know who you have chosen so that we can coordinate your installation.

Building #1 Finance building (Treasurer & Assessor)

200 NE 2nd St

This system will have 3 separate partitions (individual arming areas): Assessor's office, Treasurer's office, The Vault.

1	XR550	Control Panel
3	9862W	Touchscreen Keypads
3	1135	Interior Sirens
7	1101	Door Contacts
4	1122	Motion Detectors
5	734	Wiegand Modules
5	CSR-35	Bluetooth Low Energy (BLE) Proximity Readers
2	AL201UL	Power Supplies
4	1164	Smoke Detectors
9	1144-1	Hold-up Buttons

Installation on an upfront purchase:\$18,277.00

Monthly monitoring fee:\$59.95

Building #2 Courthouse

300 NE 3rd St

This system will have 3 separate partitions (individual arming areas): Main building, Community development, County administrator.

1	XR550	Control Panel
1	1100XH-W	High Gain Receiver
2	1100R	Wireless Repeaters
3	9862W	Keypads
5	1135	Interior Sirens
8	1101	Door Contacts
8	1122	Motion detectors
6	734	Weigand Modules
6	CSR-35	BLE Proximity Readers
2	AL201UL	Power Supply
10	1144-1	Hold-up Buttons

Installation on an upfront purchase: \$22,495.00

Monthly monitoring fee: \$39.95

Fire panel

Monitoring only for Elevator Recall

1	MQ03-LTE-Fire	Cellular communicator
---	---------------	-----------------------

Installation of the fire alarm cellular communicator: \$535.00

Monitoring fee for the Fir Alarm System: \$85.00

Elevator Emergency Phone

Monitoring only for voice phone.

In office setup fee for elevator phone: \$299.00

Monitoring of the elevator call system: 29.95

Building #3 Administration

203 NE Court

1	XR150	Control Panel
2	9862W	Keypads
2	1135	Interior Sirens
6	1101	Door Contacts
3	1122	Motion Detectors
2	734	Weigand Modules
2	CSR-35	BLE Proximity Readers
1	AL201UL	Power Supply
3	1164	Smoke detectors
3	1144-1	Hold-up Buttons

Installation on an upfront purchase:\$10,165.00

Monthly monitoring fee: \$54.95

Building #5 Building County Council & Sheriff's Office

320 NE Court St

This system will have 2 separate partitions (individual arming areas): County Council, Sheriff's office.

1	XR150	Control Panel
2	9862W	Keypads
1	1100XH-W	High Gain Receiver
3	1135	Interior Sirens
5	1101	Door Contacts
4	1122	Motion detectors
3	734	Weigand Modules
3	CSR-35	BLE Proximity Readers
1	AL201UL	Power Supply
5	1164	Smoke Detectors
3	1144-1	Hold-up Buttons

Installation on an upfront purchase:\$13,056.00

Monthly monitoring fee: \$64.95

Fire panel

Monitoring only for Elevator Recall

1	MQ03-LTE-Fire	Cellular communicator
---	---------------	-----------------------

Installation of the fire alarm cellular communicator: \$535.00

Monitoring fee for the Fir Alarm System: \$85.00

Elevator Emergency Phone

Monitoring only for voice phone.

In office setup fee for elevator phone: \$299.00

Monitoring of the elevator call system: 29.95

Building #9 Records & Maintenance

210 NE 3rd St

This system will have 2 separate partitions (individual arming areas): Maintenance/Records, DA area.

1	XR150	Control Panel
2	9862W	Keypads
2	1135	Interior Sirens
3	1101	Door Contacts
3	1122	Motion Detectors
2	734	Weigand Modules
2	CSR-35	BLE Proximity Readers
1	AL201UL	Power Supply
2	1164	Smoke Detectors
1	1183-135R	Heat Detector
1	1144-1	Hold-up Button

Installation on an upfront purchase:\$9,507.00

Monthly monitoring fee: \$54.95

Building #16 OSU Extension

498 SE Lynn

1	XR150	Control Panel
2	9862W	Keypad Stations
2	1135	Interior Sirens
5	1101	Door Contacts
3	1122	Motion Detectors
2	734	Weigand Modules
2	CSR-35	BLE Proximity Readers
4	1164	Smoke Detectors
9	1144-1	Hold-up Buttons
Connect in the existing		
1		Horn/Strobe power supply
		Existing Horn/Strobes

Installation on an upfront purchase:\$10,835.00

Monthly monitoring fee: \$59.95

Building #20 Crook Co GIS (IT & Health Department)

422 NW Beaver St

This system will have 2 separate partitions (individual arming areas): Health department, IT department.

1	XR550	Control Panel
3	9862W	Touchscreen Keypads
1	1100XH-W	High Gain receiver
3	1135	Interior Sirens
6	1101	Door Contacts
5	1122	Motion Detectors
6	1164	Smoke Detectors
1	1183-135R	Heat Detector
4	734	Wiegand Modules
4	CSR-35	BLE Proximity Readers
1	AL201UL	Power Supply
1	1144-1	Hold-up Button

Installation on an upfront purchase:\$16,951.00

Monthly monitoring fee: \$74.95

Library

175 NW Meadow Lakes

This system will have 2 separate partitions (individual arming areas): Library, Lobby/meeting room.

1	XR150	Control Panel
2	9862W	Touchscreen Keypads
1	1100XH-W	High Gain Receiver
2	1135	Interior Sirens
8	1101	Door Contacts
6	1122	Motion Detectors
3	734	Wiegand Modules
3	CSR-35	BLE Proximity Readers
1	AL201UL	Power Supply
2	1144-1	Hold-up Button

Installation on an upfront purchase:\$13,509.00

Monthly monitoring fee: \$64.95

Fire panel

Monitoring only for Elevator Recall

1	MQ03-LTE-Fire	Cellular communicator
---	---------------	-----------------------

Installation of the fire alarm cellular communicator: \$535.00

Monitoring fee for the Fir Alarm System: \$85.00

Museum

246 N Main St

1	XR150	Control Panel
1	9862W	Keypads
1	1100XH-W	High Gain Receiver
3	1135	Interior Sirens
4	1101	Door Contacts
5	1122	Motion Detectors
1	734	Weigand Modules
1	CSR-35	BLE Proximity Readers
2	1144-1	Hold-up Button

Installation on an upfront purchase:\$8,081.00

Monthly monitoring fee: \$39.95

Fire panel

Monitoring only for Elevator Recall

1	MQ03-LTE-Fire	Cellular communicator
---	---------------	-----------------------

Installation of the fire alarm cellular communicator: \$535.00

Monitoring fee for the Fir Alarm System: \$85.00

The access control credentials were not included in the individual building system pricing. Please see the pricing below for the various access control credential options.

