



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, October 6, 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 September 14, 2021, September 21, 2021 and September 28 Work Session and September 15, 2021 Regular Meeting
2. Approve Order 2021-52 Appointment to the 2021-2022 Board of Property Tax Appeals
3. Approve Order 2021-53 Appointment to the Halen Special Road District
4. Approve Order 2021-54 County's Policy for the Application of OAR 333-019-1010
5. Approve Juniper Canyon Water Control District Letter
6. Approve Solid Waste Franchise Financial Review, Engagement Letter w/ Evans Bartlett, Agreement with City on Costs
7. Approve Supplemental Letter Regarding LSFS Lemon Gulch Project Scoping
8. Approve 2021-23 Criminal Justice Commission Specialty Court/Drug Court Grant

SCHEDULED APPEARANCES – None Scheduled

DISCUSSION

9. Resolution 2021-51 Covid-19 Exemption from Zone Requirements for Endura Products, Inc.
Requester: John Eisler

EXECUTIVE SESSION

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

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

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

**CROOK COUNTY COURT MINUTES
OF SEPTEMBER 14, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on September 14, 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; Veteran Service Officer Erik Nelson; Manager Casey Daly; Director Troy Poncin; Manager Tim Deboodt; Counselor Kelly Dunn; Finance Director Dodge Kerr; Accounting Manager Janet Pritiskutch; Manager Jeremy Thamert; Manager Casey Daly; Assessor Jon Soliz; Director Troy Poncin; Manager Kim Herber; Sheriff John Gautney; Under Sheriff James Savage; Director Debra Patterson; Veteran Service Office Erik Nelson; Director Katie Plumb; Steve Forrester; Kelsey Lucas and members of the public.

WORK SESSION

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

Agenda Item #1, Adjusted Budget for Veterans: Veteran Service Officer Erik Nelson presented the Court with a proposed adjusted budget for the Veterans Department. Mr. Nelson proposed the budget be decreased by 10% and allocated elsewhere, as this funding is not required for the Veteran's Department and Veterans use resources from many departments within the County. Mr. Nelson received an increase in fund from the Oregon Department of Veteran Affairs. An extension for this application has been granted to the Veteran's Department, giving them until October 31st. However, Mr. Nelson will be submitting the application this week after the Court approves the Order adjusting the supplemental budget for the Veteran's Department.

Agenda Item #2, Letter of Support to Relocate Weir Dam: Fairgrounds Manager Casey Daly requested the County Court submit a letter of support to relocate the Weir Dam. This will move the water rights at the Fairgrounds from behind the horse barn to behind the Vector Control building. The pumps will continue to have power and will allow the Fairgrounds to no longer pump water directly out of the creek and will keep the water trucks off of public roadways. Mr. Daly has spoke with the City of Prineville regarding this project, they are in support and have offered to donate an unallocated water tank. The Fairgrounds does not have the budget for this project and will need help with funding.

Agenda Item #3, Creating Internal Policies that Dictate Internal Workflows the May Require Outside Departments to Act: The insurance carrier for the County's IT Department has requested internal policies be set regarding a few areas of concern. IT

Director Troy Poncin asked for the Courts approval for IT to write these policies and send them to Human Resources and Legal Counsel for their approval. The Court agreed with this procedure, and IT will proceed in this manner.

Agenda Item #4, Consider Adoption of Oregon 2021-50, Declaration of Emergency Lack of Adequate Resources to Respond to Public Health and Safety Services; Discussion of OHA Vaccine Mandates: County Counsel drafted Resolution and Order 2021-50 in response to the vaccine mandate. The Order outlines the potential implications to the citizens of Crook County if County employees are laid off as a result of not receiving the Covid-19 vaccine. Eric Blaine will send out a draft of the Order for any changes that need to be made before the Order is approved at County Court on Wednesday.

Agenda Item #5, House Bill 2343: Kelsey Lucas, Crook County Economic Development Director discussed House Bill 2343 with the Court. This bill would authorize the Court and the City of Prineville to allow businesses whose employment fell below eighty percent due to Covid to continue to qualify for the Enterprise Zone tax exemption. Endura Products is the only Crook County business who will need this exemption for this tax year. City of Prineville Manager Steve Forrester was in agreement with County Court that Endura Products should receive this exemption. A resolution will be drafted and signed by the City of Prineville and Crook County before the November 1st deadline.

At 9:55 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 information regarding vaccine and workplace safety to County employees. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:50 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF SEPTEMBER 21, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on September 21, 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; Director Will VanVactor; Director Kim Barber; Manager Brent Bybee; Assessor Jon Soliz; Clerk Cheryl Seely; Treasurer Dodge Kerr; Road Master Bob O'Neal; Nikki Jeffries; Howard Fingerroot and members of the public.

WORK SESSION

The meeting was **called to order at 9:20 a.m.**

Agenda Item #1, Crossing Trails Destination Resort: Howard Fingerroot and Nikki Jeffries from Sun Communities, Inc. appeared before the Court to introduce their company and present the types of community living, they offer from residential and rental homes to RV living. Sun Communities will present to the Court in the future if they build a community in Crook County.

Agenda Item #2, Natural Resource Advisory Committee Recommendation Regarding the Lemon Gulch Trail Project: This matter has been removed from the agenda.

Agenda Item #3, Department of Land Conservation and Development Grant Opportunity: This matter has been removed from the agenda.

Agenda Item #4, Residential Development in Juniper Acres: County Counsel discussed the potential formation of a road district in Juniper Acres. Many of the roads are not up to safety standards and not located at the correct designated right away, by paving the roads these issues would be corrected. To begin this process the County will put together a survey to be sent out to Juniper Acres residents, to poll their interest in this project and the formation of a road district. This matter will be brought back before the County Court once a template of the survey has been created.

Agenda Item #5, Continuance Request for TSR North CUP: County Counsel received a request to continue the TSR North appeal from October 6, 2021, until December 15, 2021. The ODFW has no objection to this request. County Court approved the request for continuance.

MOTION to continue TSR North appeal hearing number 217-21-00321-PLNG to December 15, 2021, at 9:30 am. Motion seconded. No further discussion. Motion carried 3-0.

At 9:00 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

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

MOTION to authorize County Counsel to approve MOU 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 10:10 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF SEPTEMBER 28, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on September 28, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Manager Tim Deboodt; Manager Casey Daly; Road Master Bob O'Neal; Treasurer Dodge Kerr; Director Kim Barber and members of the public.

WORK SESSION

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

Agenda Item #1, Natural Resource Advisory Committee Recommendation Regarding the Lemon Gulch Trail Project: Natural Resources Manager Tim Deboodt discussed issues the Natural Resource Committee has regarding the Lemon Gulch Trail project. Many citizens felt their concerns were not heard and they were not provided adequate notice of the trail system by the Forest Service. County Counsel with the help of Tim Deboodt will be writing a letter to the Forest Service regarding current issues with the trail system, this letter will be on the October 6th County Court agenda.

Agenda Item #2, Relocation of Fairgrounds Industrial Water Right Access: Fairgrounds Manager Casey Daly presented the Court with a letter to the Juniper Canyon Water Control District for their approval and signatures. County Court is in support of the letter to requesting the relocation and construction of a new dam at the Fairgrounds. The letter will be signed at the October 6th County Court meeting.

At 9:25 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

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

MOTION to direct staff to prepare closing letter as discussed in the executive session. Motion seconded. No further discussion. Motion carried 2-0.

