

CROOK COUNTY COURT MEETING Crook County Annex | 320 NE Court St. | Prineville OR WEDNESDAY, September 1, 2021 at 9:00 A.M.

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 August 17, 2021 and August 24, 2021 Work Session and August 18, 2021 Regular Court Meeting
- 2. Approve Agreement for Improvements with Prineville Downtown Association
- 3. Approve Bridge Easement Agreement with COID
- 4. Approve Juvenile Department Printer Purchase
- 5. Approve Flat Rock Road District Form SEL 801
- 6. Approve GO Bond Form SEL 801

SCHEDULED APPEARANCES

DISCUSSION

7. Review Price Quotes for 966 M Caterpillar Loader Tires

3. Fleet Vehicles

EXECUTIVE SESSION

*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.

Last Updated: 8/25/2021 1:05:10 PM

Requester: Jeff Merwin

Requester: Jerry Brummer

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 AUGUST 17, 2021 WORK SESSION Open Portion

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on August 17, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

<u>Court Members Present</u>: 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; Director Will VanVactor; Manager Brent Bybee; Road Master Bob O'Neal; Director Kim Barber; Manager Tim Deboodt; Treasurer Galan Carter; Manager Levi Roberts and Senior Accountant Christine Kurtz.

WORK SESSION

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

Agenda Item #1, T Mobile Site (PO02342A): Removed from the agenda.

Agenda Item #2, Review ARPA Fund Uses and Requirements: Account Manager Janet Pritiskutch discussed the American Rescue Plan Act (ARPA) funds with the Court. The funds must be designated by the end of 2024 but do not have to be spent until 2026, giving the County time to make determinations as to how the funds will be expended. The funds may only be spent according to regulations put forth by the government. Ms. Pritiskutch discussed mandatory reporting requirements for the funds once they are received.

Agenda Item #3, Review Meal Per Diem: Account Manager Janet Pritiskutch requested the Courts input on whether the meal per diem for County employees should be increased. The meal per diem was increased in 2018 to \$42 per day however, some employees, especially those travelling outside of Oregon, are finding that \$42 is not sufficient. The Court will review the daily meal per diem amount and adjust accordingly for out of state travel.

Agenda Item #4, Legislative Update re Accessory Dwelling Units and Wildfire Risk Mapping: Will VanVactor and Brent Bybee of Community Development appeared before the Court to discuss two Senate Bills passed by the Oregon Legislature that may impact land use planning and policies in Crook County. Senate Bill 391 authorizes the County to permit accessory dwelling units in rural residential areas, though certain requirements must be met. Senate Bill 762 will require the Oregon Department of Land Conservation to update the state land use planning program, local comprehensive plan and zoning codes needed to minimize wildfire risks. Both Senate Bills will be reviewed by the County Planning Commission before the County Court makes any decisions.

At 10:03 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 authorize Judge Crawford to correspond with the counter parties as discussed in the executive session. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to authorize Commissioner Brummer to correspond with the counter parties as discussed in the executive session. Motion seconded. No further discussion. Motion carried 3-o. There being no further business before the Court, the meeting was **adjourned at 10:30 a.m**.

Respectfully submitted,

Amy Albert

CROOK COUNTY COURT MINUTES OF AUGUST 24, 2021 WORK SESSION Open Portion

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on August 24, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

<u>Court Members Present</u>: Judge Seth Crawford and Commissioner Jerry Brummer <u>Absentees</u>: Commissioner Brian Barney <u>Others Present in Person or Via WebEx</u>: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Road Master Bob O'Neal and Director Will VanVactor.

WORK SESSION

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

Agenda Item #1, Crooked River Watershed Council 2020 Annual Report: This topic was not discussed as Crooked River Watershed was not present for this meeting.

At 9:05 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 stay in the class action suit as discussed in the executive session. Motion seconded. No further discussion. Motion carried 2-0. There being no further business before the Court, the meeting was **adjourned at 9:15 a.m**.

Respectfully submitted,

Amy Albert

CROOK COUNTY COURT MINUTES OF AUGUST 18, 2021 REGULAR MEETING Open Portion

Be It Remembered that the Crook County Court met in a Regular Court meeting on August 18, 2021, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

<u>Court Members Present</u>: 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; Legal Assistant Lindsay Azevedo; Director Kim Barber; Road Master Bob O'Neal; Manager Jeff Merwin; Senior Accountant Christine Kurtz; Bruce Bischof and Monty Kurtz.

REGULAR SESSION

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

MOTION to approve the Consent Agenda as presented with the removal of item number ten. Motion seconded. No discussion. Motion carried 3-0.

<u>Discussion item #12</u>: The Road Department is interested in purchasing a new HX 520 dump truck pursuant to an interstate cooperative procurement agreement. The agreement would be through Sourcewell, which the County is a member of. This would entitle the County to a discount off the purchase price of \$183,144, the discounted price is estimated to be \$10,000. The purchase of the dump truck is within budget for the Road Department and was approved by County Court.

MOTION to approve purchase of new dump truck pursuant to Sourcewell Interstate Cooperative price agreement 060920. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #13: The Landfill is interested in purchasing a 966 M-BR model Caterpillar Wheel Loader through an interstate cooperative procurement agreement. The agreement would be via Sourcewell which may offer the County a non-guaranteed price agreement. The price of the wheel loader is \$445,821.47, which is within the Landfill's budget. Tires and wheels would need to be purchased separately for the wheel loader. County Court approved the purchase of a 966 M-BR model Caterpillar Wheel Loader for the Landfill.

MOTION to approve the purchase of a 966 M-BR model Caterpillar Wheel Loader pursuant for Sourcewell through Petersen Machinery. Motion seconded. No further discussion. Motion carried 3-0.

<u>Discussion item #14</u>: The Counties agreement with the State for the Juvenile Department to receive funding for prevention programs for at risk youth expired on June 30th. The State has proposed a grant instead of an agreement to fund future prevention programs. The issue with a grant is the State may not pay the County the entire \$63,000, if the State feels there is not enough money, and the grant requires the County to maintain insurance. While there are now conditions to receiving State funds for the Juvenile Department prevention programs the County Court is comfortable accepting these terms.

MOTION to approve youth development funding IGA. Motion seconded. No further discussion. Motion carried 3-0.

<u>Discussion item #14A</u>: The Road Department would like to purchase a Ford F350 pick-up for \$38,256.65 from Roberson Ford. Price quotes were requested from Roberson Ford, Wright Ford and TS&S, with quotes only being received from Roberson Ford. Funds for the pick-up are within the Road Departments budget. County Court approved the Road Departments request.

MOTION to approve \$38,256.64 to Roberson Ford for an F350 pick-up. Motion seconded. No further discussion. Motion carried 3-0.

At 9:17 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

EXECUTIVE SESSION

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

MOTION to direct staff to correspond with the counter party as discussed in executive session. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:15 a.m.**

Respectfully submitted,

Amy Albert

Crook County Counsel's Office

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

Fhone: 541-416-3919
Fax: 541-447-6705



MBMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: August 11, 2021

RE: Agreement for Improvements with Prineville Downtown Association

Our File No.: GIS 95

Enclosed is Agreement for Improvements to Public Internet Connectivity (Agreement) with the Prineville Downtown Association (PDA). PDA is the recipient of certain grant funds, a portion of which is to be used to enhance the public internet availability in Prineville. Through this agreement, the County will develop the scope and either undertake or contract for internet improvements to the library, Bowman Museum, and fairgrounds. The Agreement is written such that we will continue with the projects to the extent there grant money available to complete the job.

Troy Poncin recommends its approval and has prepared the orders for some of the needed equipment. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, September 1, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

AGREEMENT FOR IMPROVEMENTS TO PUBLIC INTERNET CONNECTIVITY

This Agreement for Improvements to Public Internet Connectivity (the "Agreement") is made by and between the Prineville Downtown Association, an Oregon non-profit corporation (hereinafter "PDA") and Crook County, a political subdivision of the State of Oregon (hereinafter "County.") Collectively, PDA and County may be referred to as the Parties, or individually as a Party.

RECITALS

- A. Whereas, PDA is the recipient of a certain grant, a portion of which is earmarked for public internet connectivity projects; said portion shall be referred to hereafter as the "Grant Funds"; and
- B. Whereas, County has the means to implement the development of additional public internet availability in the Prineville area; and
- C. Whereas, the Parties wish to cooperate together as described herein to advance the purposes of the grant and increase the availability of internet services to the general public.

AGREEMENT

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

- 1. <u>Term</u>: This Agreement is effective on the date when signed by both Parties and terminates upon expenditure of all Grant Funds or one year from the date of execution, whichever happens sooner, unless terminated pursuant to other provisions of this Agreement.
- 2. <u>Adoption of Recitals</u>: The above Recitals are adopted into and made a part of this Agreement, as terms of contract and not mere recitals.
- 3. <u>PDA's Responsibilities</u>: PDA will perform the following services.
- a. <u>Grant management</u>: PDA will undertake and perform those duties as may be contemplated for acceptance and expenditure of the Grant Funds, including but not limited to any progress reporting and implementation of financial controls.
- b. <u>Reimbursement of expenses</u>: PDA will reimburse County for County's actual expenses within thirty (30) days of receipt of County's invoice. County will provide PDA with such information related to its expenses as PDA may reasonably request.

- c. <u>Cooperation during development</u>: PDA will reasonably cooperate with County during the development and installation of the project equipment; provided, however, that PDA will not be responsible for more than *de minimis* out-of-pocket expenses. PDA will also advise County, as the scope and developments progress, of remaining Grant Funds available.
- 4. <u>County's Responsibilities</u>: County will perform the following services. The responsibilities listed in subparagraphs e. through g. are subject to the availability of sufficient Grant Funds.
- a. <u>Expense tracking</u>: County will maintain such records as may be necessary to document its actual expenses incurred in the course of this project. These actual expenses will include but not be limited to the costs for supplies, equipment, third party contractor's expenses, and County staff time. County staff time will be billed at the rate of the staff's gross hourly wage.
- b. <u>Development of project scope and timeline</u>: County will develop a scope and estimated timeline for the implementation of publicly available internet connectivity.
- c. <u>Staffing and engaging with third party contractors</u>: County will undertake the project with either its staff or through engaging with third party contractors. Subject to PDAs' obligations to pay County's expenses as described herein, County will be responsible for paying such wages, benefits, and contractors' fees as may be incurred.
- d. <u>BOLI registration and specialty code permitting</u>: County, either directly or through third party contractors, will be responsible for obtaining such permits and licenses as the project installation may require, the costs for which will be included in County's actual expenses. Further, if required by law, County will be responsible for complying with the public works and public improvement requirements of the Bureau of Labor and Industries, including, to the extent applicable, payment of wages, submission of WH-81 from, and notification to the Bureau of Labor and Industries.
- e. <u>Library</u>: County may acquire and install such equipment as to increase the publicly available internet throughput, network management, and area of wi-fi coverage both inside the Library and outside on the Library grounds.
- f. <u>Bowman Museum</u>: County may acquire and install such equipment as to increase the publicly available internet throughput, network management, and area of wi-fi coverage inside the Bowman Museum complex. County will install outside wireless access points and antenna in the vicinity of the Museum.
- g. <u>Fairgrounds</u>: County may acquire and install such equipment as to expand the current Fairgrounds wi-fi coverage, to increase bandwidth, and increase network management. This may include, but not be limited to, the engagement of a third party contractor to install fiber and related equipment.