Bluetooth Low Energy Credentials for the access control doors

BLE Smartphone Credentials - 10 pack	\$130.00
BLE Smartphone Credentials - 100 pack	\$1103.00
BLE Proximity Cards - 10 pack	\$145.00
BLE Proximity Cards - 100 pack	\$1176.00
BLE Proximity Keyfobs - 25 pack	\$380.00



Historic Court House Gets Modern Security Measures

If you check the register of historic buildings in Washington State, you will find the Franklin County Court House. With its shining copper dome, it's a beautiful example of the traditional county seat facility you'll find almost anywhere in the US.

When the county launched an \$11 million renovation and restoration project, they were faced with the need to preserve the building's historic appearance while incorporating 21st century security technology.

Old Meets New

The court house campus actually includes three buildings: The 1912 court house, jail, and the public safety building/911 call center.

"This was a real example of old meets new," says Ralph Lynch, President of Advanced Protection Services, Inc. of Pasco, Washington. "The public and employees were used to just strolling in and out. In today's environment, that clearly won't work. We had to put a lock on the facility, controlling and screening visitors just like at the airport."

"But telling the tax payers that they couldn't enter through the front court house steps, to the building they just paid for, was not an option," counters Kevin Scott, Director of Information Services for Franklin County, and the person who led the security system design and implementation.

"Our first and biggest problem was how to secure a historic building with so many entrances. Buildings from that period were built to encourage free access. Buildings today are built with security in mind, with one main point of entry.

"Adding to the problem was the fact that it was a historical building with lots of stone and marble," Lynch adds. "You couldn't just start drilling holes and running cable. We were limited in what we could do inside the building."

Surrounded by Security

To provide strong security with freedom to move once

inside the facility, their solution was to secure the entire campus with sensor fencing around the perimeter.

"Once through the one-and-only security check point, visitors can go wherever needed to conduct their business," Scott says.

Fence security was enhanced with a perimeter photo tower, part of a 64-camera surveillance system. Some cameras are triggered when duress alarms are activated to route the signal for recording by a super-high-resolution video system.

"We were able to bring together security, access control, duress alarms, and video surveillance in a single, robust solution."

Kevin Scott

"If you climb over the fence it trips a sensor that triggers a series of events," says Lynch. "An alarm is transmitted to the monitoring center, while the system directs a camera to spin to the site of the alarm, zoom in and initiate high-quality video recording of the event."

Aside from the intrusion and access control components of the system, Lynch

also installed over 50 panic alarms. "We had them installed in most County offices," Scott says, "especially where money is handled or there's potential for volatile encounters with citizens. We also have them in each courtroom so that judges or clerks can summon help if there's an emergency."

The new system replaced the three standalone systems that used to protect each of the facilities. Because they were separate systems, all credentials and schedules had to be programmed three times.

"We installed a single DMP XR500N Command Processor™ panel to do the job," says Lynch. "We were able to create an integrated system combining nearly a half dozen sub-systems, and the DMP technology sits right in the middle managing it all.

"Almost every project changes during the planning and installation," Lynch admits, "but this project really morphed into a bigger and different system than originally conceived. It was almost an evolutionary process. But we knew going in that the XR500N was a capable panel. I had a checklist of things we needed for the Franklin County installation.

I went down the list and said 'It can do that, it can do that, and it can do that.' Especially important were its access control features. They were a bit clunky on the other panels we considered."

Network Connections Enhance Security

Like all DMP panels, the XR500N includes network capability, and it was put to good use. All three campus buildings devices, as well as access control and intrusion detection at two remote locations, are connected via the network to the county's external security building and onsite 911 call center. Using a network enabled the system to operate largely through existing cabling, avoiding the time and expense ...and damage to the historic building ... required to drill holes and pull new cable.

The new system accelerated the alarm response time. "In the past there was a multi-step process before an alarm was processed," Lynch says. "Now they have visible and audible annunciation in real time."

Multiple Benefits From a Single System

Aside from wrapping his campus in a boundary of stronger security, Scott says that bringing all aspects of security management into a single, unified solution has been a real time saver.

"Now we can manage everything as one, integrated system," Scott says. "The DMP solution has been very easy to learn and support. Using DMP System Link™ for programming, account management (adds, moves, changes), and daily use of the access control and security features has exceeded our expectations for ease of use."

"They had no problem learning how to use the system," Lynch says. "They caught right on, mostly because we designed the system to make it simple and seamless for the customer. DMP technology helped us keep it simple."

"As the project progressed," Lynch recalls, "they continued to think of features that they wanted to add, or change the way some of the features would work. The DMP panel had the flexibility to accommodate everything they wanted. The panel is pretty well maxed out now, but there was nothing

they asked for that we couldn't do, including some things it was really never meant to do. That's why we only use DMP panels."



Franklin County Court House - 1912



"DMP dealers are technically capable," says Rob Bayless, the DMP Northwest Regional Sales Manager. "But Ralph and his team at Advanced Protection Services were really able to use the full spectrum of DMP features in this installation. Advanced Protection is the perfect fit for DMP in that they can handle most any project and know how to use our innovative products and features to provide a cost-effective, total security solution."

A Revolutionary Solution

Lynch proudly describes the Franklin County installation as "revolutionary."

"This was a very complex installation," Scott says, "but everywhere we implemented a DMP solution we had little or no trouble. We were able to bring together security, access control, duress alarms, and video surveillance in a single, robust solution providing our county with rock solid security for our facilities."

Based on the success of the installation, the County is already considering further system expansion.

"The County is looking at adding the DMP Entré Business software to provide greater control over the existing campus system, along with other enhancements," Lynch says. "With the installation of XR500N panels at some additional off-campus buildings, Entré will also let them extend their centralized security and access control system to include other county facilities."

Equipment List

- XR500N panel Command Processor™ Panel
- DMP System Link™ End User Management Software
- 50 Duress Alarms
- 64 Camera Recording Video Surveillance System



800-641-4282

www.dmp.com

Made in the USA

INTRUSION • FIRE • ACCESS • NETWORKS

2500 North Partnership Boulevard

Springfield, Missouri 65803-8877

Farpointe Data® Readers • Credentials

High Security, Bluetooth Readers, Credentials



FEATURES

Reader

- ▶ Compatible with all DMP XR Series™ panels
- ▶ Easily interfaces with DMP 7073, 7073A and 7173 Thinline™ keypads, 7873 graphic keypad, 734, 734N, 734N-POE or 1134 access control modules
- ▶ Weatherized enclosures for indoor and outdoor applications
- ▶ Mounts directly on metal without a drop in performance
- ▶ Built-in self-test routine at start-up to verify reader operation
- ▶ Indicator LED for card read verification
- ▶ Low power consumption
- ▶ Wiegand or Open Supervised Device Protocol (OSDP) for easy integration with DMP access systems