MOTION to direct staff to prepare amended proposal as discussed in the executive session. Motion seconded. No further discussion. Motion carried 2-0.

MOTION to prepare order and frequently asked questions 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 10:45 a.m.**

Respectfully submitted,

Amy Albert

ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.

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

ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

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

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

ORS 192.660(2)(g) To consider preliminary negotiations regarding trade or commerce in which you are in competition with other states or nations

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

ORS 192.660(2)(i) To review and evaluate the employment-related performance of the chief executive officer of a public body, a public officer, employee or staff member who does not request an open hearing

**CROOK COUNTY COURT MINUTES
OF SEPTEMBER 15, 2021 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on September 15, 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; Legal Assistant Lindsay Azevedo; Director Troy Poncin; Clerk Cheryl Seely; Veteran Services Officer Erik Nelson; Finance Director Dodge Kerr; Accounting Manager Janet Pritiskutch; Director Kim Barber; Director Will Van Vactor; Manager Brent Bybee; Manager Jeremy Thamert; Assessor Jon Soliz; Senior Accountant; Sheriff John Gautney; Manager Tim Deboodt; Nick Snead; Jack Rabenberg; George Neilson; Monty Kuttz; Lori Glenham.

REGULAR SESSION

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

MOTION to approve the Consent Agenda as presented with these changes, Consent item #2 will be moved to Discussion item #19. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #10: Larry and Barbara Goss did not appear at County Court for this matter to be discussed.

Appearances / Item #11: Nick Snead, Community Development Director for the City of Madras appeared before the Court to discuss creating a broadband planning group in Crook County and working in conjunction with the Madras broadband planning group. The purpose of this group will be to facilitate a county wide broadband plan that will increase speed while regulating private businesses through capital. The County will need a budget of approximately \$240,000, as a grant through the EDA will pay approximately eighty percent of the cost. No decisions were made at this time as the Court would like more information regarding this project.

Discussion item #12: IT Director Troy Poncin requested the Courts approval for an IT hardware acceptance draft form. The form would allow IT to track mobile hardware that is assigned to County employees and require the employee to accept responsibility for the hardware. The Court approved the use of this form.

MOTION to approve IT hardware form. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #13: Crook County IT requested an addendum to their contract with Prinetime Internet Solutions allowing the lease of a single mode of dark fiber between the IT Department and the Fairgrounds. The addendum will include maintenance, ongoing support and shared cost of replacement if fiber is damaged. County Counsel will draft an addendum to be brought before the Court.

Discussion item #14: Veteran Service Officer Erik Nelson presented the Court with Order 2021-48 approving the supplemental budget for the Veterans Service office. Mr. Nelson discussed the supplemental budget at the work session on September 14th, in which the Court was in agreement.

MOTION to approve Order 2021-48 adjustment of Veterans budget. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #15: Clerk Cheryl Seely presented a service agreement with First American Title Company. This agreement will allow First American Title Company access to the County Clerk's web portal and in return they will pay the County \$500 per month. The County has similar service agreements and therefore approves this one.

MOTION to approve service agreement for First American Title to pay \$500 per month to have access to the County Clerk's web portal. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #16: The County Court was presented with Order 2021-44 extending the duration of the Covid-19 emergency in Crook County. The Court approved the extension of this emergency declaration with an end date of March 13, 2022.

MOTION to approve Order and Resolution 2021-44 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. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #17: County Court was presented with Order 2021-45 updating the Counties per diem and milage schedule. There are three main changes made to the schedule, the first is there will now only be one rate of reimbursement for milage as the fleet vehicles have been downsized. The second change is to meal reimbursements, breakfast will increase \$5, and dinner will increase \$3. The third changes apply to those traveling to cities with 800,000 people or more, their daily meal allowance will increase by 10%.

MOTION to approve Order 2021-45 in the matter of updating rates for reimbursement to the County's per diem and mileage schedule. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #18: In July the County Court approved IGA 171409 however, the following day DHS rescinded the document as it had not yet been approved by DAS. The IGA has now been approved by DAS with no changes to the document. The County Court is still in agreement with this document.

MOTION to ratify the prior approval of IGA number 171409, regarding tort coverage for psychiatric security review board claims. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #19: The County Court was presented with an amendment to the County's Fee agreement, changes will be made to fees in the Assessors office. Assessor Jon Soliz compared the County's fees to those in neighboring counties and made appropriate adjustments. A public hearing for this matter was opened, with no comment the hearing was closed.

MOTION to approve Order 2021-40 amendment 2 in the matter of ordering fees for fiscal year 2021-2022. Motion seconded. No further discussion. Motion carried 3-0.

Discussion Addition: County Court approved Order 2021-50 declaring an emergency in Crook County due to the Covid-19 pandemic vaccine mandates. This matter was discussed at the September 14th work session.

MOTION to approve Resolution and Order 2021-50 in the matter of declaring an emergency in response to the foreseeable lack of adequate resources to respond to the basic needs for public health and safety services; vaccine mandate consequences. Motion seconded. No further discussion. Motion carried 3-0.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:45 a.m.**

Respectfully submitted,

Amy Albert

2021-2022 BOPTA APPOINTMENTS

Cheryl Seely
 Crook County Clerk
 Crook County Courthouse
 300 NE Third Street, Room 23
 Prineville, OR 97754

Telephone 541-447-6553
 Fax 541-416-2145

In accordance with ORS 309.067 Crook County Court is required to appoint members of the County Board of Property Tax Appeals (BOPTA) at a regular meeting on or before October 15th of each year.

Per a directive from the Oregon Department of Revenue dated September 13, 1995 and pursuant to ORS 309.067, the appointments must be in writing, stating each member's name, designating which pool the member has been appointed to, the date their appointment becomes effective, and the length of their term.

I request that County Court appoint the following people to the 2021-2022 BOPTA pools. Terms would begin October 15, 2021 and end June 30, 2022. If additional or replacement members are needed in Pool 1 or Pool 2, I will make that request at a later date.

Pool #1 and Pool #2:

Rich Mires, non-office holding member
 Bill Zelenka, non-office holding member
 Monty Kurtz, non-office holding member

ORS 309.022 mandates each member of the Board of Property Tax Appeals shall complete Department of Revenue approved training and shall be compensated for their expenses as provided in ORS 309.022. Crook County ORDER 95-5 provides \$50.00 per member to defray travel and living expenses incurred while attending in-service trainings and as compensation during the performance of their duties.



Cheryl Seely, Crook County Clerk

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

IN THE MATTER OF APPOINTMENTS
TO THE 2021-2022 CROOK COUNTY
BOARD OF PROPERTY TAX APPEALS

ORDER 2021-52

WHEREAS, at a meeting of the Crook County Court, duly and regularly called and held on the 6th day of October, 2021, at which a quorum was present and voting, the following appointments to the 2021-2022 Board of Property Tax Appeals were ordered:

POOL #1 and POOL #2:

Rich Mires
372 NE Holly St
Prineville, OR 97754
DOR Training:
2021-2022 Training Required

Bill Zelenka
2630 NE Tennessee Lane
Prineville, OR 97754
DOR Training:
2021-2022 Training Required

Monty Kurtz
12282 SW Paiute Court
Powell Butte, OR 97753
DOR Training:
2021-2022 Training Required

THEREFORE BE IT ORDERED, the above county residents be appointed to the Crook County Board of Property Tax Appeals, term of office to begin October 15, 2021 and end June 30, 2022.