- h. <u>Invoices</u>: County will submit to PDA up to six (6) invoices, for the following services:
 - One (1) invoice upon the completion of the Library project or exhaustion of Grant Funds.
 - One (1) invoice upon the completion of the Bowman Museum project or exhaustion of Grant Funds.
 - Up to four (4) invoices for the Fairgrounds project. It is currently anticipated that these invoices will cover (a) initial hardware purchases; (b) the costs for fiber installation and related services; (c) costs associated with other installation or equipment purchases; and (d) any other project expenses.
- 6. <u>Termination</u>: Upon material breach, either Party may terminate this Agreement upon ninety (90) days' prior written notice to the other Party. Termination or expiration of this Agreement will not prejudice any right or claim which accrues prior to such termination or expiration.
- 7. <u>Use of Right of Way</u>: For the duration of this Agreement, PDA grants to County permission to occupy and operate within PDA's rights-of-way and property as may be reasonably necessary to perform the services under this Agreement. At the completion of the project, County will restore such PDA rights-of-way and properties to the same condition as existed before the work began.
- 8. <u>Assignment</u>: Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either Party. Notwithstanding the foregoing, County may engage the services of subcontractors for some or all of the work described herein, provided, however, that County will remain responsible to PDA for the completion of the services.
- 9. <u>Binding Effect</u>: The terms of this Agreement shall be binding upon and inure to the benefit of each of the Parties and each of their respective administrators, agents, representatives, successors, and assigns.
- 10. <u>Agency and Partnership</u>: Neither Party is, by virtue of this Agreement, a partner or joint venturer with the other Party and neither Party shall have any obligation with respect to the other Party's debts or liabilities of whatever kind or nature.

11. Indemnification:

a. 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, PDA shall defend, save, hold harmless, and indemnify 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 PDA or its officers, employees, contractors, or agents under this Agreement.

- b. 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 PDA 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 County or its officers, employees, contractors, or agents under this Agreement.
- c. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.
- Non-Discrimination: Each Party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age, or sexual orientation, suffer discrimination in the performance of this Agreement when employed by either Party. Each Party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Additionally, each Party shall comply with the Americans with Disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
- 13. <u>Attorney fees</u>: 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.
- 14. <u>No Waiver of Claims</u>: The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that provision or of any other provision of this Agreement.
- 15. <u>Severability</u>: Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.
- 16. <u>Applicable Law</u>: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, with venue reserved for the Circuit Court of Crook County.
- 17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully

expressed herein. This Agreement may not be modified or amended except by a writing signed by both Parties.

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

IN WITNESS WHEREOF, PDA and County have executed this Agreement effective the date last signed below.

Prineville Downtown Association		COUNTY Crook County Court
Ву:	Signature	Soth Crayrfond County Indee
	Dignature	Seth Crawford, County Judge
	Bryan Iverson	
-	Print Name	Jerry Brummer, County Commissioner
Date	8-11-21	
		Brian Barney, County Commissioner
		Date:

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754 Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 Phone: 541-416-3919Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 8/25/2021

RE: Bridge Easement Agreement w/ COID

Our File No.: ROAD 321(C)

The County is undertaking repairs on a bridge along Weigand Road, and the Central Oregon Irrigation District requires the County to obtain an easement agreement from them. Under this agreement, the County is permitted to work in the district's right of way, in exchange for certain commitments such as one-sided indemnity and the duty to pay for COID's costs in reviewing any changes in plans. The County will also install certain equipment in the canal channel. The Road Department has reviewed the terms and recommends the approval.

Please place this memo and the attached document(s) on the Wednesday, September 1, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Approved this day o	of2021.	
CROOK COUNTY COURT		
Seth Crawford	Jerry Brummer	Brian Barney
County Judge	County Commissioner	County Commissioner

AFTER RECORDING RETURN TO: Central Oregon Irrigation District 1005 SW Lake Ct. Redmond, OR 97756

This space is reserved for recorder's use.

BRIDGE & EASEMENT CROSSING AGREEMENT

Parties: Central Oregon Irrigation District ("COID")

Crook County ("County")

Effective Date: _______, 2021 ("Effective Date")

RECITALS

- A. County is removing an existing bridge and constructing a new bridge and other minor associated appurtenances (the "Improvements") located on Weigand Road, County Bridge #13C24, located at Township 15 South (T15S), Range 14 East (R14E), Section 24 southwest corner of the SE ¼ NE ¼ in Crook County (the "Property"). COID holds an easement for its Main Canal over the Property. COID also holds easements for lateral canals in Crook County, Oregon (the "Lateral Easements"). **See Exhibit A**.
- B. COID's easement over the Property (the "Easement") and the Lateral Easements are for installation, operation, maintenance, repair, and improvements (collectively "Operations") of an irrigation canal, pipeline, penstock, or other infrastructure (the "Facilities").
- C. County is constructing the Improvements at its expense over and within the Easement and Lateral Easements pursuant to a set of plans and specifications, shown on the attached **Exhibit B** it has submitted to COID for approval in advance of beginning construction (the "Plans").
- D. County and COID desire to set out the terms and conditions that will apply between the parties during the construction and operation of the Improvements.
- E. County and COID have agreed that County's construction and installation of the Improvements shall be as set forth in the Plans, pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the covenants and conditions set forth in this Agreement, the parties agree as follows:

- 1. **Agreement to Construct and Maintain Improvements**. County agrees to construct and install the Improvements within and over the Easement and Lateral Easements, in accordance with the Plans and the terms and conditions of this Agreement (County's "Work"). The location of the Easement, Lateral Easements, and the Improvements are depicted on the attached Exhibits A and B. County agrees to maintain and repair the Improvements in accordance with generally accepted road and bridge industry practices and maintain the Improvements in good and working order.
- 1.1 Any deviation in construction from the Plans that may reasonably impact COID's Operations must first be approved by COID's general manager, in writing, after undergoing third-party engineering review at County's expense.
- 1.2 Any replacement of the Improvements requires renewed agreement between the parties, which shall not be unreasonably withheld by COID. Such authorization shall be memorialized in an amendment to this Agreement or a new bridge crossing agreement. To the extent all or a portion of the replacement Improvements are identical to the original Improvements they replace, COID will not require an engineering review for the identical structural elements. However, COID must still review any plans related to the removal of the original Improvements and the construction of the replacement Improvements. County agrees to reimburse COID its actual costs for any professional services incurred in connection with the authorization of such replacement Improvements.
- 2. **Easement Use Rights**. The parties acknowledge and agree that, except as specifically set forth herein, this Agreement does not grant County any rights to use the Easement or Lateral Easements. This Agreement is not intended to diminish COID's rights under the Easement or Lateral Easements or to adversely impact COID's rights under local, state, or federal law or contract. COID grants County permission to access the Easement during construction for purposes of rebuilding the Weigand Bridge at no cost to County. COID agrees to allow roadway slopes and other roadway features of the Project to encroach on COID'S easement, as shown in Exhibit B, and hereby grants County the right to enter onto and occupy COID's easement for performance of construction, so long as these encroachments do not interfere with COID's operations, including maintenance and repair responsibilities.
- 3. **Notice of Construction**; **Inspection**. County shall notify COID when construction and installation of the Improvements is ready to commence so that COID field staff and engineer can be available to review and inspect the Improvements' installation plan and schedule. At such time that the Work is ready for final inspection, County will call COID field staff and engineer to inspect the final Improvements. COID reserves the right to require County to make reasonable changes to ensure that the construction or installation has occurred in accordance with the Plans, and to ensure that the construction or installation does not impair COID's Facilities or Operations.
- 4. **Blast and Boring Plans**, if any, for the Work shall be provided to COID's engineer prior to work near the Easements or Lateral Easements. COID's engineer shall be provided blast test information by County for any blasting that approaches the COID Easement or Lateral Easements, for review and approval by COID.

- 5. County Responsible for Improvements. County agrees that all construction and maintenance of any Improvements or other work, facilities, or structures contemplated by this Agreement shall be the responsibility of County. County will incorporate the replacement of the lateral irrigation pipes into the designs for the replacement of Weigand Bridge, as reflected in Exhibit B, sheet 2. The cost of all pipe and fittings, including installation, related to the project will be borne by County. The parties will reasonably coordinate the timing of the placement of the lateral pipes. COID will be responsible for installation of headgates, vaults, and measuring devices associated with the new piping. This paragraph does not require County to perform maintenance on any of COID's Facilities, except that the County is responsible for repairs as provided in Section 11.
- 6. **Impediments and Encroachments Prohibited**. This Agreement allows County to install, construct, and maintain the Improvements shown in the Plans, in the ground under, over and within COID's Easement. County agrees it will not place, install, or build anything not described in the Plans within the Easement or Lateral Easements as part of its Work. This Agreement does not purport to establish the limits or extent of COID's Easement or Lateral Easements either vertically or horizontally.

7. **COID Activity in Easement**. The parties agree that:

- 7.1 COID shall conduct its operations in the Easement and Lateral Easements in a safe and competent manner so as not to interfere with the Improvements. COID further agrees that it will provide reasonable advance notice to County before undertaking any work in the Easement or Lateral Easements that may impact the Improvements, but COID is not required to obtain County's permission before commencing any work under this section. COID need not provide advance notice for routine maintenance activities.
- 7.2 In the event of an emergency that requires COID to undertake immediate work that may impact the Improvements, COID will provide County with notice of the emergency. Upon receiving notice, the parties will work together in good faith to balance the competing interests and to develop an emergency action plan to address the COID emergency as quickly as possible.