- ▶ MIFARE® DESFire® EV2 technology, a leading industry standard for contactless Smart Cards

Credential

- ▶ Powerful 128-bit Advanced Encryption Standard (AES)
- ▶ 2K-byte memory size for the greatest encryption
- ▶ Unaffected by body shielding or environmental conditions
- ▶ Strong and flexible for resistance to cracking and breaking

Conekt™ Mobile-Ready Reader

- ▶ Uses Bluetooth Low Energy (BLE) to enable communication with an iPhone or Android
- ▶ MAXSecure™ unique security feature, available upon request

- ▶ Supports Conekt mobile access credential and DE2 and CSK-2 Smart Card credentials
- ▶ Wiegand or OSDP output interface
- ▶ Adapter plate included for mullion or single gang box mount

Conekt Mobile Access Credential

- ▶ Operates with Bluetooth mobile-ready reader
- ▶ High-security encryption technology is protected behind the smartphone's security parameters
- ▶ Easy, one-time registration without disclosure of private information
- ▶ Optimized for mobile devices supporting BLE version 4.2 or newer

▶ OSDP Readers Now Available

- ▶ Enhanced Smart Card encryption and DESFire® EV2 support
- ▶ Supports industry-standard interfaces
- ▶ Based upon the world-standard MIFARE® technology, ideal for ISO 14443 applications
- ▶ Installs indoors or outdoors
- ▶ Lifetime warranty on ALL readers



13.56-MHZ DELTA HIGH-SECURITY READERS

Farpointe Data is the access control industry's trusted global partner for premium radio-frequency identification (RFID) solutions, including proximity, contactless smart and long-range technologies.

A key component of a physical security electronic access control system, a contactless Smart Card reader is based on RFID technology. In operation, it is capable of reading data stored on a proximity credential via radio frequency and without physical contact. It then passes the data obtained to the physical access control system. Access control systems typically manage and record the movement of individuals through a protected area, such as a locked door.

HIGH-LEVEL SECURITY FEATURES

The DELTA line offers MIFARE DESFire EV2 application support. Credentials based upon MIFARE DESFire EV2 offer more protection using an even higher security encryption technology standard. DESFire is a high-end chipset in the MIFARE family that is the first chip compliant with the Government Smart Card Interoperability Specification (GSC-IS). The GSC-IS standard was created to ensure the interoperability of contactless and contact Smart Cards throughout the federal government.

Farpointe's DELTA technology is based on the world-popular MIFARE platform to offer a globally accepted, secure and versatile access control solution. DELTA readers support MIFARE Classic® 1K and 4K, MIFARE DESFire EV1 and EV2, MIFARE UltraLight® and MIFARE Plus®.

To ensure the integrity of RF data transactions, data communication between DELTA cards and DELTA readers is encrypted using a powerful key; furthermore, readers and credentials challenge each other's keys during the validation process. Showcasing DELTA's versatility, the readers offer a wide range of adjustable settings to satisfy each customer's individual needs, application requirements and system specifications.

DELTA readers are able to read the access control data and/or card serial number from all ISO 14443 Type A & B Smart Cards. DELTA credentials meet the ISO standard and are programmed by the manufacturer with a DELTA compatible secure key. During DELTA's validation process, the credential's secure key is challenged by the reader. If the secure keys match, the reader will read the card's sector data. If the secure keys don't match, the reader will only read the credential's CSN.

Additionally, DELTA cards and tags are passive devices. This eliminates maintenance with no battery required. They can also be ordered programmed to various formats and encryption keys.

VISUAL INDICATION

When a proximity card is presented to a reader, the red LED flashes green to indicate a read card with the proper format/frequency. The LED can also be wired to the 734 LC terminal to follow the state of the lock.

INDOOR/OUTDOOR DESIGN

The readers carry an IP67 rating, making them ready to take on any harsh environment. This also provides a high degree of vandal resistance. This allows reliable performance anywhere.

EASILY INTERFACED

DELTA comprises Farpointe Data's 13.56-MHz line of contactless Smart Card readers, cards and tags. Based on proven DESFire contactless digital RFID technology, DELTA readers interface with a wide range of electronic access control systems by complying with the Wiegand or OSDP communication protocols.

BLUETOOTH READER AND MOBILE CREDENTIALS

Instead of keeping track of a key fob or card, some people may prefer using their smartphones to get into their businesses or secure work areas. DMP can give those customers the convenience they prefer with a mobile access credential that is loaded on BLE - enabled smartphones. This allows the smartphone to function as a contactless electronic access control credential.

OSDP

A higher security communication between the reader and access control module is guaranteed with OSDP. It utilizes AES-128 encryption and bi-directional communication for reader configuration, reader status and line monitoring. This allows the reader to be "married" to the access control module to virtually eliminate interception of reader data. The DELTA series line of OSDP readers is among the highest security readers available in the market today.

**DELTA3**

The DELTA3 Contactless Mullion-Mount Smart Card Reader's compact design makes it ideal for mounting to metal door or window frames and other flat surfaces. The reader accepts 5 to 14 volts, covering most voltage requirements. Up to 1.5 inch read range. It's durable and secured with tamper and weather-resistant epoxy potting, and it's backed by a lifetime warranty.

**DE2**

The DE2 MIFARE DESFire EV2 Smart Card is manufactured from composite PET plastic and can be directly printed on using an ID Badge Printer. The DE2 comes with 2K memory, ISO 14443 technology and has a 2.5 inch read range.

**CSK-2**

The CSK-2 is an ISO 14443-A compliant MIFARE DESFire EV1 Smart Card key fob-style tag. The CSK-2 is a grey color and has a read range of 1 inch.

**DELTA5**

The DELTA5 Contactless Smart Card Reader (single-gang box) boasts a thin profile and may be mounted to a standard North American single-gang wall switch box and other flat surfaces. Up to 3 inch read range.

**DELTA6.4**

The DELTA6.4 Contactless Smart Card Reader and Keypad can be mounted directly to a standard North American sized single-gang wall box. It incorporates a contactless Smart Card reader (13.56 MHz) and a keypad into a single-unit, making it ideal for applications requiring an access credential and/or personal identification number (PIN). Up to 2 inch read range.

BLUETOOTH READER AND MOBILE CREDENTIALS**CSR-35**

As a member of DMP's high-security readers, the CSR-35 Conekt Mobile-Ready Contactless Smart Card Reader is based on the proven LEGIC® contactless digital RFID platform and interfaces easily with DMP's access control modules.

The CSR-35 can be installed on a metal door, window frame or flat surface at any entry point, and is also compatible with DMP's DE2 and CSK-2 Smart Card credential with up to 1.5 inch read range. With the mobile credential, the CSR-35 is field configurable up to a 30 foot read range. This single reader comes as a kit with the option to change the back plate for a switch plate or mullion.