DATED this ____ day of October, 2021.

Seth Crawford, Crook County Judge

Jerry Brummer, Crook County Commissioner

Brian Barney, Crook County Commissioner

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

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

**IN THE MATTER OF THE
APPOINTMENT TO THE HALEN
SPECIAL ROAD DISTRICT**

ORDER 2021-53

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
Hahlen Special Road District Board Position #2	Neil Erickson	3 -Year Term Expiring 12-31-2024	Yes
Hahlen Special Road District Board Position #3	Diane Dunbar	3 -Year Term Expiring 12-31-2024	Yes

DATED this 6th day of October 2021.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

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

**IN THE MATTER OF ESTABLISHING
A POLICY FOR THE COUNTY'S FAIR
AND CONSCIENTIOUS APPLICATION
OF THE OREGON HEALTH AUTHOR-
ITY'S ADMINISTRATIVE RULE
OAR 333-019-1010**

ORDER 2021-54

Whereas, Crook County wishes to empower its employees, including elected officials, interns, and volunteers, to promote a healthy workplace and to conscientiously choose how to manage their own, individual healthcare needs, while also protecting the health and welfare of the general public; and

Whereas, the Oregon Health Authority has placed responsibilities upon employers regarding the safeguarding of their employees, guests to their offices, and the general public; and

Whereas, Oregon Administrative Rule 333-019-1010, enacted by the Oregon Health Authority on an emergency basis, requires that certain employees must meet specified additional public health safeguards or qualify for exemptions from those requirements. The County is committed to affording those employees which may be subject to those rules with the flexibility to choose how, under the law, to protect their individual health, while balancing the protection of the health and welfare of the Crook County community and promoting the efficient provision of the County's public service responsibilities.

NOW, THEREFORE, the Crook County Court adopts the above recitals as Findings of Fact, and hereby resolves:

Section One: Definitions. The following terms will have the meaning as contained in OAR 333-019-1010. For ease of reference, those definitions have been reproduced below:

(a) "Contractor" means a person who has healthcare providers or healthcare staff on contract to provide services in healthcare settings in Oregon.

(b) "COVID-19" means a disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

(c) "Fully vaccinated" means having received both doses of a two-dose COVID-19 vaccine or one dose of a single-dose COVID-19 vaccine and at least 14 days have passed since the individual's final dose of COVID-19 vaccine.

(d) "Healthcare providers and healthcare staff":

(A) Means individuals, paid and unpaid, working, learning, studying, assisting, observing or volunteering in a healthcare setting providing direct patient or resident care or who have the potential for direct or indirect exposure to patients, residents, or infectious materials, and includes but is not limited to any individual licensed by a health regulatory board as that is defined in ORS 676.160, unlicensed caregivers, and any clerical, dietary, environmental services, laundry, security, engineering and facilities management, administrative, billing, student and volunteer personnel.

(B) Does not mean parents, family members, guardians or foster parents residing in the home and providing care to a child or foster child in the home.

(e) "Healthcare setting":

(A) Means any place where health care, including physical or behavioral health care is delivered and includes, but is not limited to any health care facility or agency licensed under ORS chapter 441 or 443, such as hospitals, ambulatory surgical centers, birthing centers, special inpatient care facilities, long-term acute care facilities, inpatient rehabilitation facilities, inpatient hospice facilities, nursing facilities, assisted living facilities, residential facilities, residential behavioral health facilities, adult foster homes, group homes, pharmacies, hospice, vehicles or temporary sites where health care is delivered (for example, mobile clinics, ambulances), and outpatient facilities, such as dialysis centers, health care provider offices, behavioral health care offices, urgent care centers, counseling offices, offices that provide complementary and alternative

medicine such as acupuncture, homeopathy, naturopathy, chiropractic and osteopathic medicine, and other specialty centers.

(B) Does not include any setting described in paragraph (A) of this subsection where the responsible party is a part of state government as that is defined in ORS 174.111.

(C) Does not include a person's private home if the home is not otherwise licensed, registered or certified as a facility or home listed in paragraph (A) of this subsection.

(f) "Medical exception" means that an individual has a physical or mental impairment that prevents the individual from receiving a COVID-19 vaccination.

(g) "Religious exception" means that an individual has a sincerely held religious belief that prevents the individual from receiving a COVID-19 vaccination.

(h) "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority's immunization registry.

(i) "Responsible party" means a person or persons who have control or responsibility for the activities of healthcare providers or healthcare staff in a healthcare setting.

Section Two: Application. This Order applies to those County-owned facilities, and County employed individuals (including volunteers) that are the subjects of OAR 333-019-1010. Not all County employees or County facilities have been subsumed under that administrative rule.

The facilities covered under the rule are County-owned "healthcare settings," defined above.

The employees (including volunteers) covered under the rule are "healthcare providers" and "healthcare staff," defined above.

Employees who have questions whether their job duties or their places of work fall within the administrative rule's definitions should contact their department head for clarification.

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Section Three: Employee determination.

Crook County empowers its employees to meet the requirements of OAR 333-019-1010 through one of the following alternatives, subject to workplace rules and accommodations which the County as employer may impose.

Option One: Demonstration of vaccinated status. An employee may demonstrate that he or she has been fully vaccinated by providing Proof of Vaccination to the employee's department head, or, as the department head may require, the Human Resources department. If presented to a department head, the department head will forward a copy of that Proof of Vaccination to the Human Resources Department, which will store such records in a secure location separate from the employee's personnel file, and secure from inadvertent disclosure.

In accordance with ORS 192.355(2), the County finds that such records contain information of a personal nature such as but not limited to what would be kept in a personal, medical or similar file, and that public disclosure would constitute an unreasonable invasion of privacy. Further, the County finds that such records contain protected health information regarding an individual, and that disclosure to any person or entity, without the individual employee's consent, must be in accordance with State and Federal law regarding the protection of such information's confidentiality.

The County will pay for the cost of COVID-19 vaccines for its employees, regardless of whether the employee is covered by insurance. Employees interested in obtaining the vaccine can schedule a mutually convenient time with their department head and the employee's chosen healthcare professional, or if the employee chooses, the County Health Department.

Option Two: Medical exemption. An employee who believes he or she qualifies for a Medical Exemption may submit to his or her department, or, as the department head may require, the Human Resources department a completed Crook County medical exemption request form or a completed Oregon Health Authority medical exemption request form. If presented to a department head, the department head will forward a copy of that medical exemption request form to the Human Resources Department, which will store such records in a secure location separate from the employee's personnel file, and secure from inadvertent disclosure.

The County will review the form to determine its conformance with the requirements of the administrative rule, and may request additional information if the form is ambiguous, incomplete, illegible, or additional information is otherwise necessary or useful. The County will review the exemption request to determine whether it can accommodate it, and if so, what additional protections would need to be implemented to safeguard the health and safety of coworkers and the general public.

In accordance with ORS 192.355(2), the County finds that medical exemption request forms contain information of a personal nature such as but not limited to what would be kept in a personal, medical or similar file, and that public disclosure would

constitute an unreasonable invasion of privacy. Further, the County finds that such records contain protected health information regarding an individual, and that disclosure to any person or entity, without the individual employee's consent, must be in accordance with State and Federal law regarding the protection of such information's confidentiality.