8. County Activity in its Improvements. The parties agree that:

- 8.1 County shall conduct its operations of the Improvements in a safe and competent manner so as not to interfere with COID's Facilities. County further agrees that it will provide reasonable advance notice to COID before undertaking any work in the Improvements that may impact COID's Facilities, but County is not required to obtain COID's permission before commencing any work under this section. County need not provide advance notice for routine maintenance activities.
- 8.2 In the event of an emergency that requires County to undertake immediate work that may impact COID's Facilities, County will provide COID with notice of the emergency. Upon receiving notice, the parties will work together in good faith to balance the competing interests and to develop an emergency action plan to address the County emergency as quickly as possible.

- 9. **Waiver of Claims for Damage to Improvements.** County agrees to waive any claims against COID, its officers, directors, employees, representatives, agents, successors and assigns ("COID Parties"), and hold the COID Parties harmless in perpetuity for any and all claims or damages arising out of damage to the Improvements as a result of COID's Operations within the Easement, except to the extent that such claims and damages are caused by the COID Parties' own negligence or wrongful acts or omissions.
- 10. **Indemnity**. County agrees to defend, indemnify, and hold harmless the COID Parties from, for and against any and all claims, damages, expenses, costs, fees (including reasonable attorney fees and court costs, engineering fees, and other professional fees), fines, liabilities, losses, penalties, proceedings, and suits, including losses associated with interrupted irrigation or stock water deliveries or interrupted hydropower generation (collectively, the "Exposure") arising from or caused by any act, omission, or negligence by County's elected officials, agents, employees, invitees, and contractors in County's use, occupation, management, or control of the Improvements, except to the extent that such exposure is caused by the COID Parties' own negligence or wrongful acts.

11. No Interference with COID Operations.

- 11.1. County agrees to construct, operate, and maintain the Improvements in a safe and competent manner, so as not to interfere with COID's Operations, including its ability to deliver water through the Facilities.
- 11.2. In the event that County damages COID's Facilities or the area within the Easement or Lateral Easements through the exercise of its rights under this Agreement, County shall be responsible for immediately repairing such damage.
- 11.3. County acknowledges that COID's Irrigation Season is from April 1 to and through October 31 and that COID makes short winter stock runs. It is County's responsibility to obtain winter delivery schedules and understand that these dates may change unexpectedly. No work that negatively impacts COID Facilities is allowed between April 1 and the end of irrigation season. No work is to be done under this Agreement that contaminates the water of COID or that restricts the water flow of COID during the irrigation season (April 1 to October 31 of each year). All work shall be scheduled in such a manner as to permit five (5) day winter stock runs in COID canals or as directed by COID during the non-irrigation season (November 1 through March 31 of each year). Project construction shall be completed no later than March 31, 2022. Any deviation from the Plans requires additional coordination between County and COID to minimize disruptions to COID's irrigation obligations.
- 12. **Force Majeure**. For any major natural disaster beyond the reasonable control of the parties, which despite the exercise of due diligence the party could not reasonably have been expected to avoid and by the exercise of due diligence it is unable to overcome, which may include but is not limited to, fire, flood, volcano, or earthquake ("Force Majeure"), which causes a disruption or impact to the COID Facilities and

County's Improvements, the parties shall be excused from their obligations under this Agreement to the extent and for the duration of the event of Force Majeure, after which such party shall recommence performance of such obligations.

- 13. **Attorney Fees**. If any dispute arises concerning the interpretation or enforcement of this Agreement, each party shall bear its own costs and attorney's fees.
- 14. **Successors and Assigns**. Unless terminated as provided in Section 16, this Agreement shall bind and inure to the benefit of the parties and their respective executors, administrators, successors-in-interest and assigns. As used in this section, "successors-in-interest" shall refer to the successors to all or substantially all of a party's assets and to their successors by merger or consolidation.
- 15. Fees. COID waives its standard crossing fees for this Agreement.
- 16. **Amendment; Termination**. The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto, as evidenced by execution of a written recorded instrument. This Agreement may be terminated by mutual agreement of the parties hereto, evidenced by execution of a written recorded instrument.
- 17. **Choice of Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon as interpreted by the Oregon courts. The exclusive venue for any litigation arising under this Agreement shall be in the Circuit Court for Crook County, Oregon unless the parties agree otherwise. However, the parties may attempt to resolve any dispute arising under this Agreement by any mutually agreeable means of dispute resolution.
- 18. **Counterparts**. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals. Facsimile or email signatures shall operate as original signatures with respect to this Agreement.
- 19. **Notice**. All notices or other communications required or permitted by this Agreement, shall be in writing and shall be deemed given when personally delivered, or in lieu of personal service, three (3) days after deposit in the United States mail, first class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party, addressed as follows, or to any other address as a party may designate:

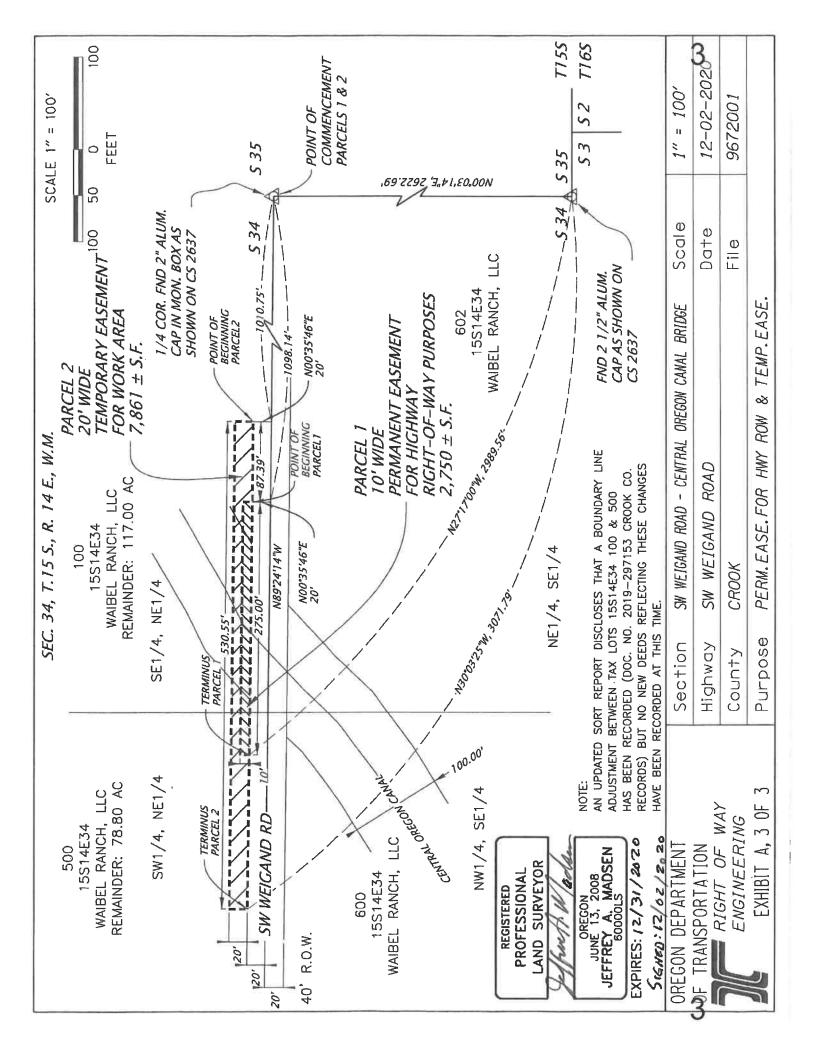
Crook County
Bob O'Neal, County Roadmaster
1306 N. Main Street
Prineville, OR 97754
Phone: 541-447-4644

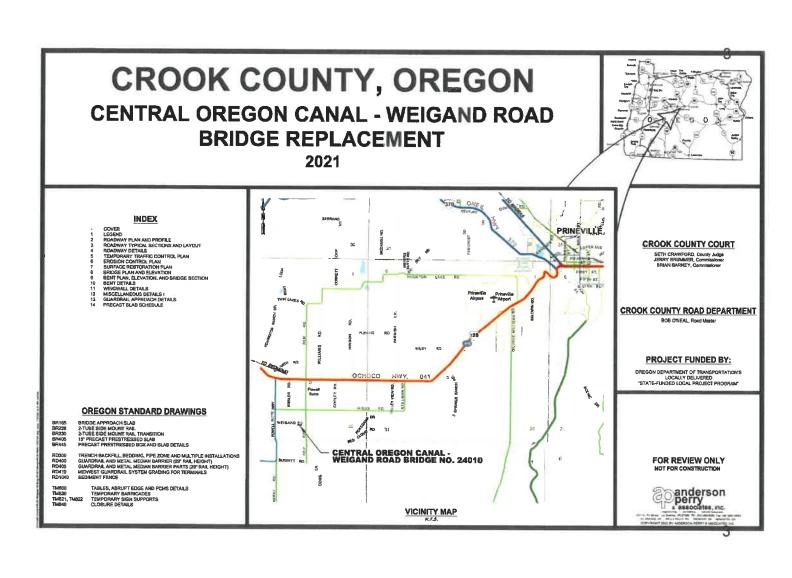
Central Oregon Irrigation District Attn: Craig Horrell, Manager 1055 S.W. Lake Court Redmond, Oregon 97756 Phone: 541-548-6047

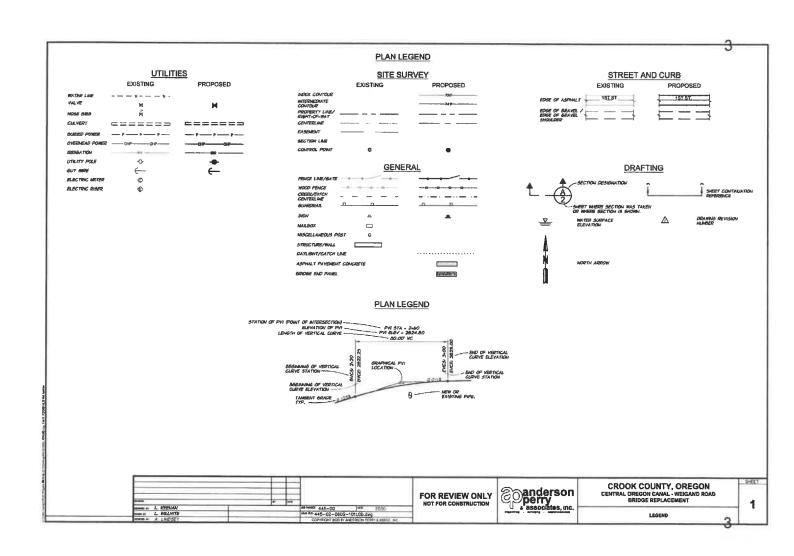
- 20. **No Agency, Partnership or Joint Venture.** Neither the County nor COID, by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.
- 21. **No Third Party Beneficiaries**. County and COID are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.
- 22. **Recording**. This Agreement may be recorded at any time by COID, at COID's sole expense, in the real property records of Crook County.
- 23. **Construction**. The terms of this Agreement shall not be construed in favor of or against either party based on authorship, but shall be construed as if both parties prepared this Agreement.
- 24. **Captions; Headings**. Section headings are for ease of reference only and should not be used in constructing or interpreting this Agreement.
- 25. **Severability**. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.
- 26. **Legal Counsel**. The parties acknowledge that each has obtained the advice of legal counsel in connection with its review and execution of this Agreement.
- 27. **Waiver**. No waiver by either party of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.
- 28. **Authority**. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