**CMC-2**

This credential is programmed with a unique MaxSecure code. That same code is embedded to reader purchases so that readers and credentials only acknowledge each other with their MaxSecure codes match. The credential is stored and activated within the Conekt Mobile Wallet app, which is available on the Apple App or Google Play Stores.

SPECIFICATIONS

Reader Specifications

All DELTA readers have the following specifications:

Material	Polycarbonate UL 94
Operating Temp	-40°F to 149°F
Operating Voltage	+5-14 VDC
Transmit Frequency	13.56 MHz

Note: All Current Draw specifications are based upon 12 VDC.

DELTA3/ DELTA3-OSDP

Dimensions	1.7" × 3.2" × 0.7"
Power Supply	5 – 14 VDC
Current Draw	
Average	135 mA
Weight	3 oz

DELTA5/ DELTA5-OSDP

Dimensions	3" × 4.6" × 0.4"
Power Supply	5 – 14 VDC
Current Draw	
Average	135 mA
Weight	4 oz

DELTA6.4/DELTA6.4-OSDP

Dimensions	3" × 4.6" × 0.75"
Power Supply	5 – 14 VDC
Current Draw	
Average	175 mA
Weight	4 oz

CSR-35/CSR-35-OSDP

Technology	Contactless Smart Card and Bluetooth Low Energy (BLE)
Frequency	
Smart Card	13.54 MHz
BLE	2.4 GHz
Dimensions	
Mullion	1.7" × 4.7" × 1.2"
Switch Plate	3" × 5.1" × 1.2"
Power Supply	8 – 14 VDC
Current Draw	
Average	40 mA

Reader Ordering Information

DELTA3/ DELTA3-OSDP	Mullion Smart Card Reader
DELTA5/ DELTA5-OSDP	Single Gang Smart Card Reader
DELTA6.4/ DELTA6.4-OSDP	Single Gang w/Pin Pad Smart Card Reader
CSR-35/ CSR-35-OSDP	Presentation Mobile-Ready Contactless Smart Card Reader

Credential Specifications

DE2

Dimensions	2.1" × 3.4" × 0.031"
Operating Temp	-31° F to 158° F
Weight	0.23 oz
Transmit Freq	13.56 MHz

CMC-2

Technology	Bluetooth Low Energy (BLE)
Frequency	2.4 GHz
Type	Smartphone mobile access credential, downloadable via Conekt Wallet app
Operation	iPhone or Android-based smartphones
Marking	Date code and ID

CSK-2

Dimensions	1.9" × 1.5" × 0.28"
Operating Temp	-40° F to 158° F
Weight	0.39 oz
Transmit Freq	13.56 MHz
Read Range	Up to 1"

Credentials Ordering Information

DE2/10	MIFARE DESFire EV2 Smart Card, 10 pk
DE2/100	MIFARE DESFire EV2 Smart Card, 100 pk
CMC-2/10	Conekt Mobile Access Credential, 10 pk
CMC-2/100	Conekt Mobile Access Credential, 100 pk
CSK-2/25	MIFARE DESFire EV2 Key Fob, 25 pk

Panel Compatibility

Readers	All DMP XR Panels
Credentials	All DMP XR Panels

Keypad Compatibility

Readers	7073, 7073A, 7173, 7873
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Reader Listings

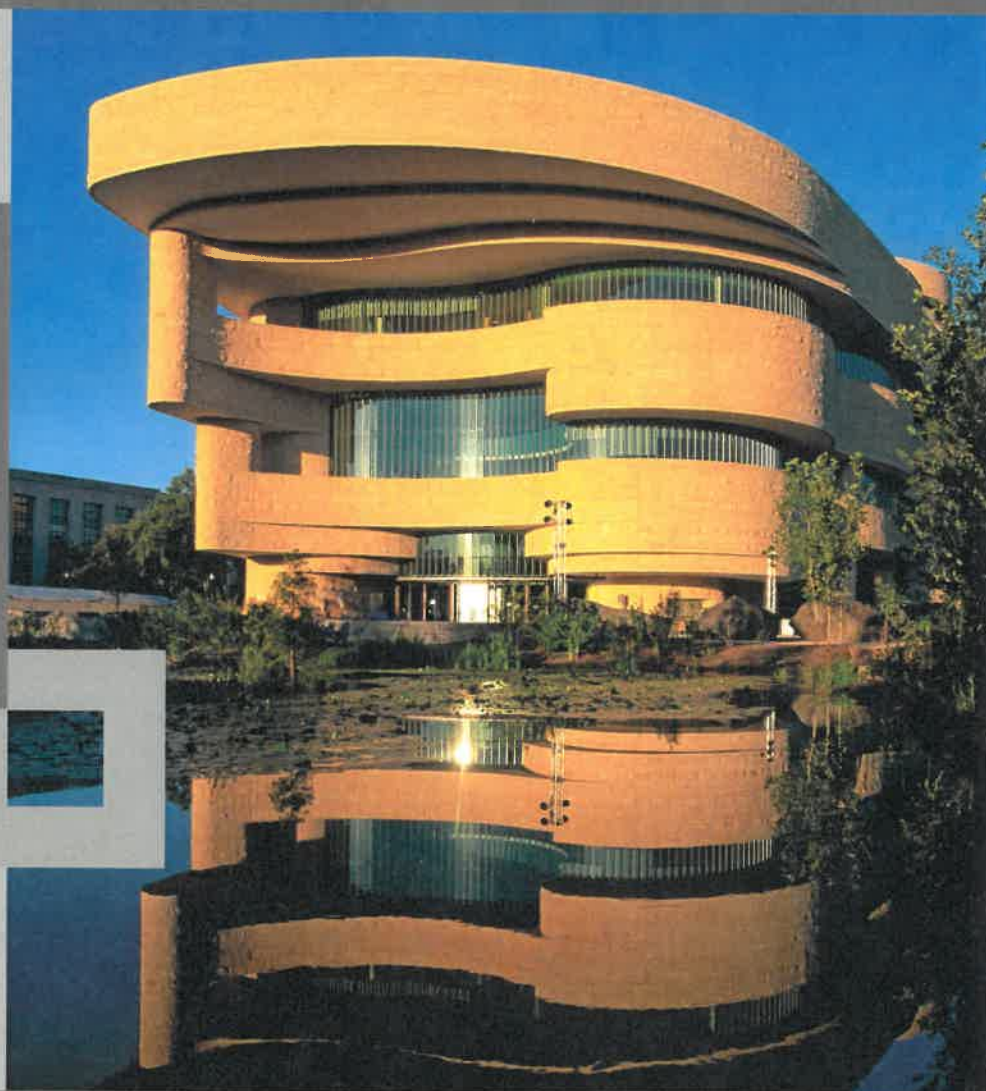
All readers have the following listings:

UL 294

FCC part 15, United States

monitoring for government

SECURITY



Securing America with encrypted
scalable IDS solutions

INTEGRATED TECHNOLOGIES

FOR SAFE, SECURE FACILITIES



WHY CHOOSE DMP?