Option Three: Religious Exemption. An employee who believes he or she qualifies for a Religious Exemption may submit to his or her department head, or, as the department head may require, the Human Resources department a completed Crook County religious exemption request form or a completed Oregon Health Authority religious exemption request form. If presented to a department head, the department head will forward a copy of that religious exemption request form to the Human Resources Department, which will store such records in a secure location separate from the employee's personnel file, and secure from inadvertent disclosure.

The County will review the form to determine its conformance with the requirements of the administrative rule, and may request additional information if the form is ambiguous, incomplete, illegible, or additional information is otherwise necessary or useful. The County will review the exemption request to determine whether it can accommodate it, and if so, what additional protections would need to be implemented to safeguard the health and safety of coworkers and the general public.

In accordance with ORS 192.355(2), the County finds that religious exemption request forms contain information of a personal nature such as but not limited to what would be kept in a personal, medical or similar file, and that public disclosure would constitute an unreasonable invasion of privacy. Further, the County finds that such records contain protected health information regarding an individual, and that disclosure to any person or entity, without the individual employee's consent, must be in accordance with State and Federal law regarding the protection of such information's confidentiality.

Section Four: Accommodation of Exemption Request / Undue Hardship Determination.

The County will review any request for exemption and determine whether accommodating the request will amount to an undue hardship in the implementation of the County's ongoing public service responsibilities. The County cannot guarantee any particular outcome or establish a blanket policy of acceptance or rejection of such requests. It is the intent of the County to give due weight to the requests, and to endeavor to find accommodations where they would not create undue hardships in providing services to the general public. If the County determines that it will be able to reasonably grant the exemption request, it may create appropriate workplace restrictions for that employee in order to accommodate the employee's request, to ensure the health and safety of coworkers and the general public, and to promote the efficient provision of public services. Each accommodation will be tailored to the unique circumstances to the individual employee, his or her job duties, and the nature of the requested exemption.

Section Five: Documentation and Confidentiality Protection.

The Human Resources Department will maintain such records as may be necessary to show the County's compliance with the administrative rule. Upon request by a County Commissioner, the Human Resources Department will provide a report showing the number of County employees which are subject to the administrative rule which have provided the types of documentation described herein.

In the event that the County receives a request for aggregated vaccination information (defined as composite information regarding the applicable portion of the County workforce subject to the rule, which does not contain any personally identifying information for any individual), the Human Resources Department may disclose such aggregated information.

In the event that the County receives a request for personally identifying vaccination information for any individual, whether from political action committees, private citizens, the State of Oregon, or Federal Government, the County Legal Department will be responsible for corresponding with the requester after consultation with the County Court. Such disclosures would be in full compliance with the confidentiality protections as provided by, as applicable, the Oregon public records laws, the Health Insurance Portability and Accountability Act, the rules of civil or criminal procedures, or other laws as they may be amended.

Section Six: Protection of County Employees.

The County is committed to providing a safe workplace environment for all its employees, including volunteers. To that end, the County will undertake reasonable efforts under the law to ensure that all County employees are protected from contracting, or spreading, COVID-19. In consultation with the County Court and Human Resources Department, department heads are authorized to undertake steps within their individual departments to increase workplace safety. In addition, the County will continue to conduct the following additional activities during the COVID-19 pandemic emergency:

- Physically separating workstations to increase the distance between individual employees.
- Requiring additional cleaning and sanitation activities to reduce the possibility of transmission.
- Authorizing on an appropriate basis the use of remote working arrangements.
- Requiring staff to use masks and facial coverings in conformance with State law.
- Examining on a case-by-case basis individual circumstances where increased safety measures can and should be implemented.

///

Section Seven: Contractual relations.

Subject to Oregon contracting law, the County will work collaboratively with those vendors, contractors, and outside service providers which are subject to the administrative rule by virtue of providing services to Crook County to ensure that the administrative rule is appropriately implemented in regards to the services those entities provide.

DATED this ____ day of _____, 2021.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

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

Crook County

Mailing: 300 NE 3rd Street • Prineville, Oregon 97754
 Physical: 203 NE Court Street • Prineville, Oregon 97754
 Phone (541) 416-6555



October 6, 2021

Juniper Canyon Water Control District

Prineville, OR 97754

Re: *Support of Relocation of Fairgrounds Industrial Water Rights Access*

Dear Board Members,

Each year the Fair Board, Ochoco Irrigation District and Crooked River Roundup struggle with arrangements to pump water from the OID ditch off Carey Foster Road. This water is used for dust control and the preparation for events like the Crooked River Roundup Rodeo and Horse Races, the annual Crook County Fair, and many other events held on the fairgrounds. Having access to water is extremely important. Currently, the water trucks are being driven on a public road (often by volunteers), and the water is being pulled from the irrigation canal. This is not the best use of this valuable resource, especially in times of drought. The relocation of the existing water access will allow these events to still produce high quality events in a more efficient and timely manner, as well as preserving the irrigation water for the farmers and ranchers.

Crook County and the Crook County Fair Board encourages you to support the relocation and construction of a new Check Dam on the Juniper Canyon Water Control canal. Your continued commitment to the fairgrounds is greatly appreciated.

Thank you for your time and consideration of this proposal and we look forward to working with you to provide the best for our community.

Sincerely,

County Court and Fair Board

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: Crook County Legal Counsel's Office

DATE: September 29, 2021

RE: Engagement letter for solid waste franchise review, Evans Bartlett
Agreement with City of Prineville to share costs
Our File No.: Ct. Contracts # 109(D)

Under the County's solid waste franchise, codified into law as Chapter 8.28 of the County code, the County is responsible for conducting a periodic review of the financial information of its franchisee. To do so, the County has engaged the services of the local accounting firm Evans Bartlett.

Attached are two documents: an engagement letter from the CPA firm, and an agreement with the City of Prineville to share costs. The CPA firm proposed billing the County, rather than billing both the County and City. The Agreement would require the County to bill the City, which will then repay half of the expenses within thirty days. The CPA firm estimates that their fees will cost between \$6,500.00 and \$8,000.00. The City has approved the agreement and the engagement letter.

Please let me know if you have any questions.

***Please place this memo and the attached document(s)
on the Wednesday, October 6, 2021 County Court
agenda, as a Consent Agenda item.***

CERTIFIED PUBLIC ACCOUNTANTS

JERRY R. EVANS, CPA VICTOR L. BARTLETT, CPA
RANDALL J. W. HIGBE, CPA JAY A. PORTER, CPA

September 1, 2021

Crook County Legal Counsel
City of Prineville, Oregon
300 NE Third Street
Prineville, OR 97754

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for Crook County and the City of Prineville.