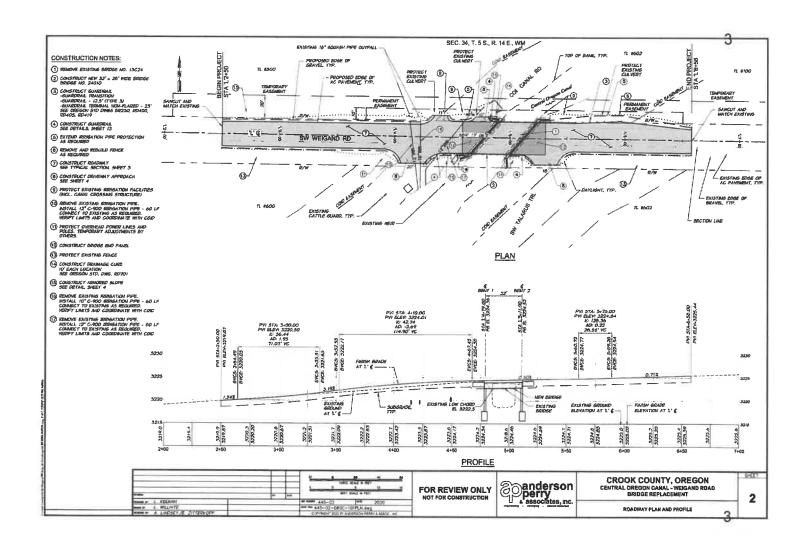
[SIGNATURES ON FOLLOWING PAGE]

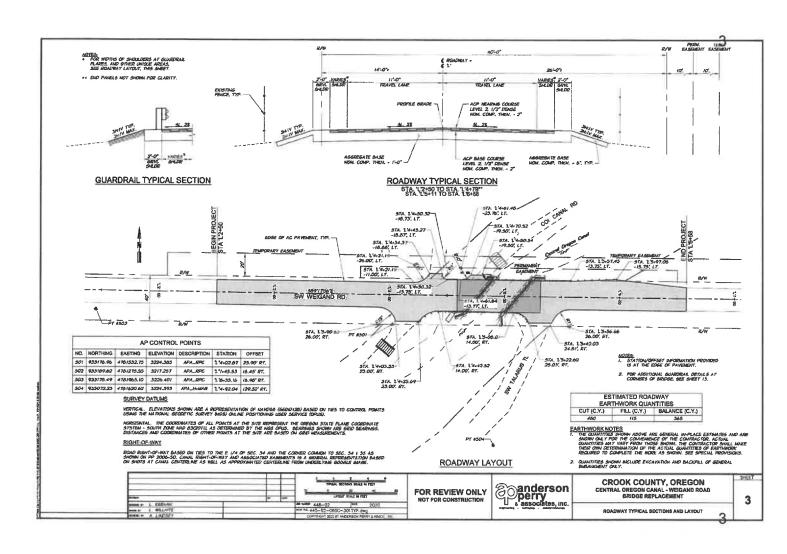
CENTRAL OREGON IRI DISTRICT By:	RIGATION	By:	
Craig Horrell General Manager/Secretary		Seth Crawford, Crook County Judge	
		By: Jerry Brummer, County Commissioner	
STATE OF OREGON)) ss.	By: Brian Barney, County Commissioner	
DESCHUTES COUNTY)		
This instrument wa by Craig Horrell as Gene	as acknowledoral Manager/S	ged before me on, 202 secretary of Central Oregon Irrigation District.	
		NOTARY PUBLIC FOR OREGON	
STATE OF OREGON)		
CROOK COUNTY) ss.)		
This instrument wa by Seth Crawford, Crook		ged before me on, 202 e.	
		NOTARY PUBLIC FOR OREGON	
STATE OF OREGON)		
CROOK COUNTY) ss.)		
This instrument wa by Jerry Brummer, Count		ged before me on, 202 ner.	
STATE OF OREGON	`	NOTARY PUBLIC FOR OREGON	
)) ss.		
CROOK COUNTY)		
This instrument wa by Brian Barney, County		ged before me on, 202 r.	
		NOTARY PUBLIC FOR OREGON	