Our scalable solutions for intrusion detection systems (IDS) and deterrence provide encrypted, versatile, high-level physical security with secure communications to keep personnel informed in times of emergency and help ensure a rapid, informed response.

We work with authorized dealers, integration partners, and government security directors to devise reliable, powerful solutions based on field knowledge, shared information, and the need for redundant processes.

SECURE NETWORK MONITORING OF ALARM SIGNALS

Our control panel used for high-security and UL2050 SCIF applications incorporates the U.S. government's approved Advanced Encryption Standard (AES) Rijndael Encryption and has received the industry's first UL Listing for Highline Security with NIST-approved 128-bit or 256-bit encryption.

SECURE SYSTEMS, EASY OPERATION

To make system operation simple and effective, we've produced innovations like the Prox Patch which attaches to a cell phone or wallet or other portable device and turns it into an access control wand, allowing access to authorized users identified by the patch. Prox Patch software includes options for credential verification and anti-passback control.

FLEXIBILITY IN SCHEDULES

DMP panels have enhanced scheduling for areas, doors, outputs, and holiday schedules to offer flexibility for your customers. Ninety-nine programmable schedules are available and can be assigned to an area, door, or output. The same schedule may be assigned to more than one area, door, or output, making them reusable.

- Up to 8 schedules per profile
- Up to 8 schedules per area
- Up to 40 holiday dates
- Up to 8 schedules per door
- Up to 8 schedules per output

TRUE CARD + CODE ENTRY WITH INTEGRATION FEATURES

19

We meet DCID 6/9 for ID card access that requires a card read plus a manual code entry to uniquely identify each system user. DMP systems can be programmed for access and security functions in one step by initiating authorization, door activation, and security disarming with a single credential and code number. Scheduling offers options for control based on personnel requirements, time of day, day of week, and more. Our high security keypad's randomizing keypad display changes sequence every time the keypad requests a code entry, and a privacy filter turns the screen black from side viewing angles. These two features make it virtually impossible to steal user codes by shoulder surfing or surveillance.



MADE, TESTED, AND QUALITY INSPECTED IN THE U.S., OUR PRODUCTS MEET THE HIGHEST STANDARDS IN THE SECURITY INDUSTRY.

SYSTEM FLEXIBILITY ENSURES LASTING VALUE OF YOUR SECURITY INVESTMENT

For over three decades, DMP has designed panels and user interfaces so systems can be scaled to fit your security needs, cost-effectively. We stand behind our technologies with ongoing service and flash programming upgrades to ensure that systems have the latest software to maintain the highest standards and preserve the lasting value of your security system.

Panel hardware is similarly designed for application flexibility. For example, as demand for integrated systems has grown, we've added functions to our security alarm panels so access control, fire, and intrusion are operable via a single interface. Add the integrated features you need simply by activating the access control programming and adding devices — saving you the cost of swapping out entire panels or purchasing additional single-function panels to gain improved integrated functionality. Thanks to DMP's backward and forward compatibility, you can add new keypads and sensors to legacy panels or keep older peripherals while you add new panel features and more capacity.

Our commercial off-the-shelf (COTS) systems' open architecture is designed for third-party integration, giving you the flexibility to expand your current system or allow for future growth. Add CCTV and video applications, detection devices, and environmental and process control systems, as needed, to avoid lapses in security.

In applications where high-level security is not required, additional system flexibility and scalability can be derived from our complete line of intrusion, fire, and access control devices. Ease of two-way wireless programming and installation enables rapid deployment and configuration when time is a critical factor.

REPORTING FEATURES PAY OFF IN ADDED SAFETY, SECURITY, AND ACCOUNTABILITY

Thanks to System Link™ software, your integrated system can automatically report facility opening/closing times, staff arrival times, sensor activation times, and patrol check-in times. Systems alert duty personnel with visual and auditory signals designed for redundancy, descriptive accuracy, and critical feedback about security status.

We, together with our dealers and integration partners, support the security needs of U.S. government agencies across America and around the world.

19

DMP SYSTEMS ARE DESIGNED
WITH EMPLOYEES AND
SERVICE PROVIDERS IN MIND,
SO KEYPADS ARE EASY TO
OPERATE, REGARDLESS OF
EXPERIENCE LEVEL.



THE DMP ADVANTAGE

Look to DMP integrated systems for intrusion, fire, access, and network monitoring with these critical benefits:

- The cost savings of an integrated system
- Commercial off-the-shelf software for third-party integration
- User menus designed for ease of use
- Tried and tested network monitoring for faster reliable reporting and multiple-site control from remote or onsite locations
- Access control scheduling that supports operational efficiency
- Card plus Pin arming/disarming
- Hardware designed, engineered, and manufactured in Springfield, Missouri, with U.S. and global components

DMP HIGH-SECURITY APPROVALS

N.I.S.T. Certification UL2050 for SCIFS
ICD 705
Onboard AES Rijndael Encryption
GSA contract # GS-07F-0298J

For an authorized dealer near you
contact DMP at 877.725.1114
DMP.com



LT-0928 18261

A woman with long brown hair, wearing a dark blue blazer, is smiling and looking towards the camera. She is holding a smartphone in her right hand, which is extended towards a glass door. The background is a dark, out-of-focus interior.

INTEGRATED ACCESS CONTROL

Protect and manage your facility with confidence



ACCESS CONTROL INCLUDES ALARM MANAGEMENT

In the past, a sturdy lock was the most effective method available to control access to your facility. Today you have the capability to truly manage both exterior and interior access. With the appropriate security devices and alarm management software, which is integrated into a single security solution, you can take control of who goes where and when throughout your facility.

As a network application, real-time changes can be made to the access rights of any individual from anywhere with an Internet connection. Rather than worry about retrieving keys from discharged employees or re-keying locks, simply delete their access privileges. You can also remotely lock and unlock any protected door.

Adding to the benefits of an access control system is the ability to review reports detailing the arrival and departure of each individual and which protected areas they entered. An access control system not only provides added security, but it also enhances your facility management capabilities.



Access Control Hardware

The main component in any access control system is the control panel. It communicates with and manages the various other devices installed throughout the facility. DMP systems include an "integrated" panel that also provides intrusion and fire alarm capabilities, all in a single unit.

The primary devices in an access control system are:

Electronic Hardware: Each protected door needs to be equipped with an electronic lock that can be remotely controlled.

Prox Readers: Card readers where users swipe their cards, or proximity devices that users pass their fobs or access cards over.