We will apply the Agreed-Upon Procedures which Crook County and the City of Prineville have specified as listed in the attached **Exhibit A** for the fiscal years ended June 30, 2020 and June 30, 2021 (to be expanded if necessary), in accordance with the engagement proposal provided by Crook County Legal Counsel's office dated July 2, 2021, and replied to by our letter dated July 14, 2021. This engagement is solely to assist Crook County and the City of Prineville with verifying the accuracy of the calculations of franchisee fees pursuant to County **Code 8-28-080(5) "Franchise fee"**. The engagement would be pursuant to **ORS 192-501(5)** which requires **"production of records to determine fees or assessments payable or to establish production quotas, and the amounts of such fees or assessments payable or paid, to the extent that such information is in a form which would permit identification of the individual concern or enterprise"**. Our engagement to apply Agreed-Upon Procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we made not representation regarding the sufficiency of the procedures described in the attached schedule(s) either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the Agreed-Upon Procedures listed in the attached Exhibit A do not constitute an examination, we will not express an opinion on the report regarding our findings in verifying the accuracy of the franchisee fee calculations. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of Crook County and the City of Prineville, Oregon and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. The attestation documentation for this engagement is the property of Evans, Bartlett, Higbe & Porter, CPAs, LLP and constitutes confidential information. However, we may be requested to make certain attestation documentation available to Crook County or the City of Prineville, Oregon pursuant to authority given to them by law or regulations. If requested, access to such attest documentation will be provided under supervision of Evans, Bartlett, Higbe & Porter, CPAs, LLP personnel. Crook County or the City of Prineville may intend or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We plan to begin our procedures on approximately October 18, 2021 and unless unforeseeable problems are encountered, the engagement should be completed by December 31, 2021. At the conclusion of our engagement, we will require a representation letter from the County and City, which among other things; will confirm management's responsibility for the review and acceptance of submitted Franchisee Fees in accordance with ORS 192-501(5).

We estimate our fees for these services will range from \$6,500 to \$8,000. You will also be billed for any required travel and other out-of-pocket costs such as report production, word processing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the personnel of Allied Waste Transfer Services of Oregon, LLC doing business as Republic Services of Oregon (Franchisee) and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss this with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month to the Crook County Counsel's office as work progresses and are payable within 30 days of presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to detail these revisions in an addendum to this letter.

Sincerely Yours,

Evans, Bartlett, Higbe & Evans, CPAs, LLP

RESONSE:

This letter correctly sets forth our understanding.

County

City

By: _____

By: _____

Date: _____

Date: _____

Exhibit A

AGREED-UPON PROCEDURES TO BE PERFORMED

We will perform the following procedures:

1. Obtain the appropriate franchise agreement/contract between Crook County/City of Prineville and Republic Services of Oregon (Franchisee) for the years 2020 and 2021.
2. Obtain and review the franchise payments made by Republic Services of Oregon to the County and City as required by Crook County Code Section 8.28-080(5), for the years 2020 and 2021, respectively.
3. Obtain and analyze the Franchisee's collected revenues for the years 2020 and 2021.
4. Verify the collected revenues agree with the Franchisee' bank records on a test basis.
5. Schedule and analyze the collected revenues between County and City for commercial and residential customers.
6. Analyze other revenues as they relate to the computation of "gross revenues" for determining the required franchise fees payable to the County and City.
7. Review the computation of franchise fees as per Republic Services of Oregon and compare to the submitted fees (as obtained in procedure 2 above"
8. Assess the impact of related entities, including real estate holding entities, and any other related entities on the accurate computation of franchise fees due to the County and City.

AGREEMENT
For Financial Review Services

This AGREEMENT (hereinafter "Agreement") is made by and between the City of Prineville, an Oregon municipal corporation (hereinafter "City"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County.") Individually, City and County may be referred to as a Party, and collectively as Parties.

RECITALS

Whereas, City and County have both granted franchises for solid waste collection, each of which is held by Allied Waste Services, Inc. doing business as Republic Services of Oregon (hereinafter "Republic Services"); and

Whereas, as a condition of those franchises, Republic Services is required to make certain franchisee payments to the City and County; and

Whereas, City and County wish to engage the services of an accounting firm to review the scope of those franchisee payments, and among them wish to apportion the expenses to be incurred in that regard.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be bound hereby, City and County agree as follows:

1. Adoption of Recitals: The above Recitals are adopted into and made a part of this Agreement, as terms of contract and not mere recitals.
2. Scope of Services: City and County agree to engage the services of the firm Evans, Bartlett, Higbe & Porter CPAs, LLC, (hereinafter "the CPA Firm,") as described on the Engagement Letter attached as Exhibit 1.
3. Payment of Services: as described in the Engagement Letter, the CPA Firm proposes to bill the County for the services rendered to both County and City. County will be responsible to remit 100% of such expenses to the CPA Firm, as described in the Engagement Letter. Upon receiving the CPA Firm's invoice, County will submit to City an invoice representing 50% of the CPA Firm's expenses, along with any additional documentation in County's possession as City may reasonably request. Thereafter, City will remit the amount of the County's invoice within thirty (30) days of receipt.
4. Mutual Cooperation: City and County will cooperate with each other and with the CPA Firm to effectuate the services described in the CPA Firm's Engagement Letter.

5. Effective Date/Duration: This Agreement becomes effective when signed by both Parties, and will continue in force until the completion of the CPA Firm's engagement, unless sooner terminated as described herein.

6. Termination of Agreement/ Notice: This Agreement may be terminated with the mutual Agreement of City and County. Further, either Party can terminate this Agreement upon serving the other Party at least thirty (30) days' prior written notice. No termination will prejudice any rights or liabilities which accrue prior to the effective date of the termination. Termination notices will be sent to:

For City:

City of Prineville
City Manager
387 NE Third Street
Prineville, OR 97754

For County:

Crook County,
Attn: Legal Dept.
300 NE 3rd Street
Prineville, OR 97754

7. Termination of CPA Firm engagement: If either Party wishes to terminate the engagement of the CPA Firm, for any reason or no reason, City and County agree to cooperate to effectuate such termination as to that Party. The goal of such termination will be to allow the interested Party to terminate without prejudicing the non-terminating Party, or subjecting either Party to additional expenses beyond what is contemplated by this Agreement and the Engagement Letter.

8. Assignment: Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either Party.

9. Binding Effect: The terms of this Agreement shall be binding upon and inure to the benefit of each Party and each of their respective administrators, agents, representatives, successors, and assigns.

10. Agency and Partnership: 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, City 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 City 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 City 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.

12. 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. 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.

14. No Waiver of Claims: 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. Severability: 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. Applicable Law: 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 City and County concerning the subject matter hereof, and supersedes any and all prior or contemporaneous Agreements or understandings between the City and County, 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 City and County.

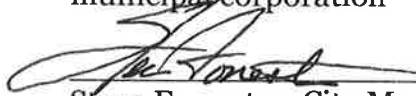
18. Counterparts: This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one and the same original. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an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

In witness whereof, City and County agree as described herein.

CROOK COUNTY, a political subdivision
of the State of Oregon

CITY OF PRINEVILLE, an Oregon
municipal corporation

Seth Crawford, County Judge



Steve Forrester, City Manager

Jerry Brummer, County Commissioner

Date 9/22/21

Brian Barney, County Commissioner

Date _____



Crook County

Mailing: 300 NE 3rd Street • Prineville, Oregon 97754
 Physical: 203 NE Court Street • Prineville, Oregon 97754
 Phone (541) 416-6555 • FAX (541) 416-3891

October 6, 2021

Slater Turner,
 District Ranger,
 Lookout Mountain Ranger District,
 3160 NE Third Street,
 Prineville, OR 97754

Re: Scoping for Lemon Gulch Trail System project
Our file: Ct. Misc. D

the Crook County Court (the board of county commissioners for Crook County) approved a letter of comment to the Forest Service regarding the Lemon Gulch Trail System Scoping project.

Since that time, additional information has been presented to the County Court regarding the process used for selection of Lemon Gulch from a broader range of geographic areas on the Ochoco NF, and citizen input leading up to that decision. For the reasons explained below, the County Court would like to supplement its earlier letter.