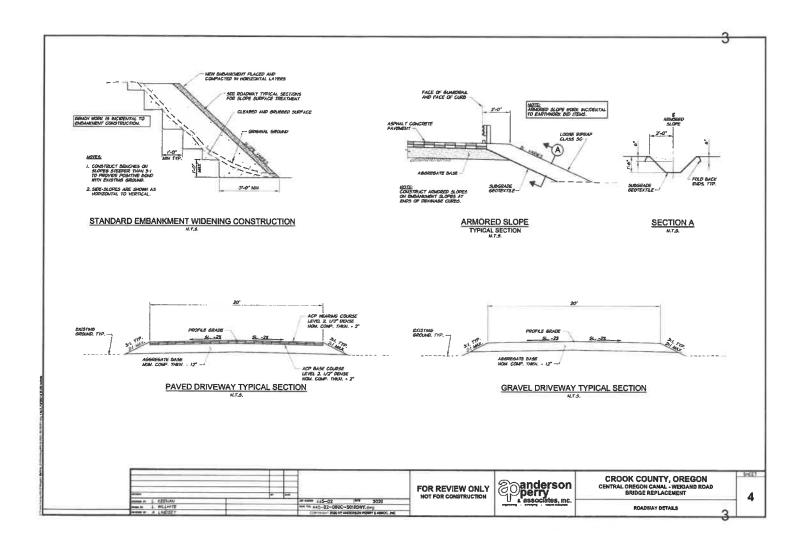


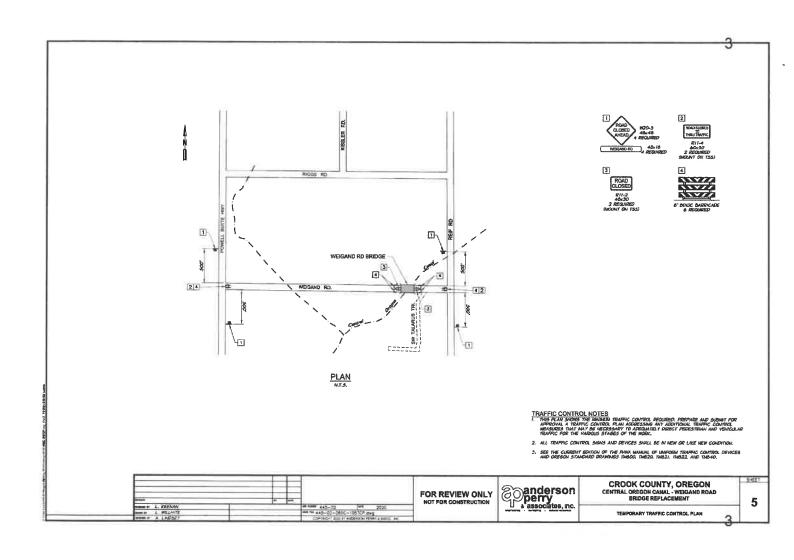


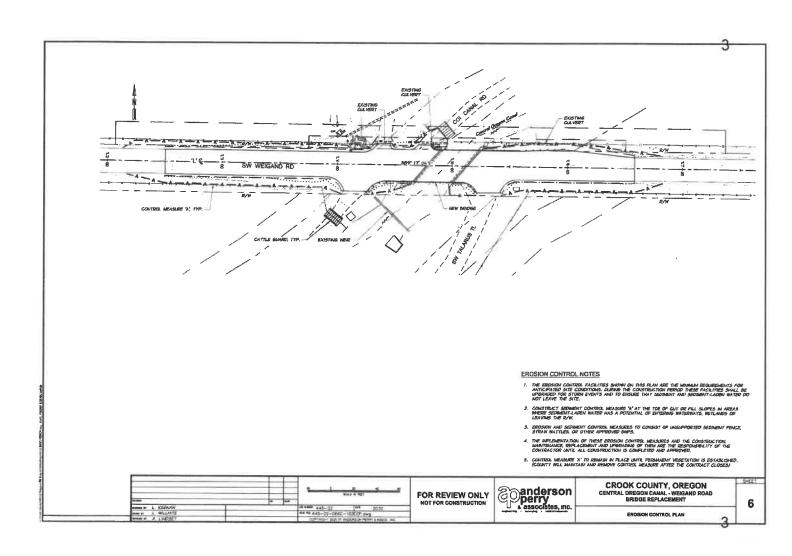


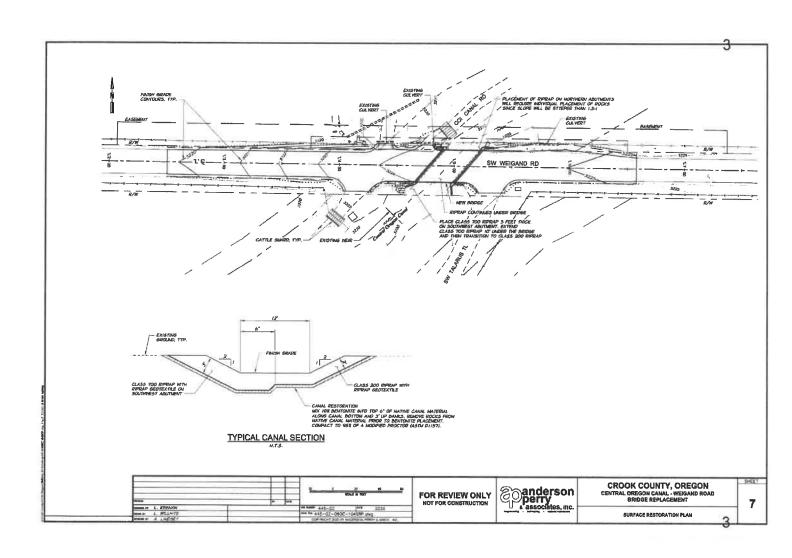


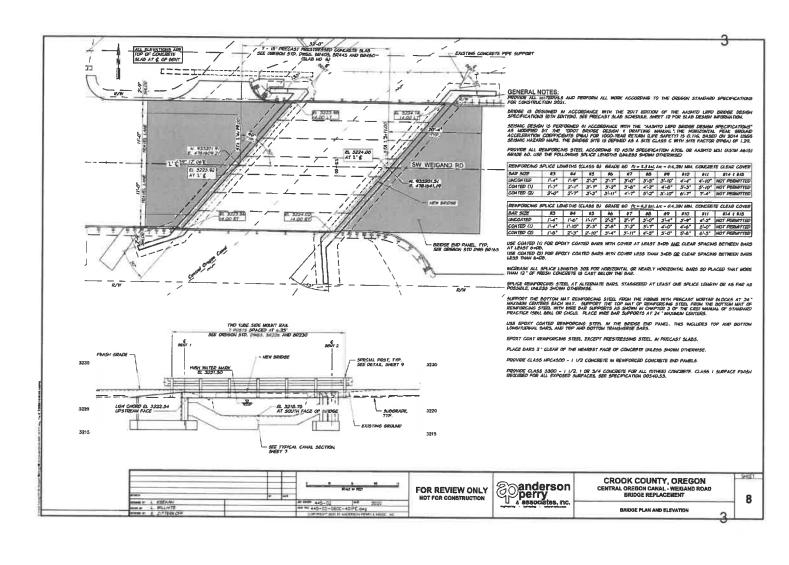


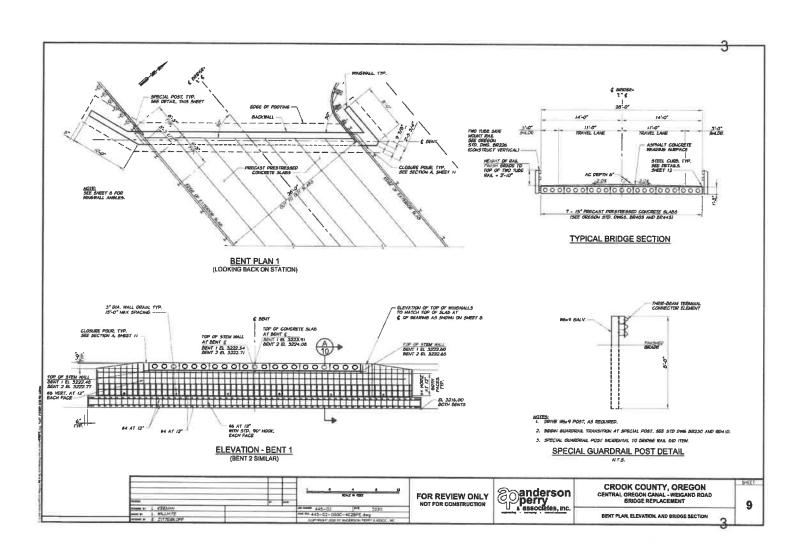


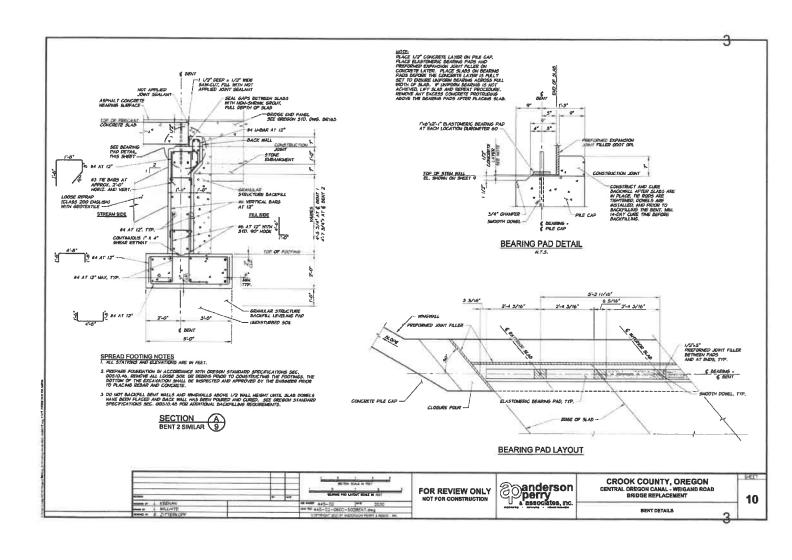


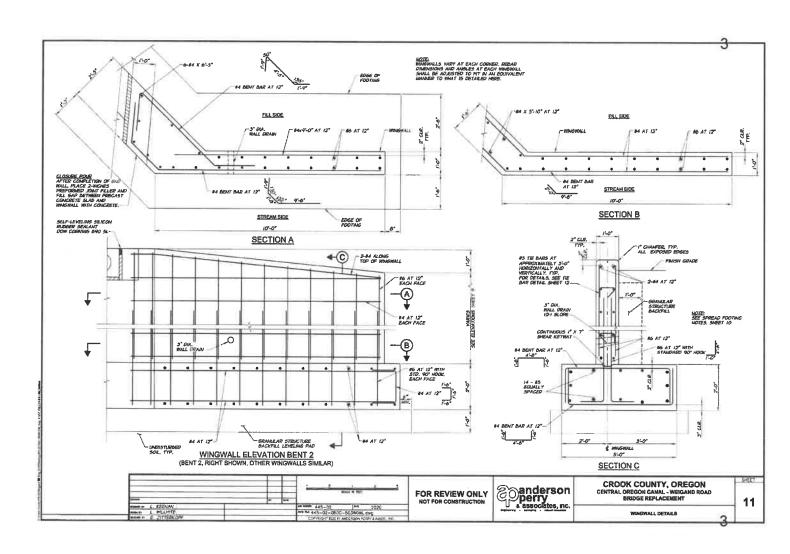


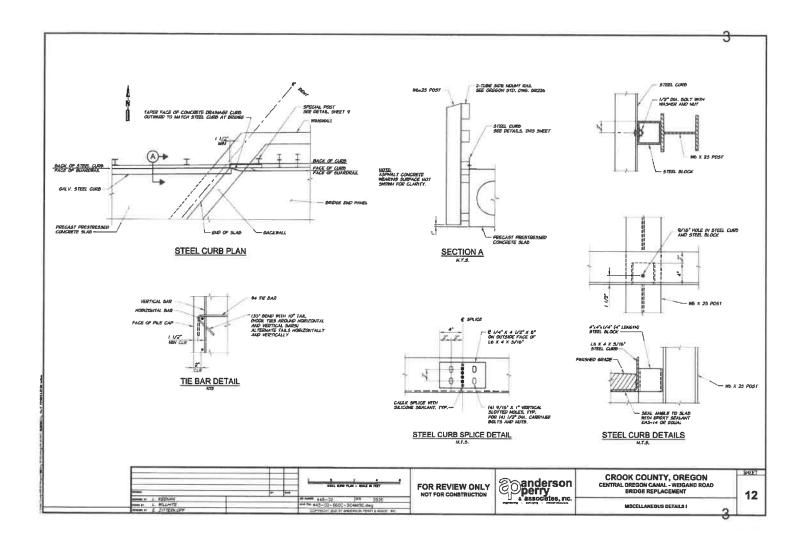


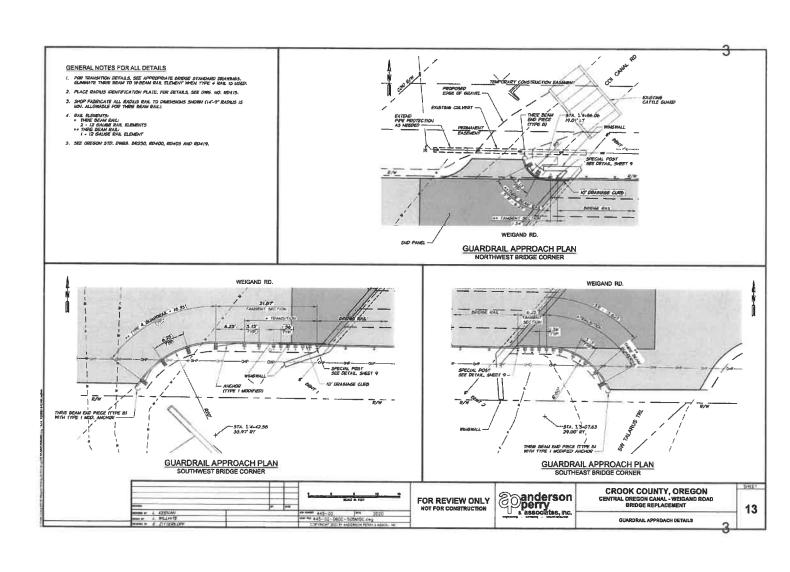


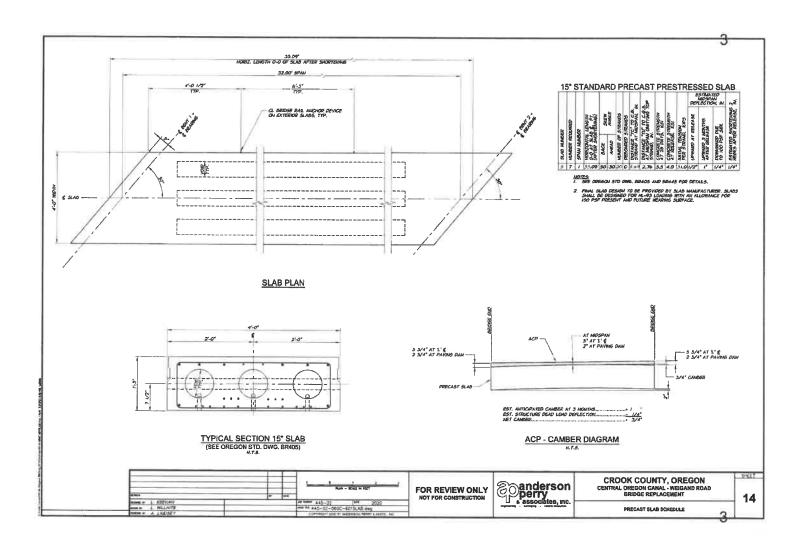












Crook County Counsel's Office

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



MIDMO

TO: Crook County Court

FROM: County Counsel

DATE: August 25, 2021

RE: Juvenile Department Printer Purchase

Our File No.: Juvenile 36

The Juvenile Department is in need of a new printer, as their current printer is eleven years old and the scanner recently stopped functioning. The Department solicited quotes from three vendors, Pacific Office Automation, Copiers NW, and Oregon Office Solutions. A breakdown of the three quotes is as follows:

Juvenile Dept. Printer Quotes Comparison

				-				
Vendor	Type	Monthly	B/	W	Co	lor	Mo. BW	Serv+Print
Pacific Off	ice							
	C 3730i	\$ 151.230	\$	0.006	\$	0.043	\$ 14.400	\$ 165.63
	C5840i	\$ 171.050	\$	0.006	\$	0.043	\$ 14.400	\$ 185.45
	S 3571	\$ 122.000	\$	0.006	\$	0.043	\$ 14.400	\$ 136.40
Copiers N\	N							
	C 3730i	122.27		0.0108		0.0663	25.92	148.19
	C5840i	185.88		0.0074		0.0579	17.76	203.64
Oregon Of	fice							
Solutions								
	X C7030	98.56		0.0066		0.0453	15.84	114.4
	X C8130	103.75		0.0066		0.045	15.84	119.59

The Juvenile Department's printing needs are basic office needs, with the desire to also be able to print color brochures. Speed, resolution, and fancy technical features are not as important to the department as basic reliability and prompt customer service. The department's printer vendor has been Pacific Office Automation (POA) since at least the purchase of their prior printer eleven years ago, and the department has been very pleased with POA's service. Also, despite the Xerox C7030 being the cheapest option, delivery for that unit would be roughly five to six weeks out, versus one to two weeks for POA's Cannon C5840i. The features and performance of the two units are roughly similar.

Considering the similar performance, known customer service, and much quicker delivery timeline, the department believes POA's \$171.05 per month quote for the Cannon C5840i represents the quote that best serves the interest of Crook County. Debbie Patterson recommends

Crook County Court RE: Juvenile Department Printer Purchase August 25, 2021 Page 2

selecting the quote from POA. A copy of the quote is attached to this memo. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, September 1, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Approved this day	y of2021.	
CROOK COUNTY COU	RT	
Seth Crawford	Jerry Brummer	Brian Barney
County Judge	County Commissioner	County Commissioner

Crook County Juvenile

NASPO ValuePoint Contract #140595 State of Oregon Contract #9489

Option 1:

Canon imageRUNNER Adv. DX C3730i

Features

Color: Print, Copy, Scan
Scan to Email, Network Folder, USB
200 Sheet Single Pass Document Feeder
Scan Speeds Up To 270 Images Per Minute
Print/Copy Speeds Up To 30 Pages Per Minute
4x550 Sheet Paper Cassettes
50 Sheet Staple Finisher
2/3 Hole Punch Kit
Fax Board

60 Month Public Finance Lease: \$151.23

Service

B/W images - @ \$.006 per page Color images - @ \$.043 per page

Covers all parts, toner, labor, service and supplies (except paper) for all prints and copies billed on actual usage. Fixed rates on equipment and service for term of lease agreement.

Crook County Juvenile

OETC-16R-Copier-POA

Option 2:

SHARP MX 3571

Features

Color: Print, Copy, Scan
Scan to Email, Network Folder, USB
150 Sheet Single Pass Document Feeder
Scan Speeds Up To 220 Images Per Minute
Print/Copy Speeds Up To 35 Pages Per Minute
4x550 Sheet Paper Cassettes
50 Sheet Staple Finisher
2/3 Hole Punch Kit
Fax Board

60 Month Public Finance Lease: \$122.00

Service

B/W images - @ \$.006 per page Color images - @ \$.043 per page

Covers all parts, toner, labor, service and supplies (except paper) for all prints and copies billed on actual usage. Fixed rates on equipment and service for term of lease agreement.

Crook County Juvenile

NASPO ValuePoint Contract #140595 State of Oregon Contract #9489

Option 3:

Canon imageRUNNER Advance DX C5840i

Features

Color: Print, Copy, Scan
Scan to Email, Network Folder, USB
200 Sheet Single Pass Document Feeder
Scan Speeds Up To 270 Images Per Minute
Print/Copy Speeds Up To 40 Pages Per Minute
4x550 Sheet Paper Cassettes
50 Sheet Staple Finisher
2/3 Hole Punch Kit
Fax Board

60 Month Public Finance Lease: \$171.05

Service

B/W images - @ \$.006 per page Color images - @ \$.043 per page

Covers all parts, toner, labor, service and supplies (except paper) for all prints and copies billed on actual usage. Fixed rates on equipment and service for term of lease agreement.



imageRUNNER ADVANCE DX C5870i/C5860i C5850i/C5840i

imageRUNNER ADVANCE DX C5800 Series

Print up to 70 ppm (BW/color)

Scan up to 270 ipm (300 dpi) (BW/color, duplex)

Print up to 12" × 18"

6,350-sheet maximum paper capacity

Canon's comprehensive portfolio of imageRUNNER ADVANCE DX multifunction printers and integrated solutions can help **simplify** the end user experience and management of technology, better **control** sensitive information and print-related costs, and help ensure that technology investments proactively **evolve** with changing needs.





WORKFLOW EFFICIENCY

- 10.1" intuitive touchscreen with smartphone-like usability.
- A unique, customized experience tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive!
- Scan and convert documents to searchable digital files in a variety of file formats.
- Integration with Canon and various third-party software with embedded application platform.
- Hot Folders allow users to drag and drop a file into a hot folder and automatically print with pre-defined settings such as number of copies and finishing requirements.



SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance.
- Integrates with existing, third-party SIEM*² systems to help provide real-time, comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alteration at startup.
 McAfee Embedded Control³ utilizes a whitelist to protect against malware and tampering of firmware and applications.
- Security policy settings can be controlled with a dedicated password, configured from a central location, and exported to other supported devices.
- Control access to the device and specific features, using a host of flexible authentication methods—PIN code, user name/password, or card access.⁴



QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for consistently striking images, thanks to Canon's V² color profile.
- Designed to achieve maximum uptime with status notifications that help keep supplies replenished and intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE models have received many awards and recognition from leading industry analysts, often referencing strong reliability.



DEVICE AND FLEET MANAGEMENT

- · Designed for quick, easy deployment.
- · Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.



COST **MANAGEMENT**

- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- · Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-theminute insights into printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.



SUSTAINABILITY

- A combination of fusing technologies and low-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Encourage environmentally conscious work practices by enabling multiple settings that can help save paper and energy.
- ENERGY STAR* certified and rated EPEAT® Gold.5

CONFIGURATION OPTIONS



STAPLE FINISHER-ABI

- 2-tray, 3,250-sheet capacity
- · Corner and double stapling up to 50 sheets
- Supports Staple-free Stapling and Staple On Demand
- Supports optional internal 2/3-hole puncher (2/3 Hole Puncher Unit-A1)



BOOKLET FINISHER-ABI

- · 2-tray, 3,250-sheet capacity
- Corner and double stapling up to 50 sheets
- Booklet-making up to 20 sheets and saddle-folding up to 3 sheets
- Supports Staple-free Stapling and Staple On Demand
- Supports optional internal 3-hole puncher (2/3 Hole Puncher Unit-A1)



INNER FINISHER-L1*

- 2-tray, 550-sheet capacity
- Corner and double stapling up to 50 sheets within the footprint of the main unit
- Supports Staple-free** Stapling and Staple on Demand
- Supports optional internal 2/3-hole puncher (Inner 2/3 Hole Puncher-D1)



INNER 2-WAY TRAY-M1



CABINET TYPE-V





COPY TRAY KIT



PAPER DECK UNIT-F1

- 2,700-sheet capacity
- 14 lb. Bond to 140 lb. Index
- Supports Letter



imagePASS-R1

- Delivers fast processing speed, outstanding image quality, and time-saving workflow
- Personalized printing with the built-in, entry-level Fiery FreeForm™ or with the supported variable data printing (VDP) formats

- Inner Finisher-L1 not available on imageRUNNER ADVANCE DX C5870i,
- ** Staple-free stapling, up to ten pages of 17 lb. Bond.
- Required when Staple Finisher-AB1 or Booklet Finisher-AB1 is not installed.

SPECIFICATIONS

Main Unit

Type

Color Laser Multifunctional

Core Functions

Standard: Print, Copy, Scan, Send, Store Optionals

Control Panel

10.1" TFT LCD WSVGA Color Flat-panel

Memory 5.0 GB RAM

Solid State Drive

Standard: 256 GB 1 TB Optional Interface Connection

1000Base-T/100Base-TX/10Base-T, Network:

Wireless LÁN (IEEE 802.11 b/g/n) Optional: NFC, Bluetooth Low Energy

Others Standard: USB 2.0 (Host) x1, USB 3.0 (Host) x1, USB 2.0 (Device) x1

Copy Control Interface Optional: Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets 3.450 Sheets Maximum:

(with Staple Finisher-ABI or Booklet Finisher-AB1 and 3rd Copy Tray Kit-A1)

Paper Sources (LTR, 20 lb. Bond)

Dual 550-sheet Paper Cassettes, Standard: 100-sheet Stack Bypass Dual 550-Sheet Paper Cassettes Optional:

(Cassette Feeding Unit-AM1), 2,450-Sheet High Capacity Paper Cassette (High Capacity Cassette Feeding Unit-C1), 2,700-Sheet Paper Deck

(Paper Deck Unit-F1) Paper Capacity (LTR, 20 lb. Bond) Standard: 1.200 Sheets

6.350 Sheets

Finishing Capabilities

Maximum:

Collate, Group Standard

Collate, Group, Offset, Staple, Saddle-Stitch. With Options: Hole Punch, Staple Free Stapling, Staple On

Demande

Supported Media Types

Multi-Purpose Thin, Plain, Recycled, Color, Heavy, Coated, Tracing, Bond, Transparency, Label, Тгау: Pre-punched, Letterhead, Tab, Envelope Thin, Plain, Recycled, Color, Heavy, Bond, Paper Cassettes: Transparency, Pre-punched, Letterhead,