Keypads: Where users can enter an access code to open a door, and system managers can modify the authority level of system users, as well as perform other programming functions.

Request-to-Exit Devices: Motion sensors, buttons, or crash bars used to bypass a door or release an electronic lock.

High Security Readers: Based on the MIFARE platform, the high security reader is a globally accepted, secure, and versatile access control solution. To ensure the integrity of radio frequency (RF) data transactions, data communication between cards and readers is encrypted using a powerful key; furthermore, readers and credentials challenge each other's keys during the validation process.

Software to Manage Your System

The hardware is only half of your access control system. DMP also provides the access and security management software required to configure, control, and maintain the system. When selecting your software, DMP offers you several options.

DMP Virtual Keypad™ app or Virtual Keypad™ Access allows users to remotely monitor and manage their systems with the ability to check system status, arm/disarm, add and manage users, as well as Z-Wave™ devices and cameras, schedules, outputs, profiles, settings, Holiday Dates, and more.

DMP Entré™: Create graphical “maps” of your facility. Each system device is displayed on the map, providing at-a-glance status review. Zoom in to any part of the facility for more detail. Click on any device to check or change its status, making access control easier and more intuitive than ever before. Multiple software versions and a variety of add-on modules let you select the features needed to build a system customized to your requirements and ensure that you will never outgrow your system.



**TAKE CONTROL OF
WHO GOES WHERE
AND WHEN IN YOUR
FACILITY WITH A
SINGLE INTEGRATED
SECURITY SOLUTION.**

Advanced users can program automated system actions, including responses to any system alarm or events, customized reports, or alert distribution via e-mail. This automation enables you to configure unattended activities, freeing system managers from many routine responsibilities.

Managed Access and Security Control Services: You can rely on your system dealer as the around-the-clock facility monitor of your DMP access and security system. Your security professional can provide 24/7/365 oversight of your facility that ensures a fast, appropriate response to alarms and quick updates to user data or system configuration. They can provide full reporting of all system activity, including information regarding all movement in and around your facility.

An Integrated Security Solution

Rather than having multiple systems for access control, intrusion and fire, you can create a single, total security solution. An integrated system is less costly to install, reducing your initial investment. It provides continued savings because a single-system approach means less maintenance and reduced training for your staff.

The access and security management software provides the ability to incorporate all elements of your security system, including badging, CCTV camera control, and DVR management. The software consolidates all security management into a single unified solution.

DMP technology is designed with broad forward and backward compatibility. With ongoing upgrades and system enhancements, the system you buy today will continue to provide reliable service for many, many years.



The DMP Advantage

- Control up to 96 doors
- Lock down feature locks all doors designated as public from keypad or Remote Link*
- Card plus PIN by Area requires both a card read and PIN entry for arming/disarming all secure areas
- Flexibility in scheduling: Enhanced scheduling for areas, doors, outputs, and holidays. Up to 99 programmable schedules are available and can be assigned for areas, doors, outputs, Z-Wave favorites, and profiles. The same schedule may be assigned an unlimited number of times.
 - Up to 8 schedules per profile
 - Up to 4 profiles per user
 - Up to 8 schedules per door
 - Up to 8 schedules per area
 - Up to 8 schedules per output
 - Up to 40 holiday dates

The one- and two-button wireless key fobs provide the ability to arm/disarm security systems or transmit a panic command. The built-in proximity credentials add the ability to arm/disarm and interact with access control proximity readers.



All 1144 Series key fob transmitters are portable, water resistant, and designed to be clipped to a keychain or lanyard. The LED visual display acknowledges when a button is pressed, providing confirmation with a unique color-coded response.



For an authorized dealer near you
contact DMP at 800-641-4282
DMP.com

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Safe & Sound

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Estimate

ADDRESS

Jeremy Thamert
 Crook County Facilities
 203 NE St
 Prineville, Oregon 97754

ESTIMATE # 1203**DATE** 03/21/2021

QTY	PRODUCT/SERVICE	RATE	AMOUNT
	Building B03		
1	Qolsys Bundle 7" Touchscreen Control 3 Door/window sensors (up to) 1 Motion/Glassbreak Detector	500.00	500.00
	12 month agreement Lifetime maintenance		
2	Remote IQ Touch Panel Remote 7" Touchscreen Keypad	289.00	578.00
1	Door/Window Sensor Suitable for a wide range of residential and light commercial environments Near-invisible after installation, blending in with any décor Battery life of up to 6 years (with typical use) Low battery indication Available in white and brown casing	50.00	50.00
1	Panic Button Integrated LED to indicate signal transmission and acknowledgement Water resistant Multifunction clip and neck strap Full 2-second delay on panic button	50.00	50.00
1	Heat Detector-319 Rate-of-rise Heat Detector 135	99.00	99.00
1	Smoke Detector Provides accurate early fire warning, with audio and visual alerts, when smoke or high temperature is detected	95.00	95.00

QTY	PRODUCT/SERVICE	RATE	AMOUNT
1	39.99 Monitoring Pkg Monthly Monitoring Building B02 1ST FLOOR	39.99	39.99
1	Qolsys Bundle 7" Touchscreen Control 3 Door/window sensors (up to) 1 Motion/Glassbreak Detector 12 month agreement Lifetime maintenance	500.00	500.00
1	Remote IQ Touch Panel Remote 7" Touchscreen Keypad	289.00	289.00
1	Motion Sensor Advanced True Motion Recognition™ algorithm differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs	90.00	90.00
3	Panic Button Integrated LED to indicate signal transmission and acknowledgement Water resistant Multifunction clip and neck strap Full 2-second delay on panic button	50.00	150.00
1	39.99 Monitoring Pkg Monthly Monitoring Simplex Fire Panel	39.99	39.99
1	Misc. Parts Cell Radio for fire monitoring	0.00	0.00
1	49.99 Monitoring Pkg - 49.99 Fire Monitoring Monthly 2ND FLOOR	49.99	49.99
1	Door/Window Sensor Suitable for a wide range of residential and light commercial environments Near-invisible after installation, blending in with any décor Battery life of up to 6 years (with typical use) Low battery indication Available in white and brown casing	50.00	50.00
1	Smoke Detector Provides accurate early fire warning, with audio and visual alerts, when smoke or high temperature is detected	95.00	95.00
2	Panic Button Integrated LED to indicate signal transmission and acknowledgement Water resistant Multifunction clip and neck strap Full 2-second delay on panic button	50.00	100.00
1	Motion Sensor Advanced True Motion Recognition™ algorithm	90.00	90.00