While the Court acknowledges that the Forest Service worked with the Ochoco Trail Group and held one public meeting, this work was not widely shared with the greater public until a choice was made to limit consideration to the Lemon Gulch area. Specifically, the County has learned that local constituents with grazing permits and private property adjacent to the proposed trail system and along with the community at large were not engaged in the process to discuss the expansion of non-motorized trail systems on the Ochoco National Forest and specifically, the Lemon Gulch Project. The process of acquiring public comment has therefore not included this important sector of the general public.

In order for local citizens, who are likely to be the most impacted by the trail system, to have the opportunity to speak and have the project plans drafted to address their concerns, the County asks the Forest Service to step back in the process and involve the entire community in the public process of discussing non-motorized trail expansion in the Ochoco National Forest and where best these activities should occur.

The County acknowledges that this will delay the completion of the project; however, by involving more of the general public, the end result will likely be superior.

For Crook County, Oregon

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

CC: The Honorable Cliff Bentz
The Honorable Vicki Breese-Iverson
Shane Jeffries, Forest Supervisor



Oregon

Kate Brown, Governor

Criminal Justice Commission

885 Summer St. NE

Salem, OR 97301

TEL: 503-378-4830

FAX: 503-378-4861

Ken Sanchagrin

Executive Director

September 24, 2021

Crook County Finance
200 NE 2nd Street, Suite 100
Prineville, OR 97754

Subject: 2021-23 Specialty Court Grant Program Award Letter

COMMISSIONERS

Jeff Auxier

Jessica Beach

Rob Bovett

Wally Hicks

Jessica Kampfe

Sebastian Tapia

Sen Floyd Prozanski*

Rep. Duane Stark*

*Non-Voting

Greetings,

On behalf of the Criminal Justice Commission (CJC), Crook County Drug and Mental Health Court has been awarded \$578,392 under the 2021-23 Specialty Court Grant Program.

The Specialty Court Grant Program is a competitive grant program. The grant funding is targeted to support specialty courts meeting [Oregon Specialty Court Standards](#). It is prudent for a court to consider various methods of funding in the event that state or federal grant funds are not available.

Included please find the Grant Award Agreement and other conditions. The award is subject to all programmatic and financial requirements, including timely submissions of any reports, reimbursements and requests for information.

Award Number:	SC-23-010	Project Start:	July 01, 2021
County Amount:	\$ 200,058	Project End:	June 30, 2023
OJD Amount:	\$ 378,334		
Award Date:	July 27, 2021		
Funding Source:	General Fund		
Statutory Authority:	ORS 423.150 (2)		

For this grant cycle, OJD has requested a single contract between CJC and OJD to simplify the funding process for OJD positions and expenses. Below you will see the breakdown of County funds compared to the OJD portion as identified from your submitted Request for Funding (RFF) form and/or budget amendments.

COUNTY BUDGET SUMMARY

	Grant Funds Requested
Personnel	\$96,558
Contractual Personnel Services	\$60,000
Drug Testing	\$6,000
Medical Needs	\$0
Other Participant Supports	\$12,000
Sanction Costs	\$20,000
Training and Travel	\$5,500
Evaluation	\$0
Indirect Costs	\$0
Total	\$200,058

OJD BUDGET SUMMARY

	Grant Funds Requested
Personnel	\$319,951
Contractual Personnel Services	\$0
Rent	\$0
Supplies	\$0
Travel	\$5,500
Equipment	\$0
Evaluation	\$0
Other Expenses	\$52,883
Total	\$378,334

TO ACCEPT THIS AWARD

Included is the Grant Award Agreement. Please review, sign and return to CJC as soon as possible, but no later than October 10, 2021 in order to request your first reimbursement in October 2021. Electronic copies should be emailed to rachel.mcarthur@cjc.oregon.gov.

CJC will execute the agreement and return a fully executed electronic copy to you for your files.

IMPORTANT RESPONSIBILITIES

Quarterly Progress and Financial Reports:

Grantees are required to submit quarterly financial reports (RFR's) and semi-annual progress reports online through the CJC's grant administration website at <https://cjc-grants.smapply.io/>. The detail for these reports are listed in the Grant Award Agreement.

Amendments:

Grantees are required to submit all amendment requests through the CJC's grant administration website. Only (1) amendment will be allowed per quarter. Final amendments must be submitted by May 25, 2023 to be processed.

Travel:

Lodging must be at the federal GSA rate to be reimbursed. If the lodging rate is not the federal rate or less none of the lodging costs will be reimbursed. Other policies around travel reimbursements can be found in the Statewide Travel Policy (OAM 40.10.00).

Subaward Contracts and Agreements:

Grantees are responsible for notifying CJC of all sub-recipients of 2021-23 Specialty Court Grant Program funds. CJC reserves the right to obtain copies of all subawards, contracts and agreements. As a grantee you are responsible to ensure sub-recipients adhere to all of the requirements in your Grant Award Agreement with CJC.

GRANT MANAGEMENT HANDBOOK

An updated version of the [Grant Management Handbook](#) is available.

CJC strives to create an inclusive environment that welcomes and values the diversity of the people we serve. The commission fosters fairness, equity and inclusion to create a workplace environment where everyone is treated with respect and dignity regardless of race, color, religion, gender, disability, physical stature, age, national origin, sexual orientation, marital status or political affiliation. Recipients of grant funds are expected to comply with these state and federal laws as outlined in the handbook.

If you have additional questions please do not hesitate to contact Rachel McArthur, Specialty Court Program Analyst, at rachel.mcarthur@cjc.oregon.gov.

Sincerely,



Ken Sanchagrin, Executive Director

Criminal Justice Commission
885 Summer Street NE
Salem, OR 97301

CRIMINAL JUSTICE COMMISSION
SPECIALTY COURTS GRANT PROGRAM
GRANT AGREEMENT

885 Summer Street NE
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC,” and **Crook County**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.” This Agreement shall become effective on the later of July 1, 2021 or the date when this Agreement is fully executed and approved as required by applicable law.

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$200,058 (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibits A and B (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 45 days after the Project End Date.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A:	Project Description and Budget
Exhibit B:	Project Goals and Objectives
Exhibit C:	Sub-agreement Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: This Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit B.

3. Reports. Grantee shall submit the reports required by this section.

a. Progress Reports. Grantee shall submit to CJC reports each quarter during Project implementation as specified in Exhibit B as well as such other quarterly reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than October 15, January 15, April 15 and July 15 for the prior calendar quarter. Additionally, Grantee shall submit to CJC no later than January 15 an annual Progress Report for the prior year that describes, in a narrative fashion, Grantee’s progress in meeting the Project’s objectives and any remedial actions necessary if

those objectives have not been met in any respect. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

b. Requests for Reimbursement. Grantee shall submit to CJC a Request for Reimbursement (“RFR”) each quarter for reimbursement of Eligible Costs incurred during the prior calendar quarter. Each RFR must include supporting documentation for all Eligible Costs for which Grantee is seeking reimbursement. RFRs must be received by CJC no later than October 15, January 15, April 15, and July 15; provided, however, that the final RFR must be submitted no later than the earlier of 30 days after completion of the Project or 15 days after the Project End Date. Failure to submit an RFR by the due date could result in a loss of reimbursement for costs incurred during that quarter. Grantee must receive prior approval from CJC to submit an RFR after its due date.

4. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. Subject to Section 4.b, CJC shall reimburse, on a quarterly basis and within the line items of the Project Budget, Eligible Costs incurred in carrying out the Project, up to the amount of Grant Funds specified in Section 1. Reimbursements shall be made by CJC within 30 days of CJC’s approval of an RFR. “Eligible Costs” are the necessary and reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Sub-agreement) during the Project Period in implementation of the Project and that are allocable thereto and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

i. Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred. CJC will reimburse travel expenses only after the travel actually occurs. By way of example only, CJC will not reimburse the costs of an airplane ticket unless and until the ticketed air travel has actually occurred.

ii. When requesting reimbursement for equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

b. Conditions Precedent to Disbursement. CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- v. Grantee has provided to CJC a RFR in accordance with Section 3.b. hereof.

5. Representations and Warranties of Grantee. Grantee represents and warrants to CJC as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter or other governing documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub-agreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

6. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the "Secretary"), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, USDOJ and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. Expenditure Records. Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

7. Grantee Sub-agreements and Procurements

a. Sub-agreements. Grantee may enter into agreements with subgrantees and subrecipients (“Sub-agreements”) for implementation of portions of the Project. Grantee shall notify CJC of each Sub-agreement and provide CJC with a copy of a Sub-agreement upon request by CJC. Any material breach of a term or condition of a Sub-agreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

b. Sub-agreement indemnity; insurance.

Each Grantee Sub-agreement shall require each other party to such Sub-agreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Sub-agreement or any of such party’s officers, agents, employees or contractors (“Claims”). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Sub-agreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Sub-agreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Sub-agreement is prohibited from defending State or that such other party is not adequately defending State’s interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Sub-agreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Sub-agreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

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

a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or

b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

9. Remedies Upon Default. If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 10.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds, and declaration of ineligibility for the receipt of future awards from CJC.

10. Termination

a. **Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 9; or
 - iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
 - iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
 - v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. The Project would not produce results commensurate with the further expenditure of funds.
- b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:
- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under Sections 10.a.iv, 10.a.v, 10.a.vi, or 10.b, CJC will disburse Grant Funds to cover Eligible Costs incurred by Grantee prior to termination that CJC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 6 and 11 shall survive termination of this Agreement.

11. GENERAL PROVISIONS

a. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against CJC or Grantee relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. Amendments; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 11.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.
- d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs reimbursed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. No Third Party Beneficiaries.** CJC and Grantee 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.
- g. Work Product.** To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work

Product to CJC upon request. In addition, if applicable law requires that CJC or Grantee grant to the United States a license to any intellectual property created, produced or obtained as part of or in connection with the Project, or if applicable law requires that the CJC or the United States own such intellectual property, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or CJC.

h. Governing Law, Consent to Jurisdiction.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

ii. Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

iii. Notwithstanding Section 11.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 11.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 11.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

i. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. Insurance; Workers' Compensation. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than

\$500,000 must be included. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

k. Independent Contractor. Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an “officer”, “employee”, or “agent” of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

m. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

The signatures of the parties follow on the next page.

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's *Specialty Court Grant Program* is to financially support Oregon specialty courts. Oregon specialty courts are those courts, programs and systems identified in Oregon Laws 2013, Chapter 649, Section 39. The specialty courts are designed to address the root causes of criminal activity by offering non-violent offenders an alternative to incarceration. Oregon's best practice standards applicable to the specialty courts are available at <http://www.oregon.gov/cjc/specialtycourts/Documents/family/OregonTreatmentCourtStandards.pdf> and are incorporated herein by reference ("Best Practices").

This Grant Agreement funds the **Crook County Adult Drug Court** to address the needs of adults who are involved with the criminal justice system, with the goal of providing the opportunity to divert them from prison. Grantee shall administer the Grant Funds provided under this Grant Agreement to support the operation, substantially in accordance with the Best Practices, of the **Crook County Adult Drug Court**.

Project Start Date: July 1, 2021

Project End Date: June 30, 2023

GRANT #: SC-23-010

GRANTEE PROGRAM CONTACT: Brett Lind

GRANTEE FISCAL CONTACT:

Dodge Kerr

EMAIL: brett.lind@crookcountysheriff.org

EMAIL: *Dodge.Kerr@Co.Crook.or.us*

TELEPHONE: 541-447-3315

TELEPHONE: *541-447-6554*

BUDGET SUMMARY:

	Grant Funds Requested
Personnel	\$96,558
Contractual Personnel Services	\$60,000
Drug Testing	\$6,000
Medical Needs	\$0
Other Participant Supports	\$12,000
Sanction Costs	\$20,000
Training and Travel	\$5,500
Evaluation	\$0
Indirect Costs*	\$0
Total	\$200,058

*Requested amounts exceeding 10% of county funds were adjusted and redistributed to Other Participant Supports. These funds can be moved to other categories via an amendment request.

FUNDING BREAKDOWN:

A	Total Project Cost	\$ 200,058
B	Federal Funds	\$0
C	Lottery Funds	\$0
D	General Funds	\$200,058
E	Other Funds	\$0

EXHIBIT B

Project Goals and Objectives

The goal of the Grant Program is to financially support specialty courts serving adults, juveniles, veterans, and families. Specialty courts have demonstrated positive cost-effective results for people struggling with substance use disorder through recidivism outcomes by way of interdisciplinary team collaboration, court-directed treatment, and compliance.

All Specialty Court Grant Program awards require recipients to submit progress reports quarterly through OJD's Specialty Court Case Management System (SCMS) <https://scms.oregon.gov> and CJC's grant administration website <https://cjc-grants.smapply.io/>. Grantees shall complete and submit progress reports that contain all of the requested data.

1. SCMS CJC State Report

- a. All participant related tracking information in SCMS
- b. Complete for the quarter no later than the 15th of the month following the end of the quarter.

2. Semi-Annual Progress Report

- a. Court Name
- b. Court Type
- c. What is working well? (Narrative, 150 words)
- d. What is challenging? (Narrative, 150 words)
- e. The Specialty Court Grant Program funds are one-time funding that cannot be rolled over into future grant periods. At the end of the grant period any unspent funds are returned to Oregon's General Fund. What is the court's biggest barrier to spending all of the grant dollars awarded? (Narrative, 50 words)
- f. What is the court doing to address any barriers to spending all of the grant dollars awarded? (Narrative, 300 words)
- g. What is the court doing to address any barriers to maintaining monthly participant numbers at or near capacity? Capacity means the number of participants the program can serve at one time, regardless of phase. (Narrative, 150 words)
- h. If the court did not meet Oregon Specialty Court Standards, what is the court doing to improve? Please identify the standard and what work is being done to move towards meeting the standard. (Narrative, 300 words)
- i. What does the court need technical assistance or support with from CJC? (Narrative, 150 words)

EXHIBIT C

Sub-agreement Insurance Requirements

Grantee shall require each other party to a Sub-agreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Sub-agreement, and ii) maintain the insurance in full force throughout the duration of the Sub-agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize a subgrantee to begin work under a Sub-agreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Sub-agreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Sub-agreement as permitted by the Sub-agreement or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Sub-agreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Sub-agreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. **PROFESSIONAL LIABILITY**

Required by CJC Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Sub-agreement, in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

iii. **COMMERCIAL GENERAL LIABILITY.**

Required by CJC Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under

the Sub-agreement. Coverage shall be written on an occurrence form basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Sub-agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"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, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Sub-agreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee 's acceptance of all services required under the Sub-agreement or, (ii) the expiration of all warranty periods provided under the Sub-agreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION. The subgrantee or its insurer must provide at least 30 days' written notice to Grantee and CJC 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 CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.