Envelope7

Supported Media Sizes Letter, Executive, Statement-R, Envelope Upper Cassette:

[No.10 (COM10), Monarch, DL, ISO-C5], Custom Size (3-7/8" x 5-7/8" to 11-3/4" x

12" x 18", 11" x 17", Legal, Letter, Letter-R, Lower Cassette:

Executive, Statement-R, Envelope [No.10 (COMIO), Monarch, DL, ISO-C5], Custom Size (3-7/8" x 5-7/8" to 12" x 18") 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement, Statement-R, Multi-Purpose Tray:

Envelope No.10 (COM10), Monarch, DL, ISO-C5], Envelope Custom Size (3-7/8" x 3-1/2" to 12-5/8" x 18"), Custom Size/ Free Size (3-7/8" x 5-1/2" to 12-5/8" x 18")

Supported Media Weights

C5840i:

Cassettes: 14 lb. Bond to 140 lb. Index (52 to 256 g/m²) Stack Bypass: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m²) Duplexing: 14 lb. Bond to 140 lb. Index (52 to 256 g/m²)

Print/Copy Speed (BW and Color)

C5870i Up to 70 ppm (Letter);Up to 42 ppm

(Letter-R); Up to 40 ppm (Legal); Up to 35 ppm (11" x 17") Up to 60 ppm (Letter); Up to 36 ppm C5860i:

(Letter-R); Up to 34 ppm (Legal); Up to 32 ppm (11" x 17")

C5850i Up to 50 ppm (Letter); Up to 30 ppm (Letter-R); Up to 29 ppm (Legal);

Up to 27 ppm (11" x 17") Up to 40 ppm (Letter); Up to 24 ppm

(Letter-R); Up to 23 ppm (Legal); Up to 21 ppm (11" x 17")

Warm-up Time

From Power Approx. 6 Seconds

On:

From Sleep Mode9

C5870i: Approx. 7 Seconds C5860i/ Approx. 6 Seconds C5850i

C5840i:

Quick Startup Approx. 4 Seconds10

Dimensions (W x D x H)

24-3/8" x 28-1/2" x 36-7/8" (620 x 722 x 937 mm)"

Installation Space (W x D)

44-7/8" x 45-3/4" (1,138 x 1,162 mm) (Right Cover Open with Multi-purpose

tray extended + Cassette Drawers Open) 73-1/2" x 45-3/4" (1,866 x 1,162 mm) Configured: (Staple Finisher-AB) or Booklet Finisher-AB1 with the extension tray extended + Paper

Deck Unit-F1 + Cassette Drawers open)

Weight¹²

Basic:

Fully

C5870i: Approx. 238.1 lb. (108 kg) C5860i/ Approx. 231.5 lb. (105 kg) C5850i-C5840i: Approx. 229.3 lb. (104 kg)

Print Specifications

Print Resolution (dpi)

1200 x 1200

Standard Page Description Languages

UFR II, PCL6, Adobe PS 3 Supported File Types PDF, TIFF, JPEG, EPS, 13 XPS

Printing from Mobile Devices and Cloud-based Services

A range of standard and optional software and MEAP-based solutions (including AirPrint, Mopria, Universal Print by Microsoft*, Canon PRINT Business, and uniFLOW Online) are available to provide printing from mobile devices or internet-connected devices and cloud-based services depending on your requirements. Please contact your sales representative for further information.

Fonts

PS.

PPD:

PCL: 93 Roman, 10 Bitmap fonts, 2 OCR fonts, Andalé Mono WT J/K/S/T (Japanese,

Korean, Simplified and Traditional Chinese),14

Barcode Fonts¹⁵ 136 Roman

Operating System¹⁶

UFRII/PS:

Windows® 7/8.1/10/Server2008/ Server2008 R2/Server2012/Server2012 R2/Server2016/Server2019, Mac OS X

(10.11 or later) Windows® 7/8.1/10/Server2008/ PCL:

Server2008 R2/Server2012/Server2012 R2/Server2016/Server2019

Windows® 7/8.1/10, Mac OS X(10.10 or later)

Copy Specifications

First-Copy-Out Time

C5870i: As fast as 2.7 seconds (BW)/ 3.7 seconds (Color) As fast as 2.9 seconds (BW)/ C5860i-4.2 seconds (Color) C5850i: As fast as 3.3 seconds (BW)/ 4.9 seconds (Color)

C5840i-As fast as 4.1 seconds (BW)/ 6.1 seconds (Color)

Copy Resolution (dpi)

Multiple Copies Up to 999

Magnification

 600×600

25%-400% (1% Increments)

Preset Reductions/Enlargements

25%, 50%, 64%, 73%, 78%, 100% (1:1), 121%, 129%,

200%, 400%

Scan Specifications

Single-Pass Duplexing Automatic Document Feeder

Document Feeder Paper Capacity

Up to 200 Sheets (20 lb. Bond)

Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R, Custom Size: 2-3/4" x 5-1/2" to 12" x 17"

Document Feeder Supported Media Weights

Single-Sided 13.3 lb. Bond to 80 lb. Cover (50 to 220 gsm)

Scanning: (BW, CL)
Double-Sided 13.3 lb. Bond to 80 lb. Cover (50 to 220 gsm) (BW, CL) Scanning:

Platen Acceptable Originals Sheet, Book, 3-Dimensional Objects

Pull Scan

Color Network ScanGear2 for both Twain and WIA Windows® 7/8.1/10/Server 2008/ Server 2008 R2/Server 2012/ Supported

Server 2012 R2/Server 2016

Scan Resolution (dpi)

Scan for Copy: 600×600

Scan for Send: (Push) 600 x 600 (SMB/FTP/WebDAV/ IFAX), (Pull) 600 x 600

600 x 600 Scan for Fax:

Scan to Mobile Devices and Cloud-based Services

A range of solutions is available to provide scanning to compatible mobile devices and certain cloud-based services depending on your requirements.

Scan Speed (LTR) (BW/CL)

Single-sided 135/135 (300 dpi), 80/80 (600 dpi)

Scanning:

Double-sided 270/270 (300 dpi), 160/90 (600 dpi)

Scanning:

Send Specifications

Destination

Standard: E-mail/internet FAX (SMTP), SMB3.0, FTP,

WebDAV, Mail Box

Super G3 FAX, IP Fax Optional

Address Book

LDAP (2,000)/Local (1,600)/Speed Dial (200)

Send Resolution (dpi) Up to 600 x 600 Up to 600 x 600 Push-Pull: Communication Protocol

FTP(TCP/IP), SMB3.0 (TCP/IP), WebDAV File:

Email: SMTP, POP3

File Format

Standard:

TIFF, JPEG, PDF (Encrypted, Compact, Searchable, Apply Policy, Optimize for Web, User Signature, PDF A/1-b, Limited Color, Device Signature, User Signature), XPS (Compact, Searchable, Device Signature,

User Signature), Office Open XML (PowerPoint, Word)

Fax Specifications (Optional)

Modem Speed

Super G3: 33.6 Kbps 14.4 Kbps Compression Method

MH, MR, MMR, JBIG

Resolution (dpi) 400 x 400, 200 x 400, 200 x 200, 200 x 100

Sending/Recording Size Statement-R to 11" x 17"

Fax Memory

Up to 30,000 Pages (2,000 jobs)

Speed Dials Max. 200

Group Dials/Destinations

Max. 199 Dials Sequential Broadcast

Max. 256 Addresses Memory Backup

Yes

Store Specifications

Mail Box (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, Maximum 10,000 Pages (2,000 jobs) Stored

Advanced Box

Communication Protocol: SMB or WebDAV Supported Client PC: Windows (Windows 8.1/10)

Concurrent Connections (Max.)

SMB: WebDAV:

Advanced Box Available Disc Space

Approx. 16 GB (Standard HDD) Approx. 480 GB (With Optional 1 TB HDD)

Security Specifications

Authentication and Access Control

User Authentication (Picture Login, Picture and PIN Login, Card Login, Username and Password Login, Function Level Login, Mobile Login), Department ID Authentication (Department ID and PIN Login, Function Level Login), uniFLOW Online Express¹⁷ (PIN Login, Picture Login, Picture and PIN Login, Card Login, Card and PIN Login, Username and Password Login, Department ID and PIN Login, Function Level Login), Access Management System (Access Control)

Document Security

Print Security (Secure Print, Encrypted Secure Print, Forced Hold Printing, uniFLOW Secure Print®), Receive Data Security (Confidential Fax Inbox Forwarding Received Documents Automatically), Scan Security (Encrypted PDF, Device Signature PDF/XPS, User Signature PDF/XPS, Adobe LiveCycle® Rights Management ES2.5 Integration), BOX Security (Mail Box Password Protected, Advanced Box Access Control), Send Data Security (Setting for requesting password input per transmission, Restricted E-mail/File send functions, Confirming FAX number, Allow/ Restrict Fax Driver Transmissions, Allow/Restrict Sending from History, S/MIME Support), Document Tracking (Secure Watermark)

Network Security

TLS 1.3, IPSec, IEEE802.1X authentication, SNMP V3.0, Firewall Functionality (IP/MAC Address Filtering), Dual Network Support (Wired LAN/Wireless LAN, Wired LAN/ Wired LAN), Disabling Unused Functions (Enabling/ Disabling Protocols/Applications, Enabling/Disabling Remote UI, Enabling/Disabling USB Interface), G3 FAX separation from LAN, USB Port separation from LAN, Prohibit the execution of files stored in Advanced Box in the MFP, Scan and Send-Virus Concerns for E-mail Reception

Device Security

Protecting SSD Data [SSD Data Encryption (FIPS140-2 Validated), SSD Lock], Standard SSD Initialize, Trusted Platform Module (TPM), Job Log Conceal Function, Protecting MFD Software Integrity, Checking MFD Software Integrity (Verify System at Startup, Runtime Intrusion Detection)

Device Management and Auditing

Administrator Password, Digital Certificate and Key Management, Audit Log, Cooperating with External Security Audit System (Security Information and Event Management), Image Data Logging, Security Policy Setting

Environmental Specifications

Operating Environment

Temperature: 50 to 86° F

Humidity: 20 to 80% RH (Relative Humidity)

Power Requirements

C5870i/

C5860i/ 110-127V, 60Hz, 12A C5850i: C5840i: 110-127V, 60Hz, 10A

Power Consumption

Арргох. 1,800 W Maximum: Standby: Approx. 56.1 W19 Typical Electricity Consumption (TEC) Rating^{2a} C5870i: 0.86 kWh