QTY	PRODUCT/SERVICE	RATE	AMOUNT
	differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs Silent Knight Fire Panel		
1	Misc. Parts Cell Radio for fire monitoring	0.00	0.00
1	49.99 Monitoring Pkg - 49.99 Fire Monitoring Monthly 3rd FLOOR	49.99	49.99
1	Motion Sensor Advanced True Motion Recognition™ algorithm differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs BUILDING B01	90.00	90.00
1	Qolsys Bundle 7" Touchscreen Control 3 Door/window sensors (up to) 1 Motion/Glassbreak Detector 12 month agreement Lifetime maintenance	500.00	500.00
6	Motion Sensor Advanced True Motion Recognition™ algorithm differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs	90.00	540.00
1	Smoke Detector Provides accurate early fire warning, with audio and visual alerts, when smoke or high temperature is detected	95.00	95.00
1	Remote IQ Touch Panel Remote 7" Touchscreen Keypad	289.00	289.00
5	Panic Button Integrated LED to indicate signal transmission and acknowledgement Water resistant Multifunction clip and neck strap Full 2-second delay on panic button	50.00	250.00
1	39.99 Monitoring Pkg Monthly Monitoring BUILDING B09	39.99	39.99
1	Qolsys Bundle 7" Touchscreen Control 3 Door/window sensors (up to) 1 Motion/Glassbreak Detector 12 month agreement Lifetime maintenance	500.00	500.00
1	39.99 Monitoring Pkg Monthly Monitoring	39.99	39.99

QTY	PRODUCT/SERVICE	RATE	AMOUNT
	BUILDING B14		
1	Qolsys Bundle 7" Touchscreen Control 3 Door/window sensors (up to) 1 Motion/Glassbreak Detector 12 month agreement Lifetime maintenance	500.00	500.00
3	Door/Window Sensor Suitable for a wide range of residential and light commercial environments Near-invisible after installation, blending in with any décor Battery life of up to 6 years (with typical use) Low battery indication Available in white and brown casing	50.00	150.00
3	Motion Sensor Advanced True Motion Recognition™ algorithm differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs	90.00	270.00
2	Smoke Detector Provides accurate early fire warning, with audio and visual alerts, when smoke or high temperature is detected	95.00	190.00
1	Panic Button Integrated LED to indicate signal transmission and acknowledgement Water resistant Multifunction clip and neck strap Full 2-second delay on panic button	50.00	50.00
1	39.99 Monitoring Pkg Monthly Monitoring Silent Knight Fire Panel	39.99	39.99
1	Misc. Parts Cell Radio for fire monitoring	0.00	0.00
1	49.99 Monitoring Pkg - 49.99 Fire Monitoring Monthly	49.99	49.99
	BUILDING B20		
1	Qolsys Bundle 7" Touchscreen Control 3 Door/window sensors (up to) 1 Motion/Glassbreak Detector 12 month agreement Lifetime maintenance	500.00	500.00
3	Door/Window Sensor Suitable for a wide range of residential and light commercial environments Near-invisible after installation, blending in with any décor Battery life of up to 6 years (with typical use)	50.00	150.00

QTY	PRODUCT/SERVICE	RATE	AMOUNT
	Low battery indication Available in white and brown casing		
5	Motion Sensor Advanced True Motion Recognition™ algorithm differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs	90.00	450.00
3	Panic Button Integrated LED to indicate signal transmission and acknowledgement Water resistant Multifunction clip and neck strap Full 2-second delay on panic button	50.00	150.00
1	39.99 Monitoring Pkg Monthly Monitoring LIBRARY	39.99	39.99
1	Qolsys Bundle 7" Touchscreen Control 3 Door/window sensors (up to) 1 Motion/Glassbreak Detector 12 month agreement Lifetime maintenance	500.00	500.00
1	Door/Window Sensor Suitable for a wide range of residential and light commercial environments Near-invisible after installation, blending in with any décor Battery life of up to 6 years (with typical use) Low battery indication Available in white and brown casing	50.00	50.00
8	Motion Sensor Advanced True Motion Recognition™ algorithm differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs	90.00	720.00
3	Panic Button Integrated LED to indicate signal transmission and acknowledgement Water resistant Multifunction clip and neck strap Full 2-second delay on panic button	50.00	150.00
1	39.99 Monitoring Pkg Monthly Monitoring HONEYWELL FIRE PANEL	39.99	39.99
1	Misc. Parts Cell Radio for fire monitoring	0.00	0.00
1	49.99 Monitoring Pkg - 49.99 Fire Monitoring Monthly FAIRGROUNDS	49.99	49.99
1	Qolsys Bundle 7" Touchscreen Control	500.00	500.00

QTY	PRODUCT/SERVICE	RATE	AMOUNT
	3 Door/window sensors (up to) 1 Motion/Glassbreak Detector		
	12 month agreement Lifetime maintenance		
4	Door/Window Sensor Suitable for a wide range of residential and light commercial environments Near-invisible after installation, blending in with any décor Battery life of up to 6 years (with typical use) Low battery indication Available in white and brown casing	50.00	200.00
3	Motion Sensor Advanced True Motion Recognition™ algorithm differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs	90.00	270.00
1	Smoke Detector Provides accurate early fire warning, with audio and visual alerts, when smoke or high temperature is detected	95.00	95.00
1	Panic Button Integrated LED to indicate signal transmission and acknowledgement Water resistant Multifunction clip and neck strap Full 2-second delay on panic button	50.00	50.00
1	39.99 Monitoring Pkg Monthly Monitoring BLDG 16 OSU EXTENSION	39.99	39.99
1	Qolsys Bundle 7" Touchscreen Control 3 Door/window sensors (up to) 1 Motion/Glassbreak Detector	500.00	500.00
	12 month agreement Lifetime maintenance		
1	Wired-to-Wireless Converter Convert any legacy hard-wired security system to smart wireless security systems. Upgrade to wireless. Wired to Wireless converter leverages industry-leading wireless technology capabilities, featuring superior encryption and long range.	199.00	199.00
1	Remote IQ Touch Panel Remote 7" Touchscreen Keypad	289.00	289.00
5	Door/Window Sensor Suitable for a wide range of residential and light commercial environments Near-invisible after installation, blending in with any décor Battery life of up to 6 years (with typical use) Low battery indication	50.00	250.00