C5860i: 0.71 kWh C5850i 0.57 kWh C5840i: 0.47 kWh

Standards

ENERGY STAR® Certified Rated EPEAT® Gold

Consumables

Toner²²

GPR-61 Toner BK/C/M/Y GPR-61L Toner C/M/

Toner Yield (Estimated @ 5% Coverage)

GPR-61 Toner

71,000 Pages

GPR-61 Toner

C/M/Y:

60,000 Pages

GPR-61L Toner C/M/Y: 26,000 Pages

- ¹ Subscription to a third-party cloud service required. Subject to third-party cloud service providers' Terms and Conditions.
- ² Third-party SIEM system required. Subject to third-party SIEM system's Terms and Conditions. Canon cannot ensure compatibility with all third-party SIEM systems.
- ³ This feature is off by default and must be turned on by the user. Warm-up times are affected once turned on
- 4 Requires additional option
- ⁵ For current EPEAT rating (Gold/Silver/Bronze), please visit www.epeat.net.
- ⁶ Finishing capabilities vary depending on the options connected.
- ⁷ Envelope Feeder Attachment (standard) is required.
- ⁸ Time from device power-on, until copy ready (not print
- ⁹ Time from exiting Sleep mode to when printing is operational.
- Time from device power-on to when the copy icon appears and is enabled to operate on the touch panel display.
- ¹¹ Includes main unit and either Cassette Feeding Unit-AQ1, High Capacity Cassette Feeding Unit-C1, or Cabinet Type-V.
- 12 Includes main unit, consumables, and Cassette Feeding Unit-AQ1.
- 13 EPS can be printed directly only from the Remote User Interface.
- 14 Requires the optional PCL International Font Set-A1.
- 15 Requires the optional Barcode Printer Kit-D1.
- 6 Other operating systems and environments, including AS/400, UNIX, Linux, and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative
- 17 No charge for this solution; however, activation is required.
- 18 Requires uniFLOW Online/uniFLOW.
- 19 Reference Value (measured one unit).
- 20 0.8 W Sleep mode not available in all circumstances due to certain settings
- ²¹ Based on ENERGY STAR Product Specification for Imaging Equipment Version 3.0.
- ²² GPR-61L Toner also available for Color (C, M, Y). Yield (estimated @ 5% coverage) is 26,000 images.













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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: County Counsel

DATE: August 25, 2021

RE: Flat Rock Road District Form SEL 801

Our File No.: Clerk 79(A)

Enclosed is Oregon election form SEL 801 Notice of Measure Election for the formation of the Flat Rock Road District. The County recently called for an election on this question through Amended Order 2021-36. The ballot title was thereafter published in the Central Oregonian and the requisite statutory period for comment has lapsed. The next step in the process is this form SEL 801 and then it's on to the ballot.

Let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, September 1, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Notice of Measure Election

SEL 801

County

rev 01/18: ORS 250.035, 250.041, 250.175, 254.103, 254.465

Date of Notice September 1, 2021 Final Ballot Title The following is the final ballot title of the measure to be submitted to the county's voters. The ballot title notice has be published and the ballot title challenge process has been completed. Caption 10 words which reasonably identifies the subject of the measure. FORMATION OF FLAT ROCK ROAD DISTRICT WITH PERMANENT TAX RATE. Question 20 words which plainly phrases the chief purpose of the measure. Shall a special road district be formed with a permanent tax rate limit of \$4.26 per \$1,000 of assessed val beginning FY2022-2023? Summary 175 words which concisely and impartially summarizes the measure and its major effect. This measure creates the Flat Rock Road District. The District will provide maintenance of and improvem to the roads within the District. A board of three appointed directors will govern the District, as appointed to Crook County Court. This measure would establish a permanent tax rate of \$4.26 per one thousand dollars (\$1,000) of assessed value beginning in the 2023 fiscal year which would provide a stable and long-term source of funding to operate the District. In the first year of imposition the proposed tax rate value are supposed as a permanent tax rate of \$100,000 would pay approximately \$17,010 a year. A home with an assessed value of \$100,000 would pay approximatel \$426.00 a year. The boundaries of the proposed District are Section 5 of Township 16 South, Range 17 East of the Willamette Meridian. Explanatory Statement 500 words that impartially explains the measure and its effect. If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for: → any initiative or referendum, if required by local ordinance. Explanatory Statement Attached? □ Yes □ Note Authorized County Official Not required by local ordinance.	Notice								
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	FVNIANATORY VITACHORY ATTACHORY I Voc IIII No								
Name Title	Authorized County Official No	t required to be notarized.							
Seth Crawford Crook County Judge			Crook County Judge						
Mailing Address 300 NE Third St., Prineville, OR 97754 Contact Phone 541.447.6555		ville, OR 97754							
By signing this document: → I hereby state that I am authorized by the county to submit this Notice of Measure Election; and → I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.	→ I hereby state that I am author→ I certify that notice of receipt of								

Crook County Counsel's Office

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

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



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: August 25, 2021

RE: GO Bond Form SEL 801

Our File No.: Ct. Contracts 281(B)

Enclosed is Oregon election form SEL 801 Notice of Measure Election for the authority to issue up to \$35 million in general obligation bonds for the construction of the Justice Center and restoration of the Courthouse. The County recently called for an election on this question through Order 2021-51. The ballot title was thereafter published in the Central Oregonian and the requisite statutory period for comment has lapsed. The next step in the process is this form SEL 801 and then it's on to the ballot.

Let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, September 1, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Notice of Measure Election

County

SEL 801

rev 01/18: ORS 250.035, 250.041, 250.175, 254.103, 254.465

ate of Election						
November 2, 2021						
. The ballot title notice has been						
4						
ation bonds; requires audit?						
ot subject to the limits of						
on. Use of proceeds would be						
The County does not intend or expect to impose an additional property tax to pay the bonds, but seeks general obligation bond authority to obtain the lowest interest rate financing option.						
Proceeds of the bonds would pay capital costs to help provide a new Justice Center and related facilities and to restore the existing courthouse.						
so receive State matching funds.						
d to this form for: ?						
ess for this measure						
-						

Signature

Date Signed

Bend Commercial Tire Company 601 E Antler Street Suite 126 Redmond, OR 97756 US james@bendtireco.com

Estimate



ADDRESS

Crook County Landfill 110 SW Landfill Rd Prineville, OR 97754 USA

IMA	

DATE

1205

08/16/2021

SALES REP JAMES

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	#hoox	26.5-25 MAXAM MS708 SOLID	4	10,400.00	41,600.00
	S1044	Service Call - ORT BOOM TRUCK AND EXTRA MAN	4	150.00	600.00
QUOTE FOR S	SOLID TIRES FOR NEW LOA	DER. CAT 966M. ATTN AARON TOTAL			\$42,200.00

Accepted By

Accepted Date



REMIT TO:

PO Box 910530 Denver CO 80291-0530

Invoice Date	Cust No.	Order No		Pa	ge	Invoice No
08/17/2021	335201	818 - 2598	1	1	1	
License:		Mileage: 0				
	CHK'D BY:	DELV'D BY:				

GCR 911971 BEND 818TTC 61553 SE American Loop Bend, OR 97702 Phone: (541) 640-4632

Sold To: **CROOK COUNTY LANDFILL**

300 NE 3RD ST

PRINEVILLE, OR 87754-1919

CROOK COUNTY LANDFILL

300 NE 3RD ST

PRINEVILLE, OR 87754-1919

Purchase Ord. No. Sales Main Phone Other Phone Person			Ship Via			: Net 10th Property	K
	4548 (541) 447-	2398	Deliver				
Item No.	Desci	ription	Qty Ordered	Qty Shipped	F.E.T.	Price	Net Extension
MISC	26.5-25 MAX MS708 TR AP W	HL/TIRE	4	4		10,550.00	42,200.00

Customer authorizes company to perform the above written services to their vehicle.

SEE INFORMATION STATEMENT REGARDING CONSUMER CREDIT CONTRACT AND SECURITY

AGREEMENT www-wchua.gcrtires.com/securityagreement

X

Industry guidelines require that the torque level of the wheel nuts be rechecked between 50 to 100 miles of operation and re-torqued as necessary. Fallure to do so may result in a loss of this assembly.

PRINT NAME / AUTHORIZED SIGNATURE

NOTE:In order to save all FINANCE CHARGES, the customer must pay in full, the entire unpaid balance by the 10th of the following month, FINANCE CHARGES are computed on amounts 30 days or more past due at the PERIODIC PATE of 1.5% PER MONTH (MINIMUM CHARGE OF \$1.00) which is an ANNUAL PERCENTAGE RATE OF 18%. The above credit terms have been set out in accord with the Truth-in-Lending requirements of the Federal Government and are for the customer's benefit and protection Non-Taxable Amount: 42,200.00 **Taxable Amount:** 0.00 Total: 42,200.00 **Less Deposit:** 0.00 0.00 **Less Payments:**

Sub-Total Parts:

Balance Due: 42,200.00

42,200.00

DO NOT PAY, THIS IS A QUOTE.



1250 E 3rd Prineville, OR 97754 541-447-5686

Store: 11 Quote: 1100657448 Salesperson: Nate G L

Customer Information

Customer ID: CB-000017099

Name:

CROOK COUNTY LANDFILL

Address:

300 NE 3RD ST

City, State,

PRINEVILLE, OR 97754

Phone: Contract #: (541) 447-2398 102000079 00

Agency #:

99999

Billing Loc #:

L57

Comments:

AARON, THERE MAYBE SOME SERVICE INOVLED IN TRANSPORT AND INSTALLATION BILLED

Vehicle Information

Vehicle:

Mileage:

License:

Color:

AT TIME OF SERVICE.

Les Schwab Quote

Qty	Product Code	Product Description	Price/ea	Price/ea FET	
4	15672	26.5-25 MAXAM MS708TR SOLID	\$12,453.38	\$0.00	\$49,813.52
4	246247	PRESS FEE	\$150.00	\$0.00	\$600.00
			Sales Tax:		\$0.00
			Tire Tax:		\$0.00
			Quotati	on Total:	\$50,413.52



VEHICLES

#1 – 2008 Chevy Suburban

#2 – 2008 Chevy Suburban

#4-2005 Dodge Durango

#5 – 2007 Jeep Cherokee Laredo

#6 - 2010 Ford Explorer

#7 – 2004 Econoline E350 12 Passenger Van

2002 Ford Explorer

2006 Ford Explorer