QTY	PRODUCT/SERVICE	RATE	AMOUNT
	Available in white and brown casing		
4	Motion Sensor Advanced True Motion Recognition™ algorithm differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs	90.00	360.00
1	Smoke Detector Provides accurate early fire warning, with audio and visual alerts, when smoke or high temperature is detected	95.00	95.00
1	39.99 Monitoring Pkg Monthly Monitoring ROAD DEPT MAIN OFFICE	39.99	39.99
1	Qolsys Bundle 7" Touchscreen Control 3 Door/window sensors (up to) 1 Motion/Glassbreak Detector 12 month agreement Lifetime maintenance	500.00	500.00
2	Door/Window Sensor Suitable for a wide range of residential and light commercial environments Near-invisible after installation, blending in with any décor Battery life of up to 6 years (with typical use) Low battery indication Available in white and brown casing	50.00	100.00
3	Motion Sensor Advanced True Motion Recognition™ algorithm differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs	90.00	270.00
1	Smoke Detector Provides accurate early fire warning, with audio and visual alerts, when smoke or high temperature is detected	95.00	95.00
2	Smartlock Lever w/key Commercial Commercial Keyless Door Lock	449.00	898.00
2	Bullet Camera This HD Camera is a high-performance indoor/outdoor bullet camera with powerful night vision capabilities. With its 1080p HD quality video and highly visible design, the Indoor/Outdoor Bullet Camera provides a strong visual deterrent that is ideal for both commercial and high-end residential video installations. The camera features commercial-grade construction with an IP-67 rating and Power over Ethernet (PoE) capabilities.	275.00	550.00
1	39.99 Monitoring Pkg Monthly Monitoring	39.99	39.99
1	Monthly Service 4 Cameras Cloud Service & Storage-Monthly	10.00	10.00

QTY	PRODUCT/SERVICE	RATE	AMOUNT
2	ADC- Per Door Access -ZWave Cloud Programming of door access-ZWave Per Door-Monthly ROAD DEPT SHOP	5.00	10.00
1	Qolsys Bundle 7" Touchscreen Control 3 Door/window sensors (up to) 1 Motion/Glassbreak Detector 12 month agreement Lifetime maintenance	500.00	500.00
6	Door/Window Sensor Suitable for a wide range of residential and light commercial environments Near-invisible after installation, blending in with any décor Battery life of up to 6 years (with typical use) Low battery indication Available in white and brown casing	50.00	300.00
5	Commercial Wireless Motion ideal for commercial applications and large residences Market-leading mirror optics offer exceptionally high detection sensitivity and immunity to false alarms Coverage area – 49 ft. / 90o	149.00	745.00
1	Glass Break Detector Cutting-edge glass break detection technology delivers near-zero false alarm rate Acoustic pattern recognition technology provides 360o coverage 25 ft. maximum detection range for plate, tempered, laminated, wired, coated and sealed insulating glass A single detector can protect rooms of up to 32.7 x 39.4 sq. ft. Battery life up to 5 years with typical use	105.00	105.00
2	Motion Sensor Advanced True Motion Recognition™ algorithm differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs	90.00	180.00
1	Smoke Detector Provides accurate early fire warning, with audio and visual alerts, when smoke or high temperature is detected	95.00	95.00
1	Bullet Camera This HD Camera is a high-performance indoor/outdoor bullet camera with powerful night vision capabilities. With its 1080p HD quality video and highly visible design, the Indoor/Outdoor Bullet Camera provides a strong visual deterrent that is ideal for both commercial and high-end residential video installations. The camera features commercial-grade construction with an IP-67 rating and Power over Ethernet (PoE) capabilities.	275.00	275.00
1	39.99 Monitoring Pkg	39.99	39.99

QTY	PRODUCT/SERVICE	RATE	AMOUNT
	Monthly Monitoring		
1	Monthly Service 4 Cameras Cloud Service & Storage-Monthly BLDG 17 LANDFILL	10.00	10.00
1	Qolsys Bundle 7" Touchscreen Control 3 Door/window sensors (up to) 1 Motion/Glassbreak Detector	500.00	500.00
	12 month agreement Lifetime maintenance		
3	Door/Window Sensor Suitable for a wide range of residential and light commercial environments Near-invisible after installation, blending in with any décor Battery life of up to 6 years (with typical use) Low battery indication Available in white and brown casing	50.00	150.00
1	Curtain Motion Ideal for protecting doors, windows and all-glass walls	99.00	99.00
1	Motion Sensor Advanced True Motion Recognition™ algorithm differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs	90.00	90.00
1	39.99 Monitoring Pkg Monthly Monitoring BLDG 5 1st Floor	39.99	39.99
1	Qolsys Bundle 7" Touchscreen Control 3 Door/window sensors (up to) 1 Motion/Glassbreak Detector	500.00	500.00
	12 month agreement Lifetime maintenance		
5	Door/Window Sensor Suitable for a wide range of residential and light commercial environments Near-invisible after installation, blending in with any décor Battery life of up to 6 years (with typical use) Low battery indication Available in white and brown casing	50.00	250.00
4	Motion Sensor Advanced True Motion Recognition™ algorithm differentiate between intruders and other disturbances Pet-immune – Target Specific Imaging™ distinguishes between humans and pets weighing up to 85 lbs	90.00	360.00
1	Electronic Strike Door Access Control Electronic Door Control/ Reader/Keypad	750.00	750.00

QTY	PRODUCT/SERVICE	RATE	AMOUNT
	All wire/labor parts included Some exemptions apply		
7	Panic Button Integrated LED to indicate signal transmission and acknowledgement Water resistant Multifunction clip and neck strap Full 2-second delay on panic button	50.00	350.00
3	Smoke Detector Provides accurate early fire warning, with audio and visual alerts, when smoke or high temperature is detected	95.00	285.00
1	Misc. Parts Cell Radio for fire alarm 2ND FLOOR	0.00	0.00
1	Remote IQ Touch Panel Remote 7" Touchscreen Keypad	289.00	289.00
2	Electronic Strike Door Access Control Electronic Door Control/ Reader/Keypad All wire/labor parts included Some exemptions apply	750.00	1,500.00
	NEED TO HAVE DOWNSTAIRS STAIRWELL DOOR REPLACED		
1	Curtain Motion Ideal for protecting doors, windows and all-glass walls	99.00	99.00
1	39.99 Monitoring Pkg Security Monthly Monitoring	39.99	39.99
3	ADC- Per Door Access Cloud Programming of door access-Per Door-Monthly	7.50	22.50
1	49.99 Monitoring Pkg - 49.99 Fire Alarm Monitoring-Monthly	49.99	49.99
	NOTES: 1) Any door you wish to add a keypad lever lock to, at any location, is \$449 w/\$5 monthly for cloud programming 2) Any door you want an electronic strike with Phone Bluetooth access to, at any location, is \$750 w/\$7.50 monthly for cloud programming 3) Included cameras have human analytics for alerts and can be viewed thru same app as alarm.com 4) Any existing Access Control Panel you have will need to be updated to ours. Will cost \$549. Do not need to replace any readers or other parts 5) All new or existing readers will accept Bluetooth access thru phones 6) Included with all monthly costs is Lifetime Maintenance as long as there are no acts of abuse or nature there will be no charge for service or replacements		

Thank you for this opportunity! Estimates are valid for 30 days.

TOTAL

19
\$22,295.32

Accepted By

Accepted Date