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

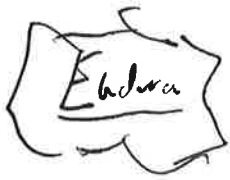
DATE: September 29, 2021

RE: Resolution 2021-51: COVID-19 Exemption from Zone Requirements for Endura Products, Inc.
Our File No.: Assessor 55

Enclosed is Resolution 2021-51, which directs the Prineville/Crook County Enterprise Zone (the "Zone") manager and government executives to issue a public memorandum setting criteria for Endura Products, Inc. (Endura) to meet to receive exemptions from the standard requirements of participating firms under ORS 285C.175 for tax years 2021-22 and 2022-23. The Resolution is based on 2021's HB 2343, passed as Chapter 522, Oregon Laws 2021, which permits a zone sponsor to provide exemptions to the standard employment and investment requirements if a participating firm is unable to comply due to effects from the COVID-19 pandemic.

The City of Prineville recently passed a substantially similar resolution. Both resolutions are only applicable to Endura. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, October 6, 2021 County Court Agenda as a DISCUSSION ITEM, for approval and signatures.



Enrolled House Bill 2343

Sponsored by Representatives BONHAM, LIVELY, Senator FINDLEY; Representatives BOSHART DAVIS, DRAZAN, HAYDEN, KROPF, LEVY, MORGAN, NOBLE, RESCHKE (Presession filed.)

CHAPTER

AN ACT

Relating to local government authority to suspend enterprise zone employment requirements; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Sections 2 to 4 of this 2021 Act are added to and made a part of ORS 285C.050 to 285C.250.

ee 1245

SECTION 2. (1)(a) Notwithstanding ORS 285C.203 (1)(a), the governing body of a sponsor may adopt a resolution to suspend, as provided in ORS 285C.203, the obligation of a qualified business firm to meet the employment requirements of ORS 285C.200 if the reduced employment or financial distress of the firm is a result of the COVID-19 pandemic for which the Governor declared a state of emergency on March 8, 2020.

(b) A resolution may be adopted pursuant to this subsection under any procedures or authority permitted under state and local law applicable in a declared public health emergency.

(c) A resolution adopted pursuant to this subsection must set forth criteria for establishing that the COVID-19 pandemic prevented the qualified business firm from meeting the employment requirements of ORS 285C.200, including:

- (A) Compliance with mandatory public health safety measures or closures;
- (B) Mandatory limitations on facility capacity;
- (C) A decrease in receipts;
- (D) A reduction in sales;
- (E) Disruption of the firm's access to markets or supply chains; or
- (F) Other factors attributable to the COVID-19 pandemic.

(d) A resolution adopted pursuant to this subsection is not subject to the alternative deadline in ORS 285C.203 (3)(a)(B).

(2)(a) The resolution described in subsection (1) of this section is not effective unless adopted by the governing body of the enterprise zone on or before the later of June 30 immediately preceding the property tax year for which suspension is sought or 45 days following the effective date of this 2021 Act.

(b) The resolution may provide that the suspension applies to either or both of the property tax years beginning on July 1, 2021, and July 1, 2022.

(3) A resolution for suspension adopted pursuant to this section has the following effects:

(a) Tolling the deadline for claiming exemption for additional property under ORS 285C.225 (3)(b) until after the period of suspension has ended, if so provided in the resolution.

(b) Converting the denial under ORS 285C.175 of an exemption on qualified property that would otherwise have begun on July 1, 2021, into a one-year period of suspension beginning on that date.

(4) Any curtailment of operations that is permitted under a resolution adopted pursuant to this section is not subject to ORS 285C.240 (1)(b).

tax

SECTION 3. (1) The qualified property of an authorized business firm may be granted an exemption, or continuation of an exemption, under ORS 285C.175 notwithstanding the fact that the firm does not meet the qualifications under ORS 285C.200 (1)(c), (d) or (e) or (2) if the failure of the firm to meet the qualifications is a result of the COVID-19 pandemic for which the Governor declared a state of emergency on March 8, 2020, and:

(a) The governing body of the sponsor adopts a resolution, on or before the later of June 30 immediately preceding the property tax year for which exemption is sought or 45 days following the effective date of this 2021 Act, that sets forth:

(A) Procedures for allowing the sponsor to grant the exemption;

(B) Standards for establishing a minimum number of employees of an authorized business firm; and

(C) Criteria for establishing that the COVID-19 pandemic prevented the authorized business firm from meeting the qualifications under ORS 285C.200 (1)(c), (d) or (e) or (2), including:

(i) Compliance with mandatory public health safety measures or closures;

(ii) Mandatory limitations on facility capacity;

(iii) A decrease in receipts;

(iv) A reduction in sales;

(v) Disruption of the firm's access to markets or supply chains; or

(vi) Other factors attributable to the COVID-19 pandemic;

(b) A copy of the resolution is provided to the county assessor, the Department of Revenue and the Oregon Business Development Department within 30 days following the adoption of the resolution;

(c) Within 30 days following the date on which the sponsor grants the exemption, the sponsor provides the county assessor with written notice that the exemption has been granted; and

(d) The authorized business firm satisfies the requirements established under the resolution adopted pursuant to this subsection and any otherwise applicable requirements under ORS 285C.050 to 285C.250, including, but not limited to, filing a claim that contains employment data for purposes of ORS 285C.220.

(2) A resolution may be adopted pursuant to subsection (1) of this section under any procedures or authority permitted under state and local law applicable in a declared public health emergency.

(3) A resolution adopted pursuant to subsection (1) of this section may grant an exemption, or continuation of an exemption, for property tax years beginning on or after July 1, 2021, and before July 1, 2023.

(4) Failure of an authorized business firm to meet any requirement adopted pursuant to subsection (1) of this section shall be subject to the notice requirements and disqualification of the authorized business firm's qualified property under ORS 285C.240, unless the firm satisfies the requirements of ORS 285C.200 without the exceptions allowed under subsection (1) of this section.

(5) Any curtailment of operations that is permitted under a resolution adopted pursuant to this section is not subject to ORS 285C.240 (1)(b).

(6) A county assessor is not obligated to verify compliance of an authorized business firm with any requirement imposed on the firm by a sponsor pursuant to this section.

(7) The governing body of a sponsor that adopts a resolution pursuant to subsection (1) of this section shall submit a written report to the Oregon Business Development Department detailing the implementation of the resolution.

SECTION 4. (1) This section applies to:

(a) A qualified business firm to which a resolution to suspend adopted pursuant to section 2 of this 2021 Act applies; and

(b) An authorized business firm whose qualified property is exempt under a resolution adopted pursuant to section 3 of this 2021 Act.

(2)(a) Notwithstanding ORS 285C.240 (6)(b), the sponsor that adopted the applicable resolution and that collected from the business firm under ORS 285C.240 (6)(a) an amount equal to the property taxes for qualified property of the business firm that would otherwise have been due for the assessment years beginning on January 1, 2020, or January 1, 2021, may refund to the business firm, without interest, all or any part of the amount so collected.

refund!

(b) The notice given by the business firm to the county assessor under ORS 285C.240 (1) with respect to paragraph (a) of this subsection shall not count as the first notice given by the business firm for purposes of ORS 285C.240 (6)(c).

SECTION 5. Sections 2 and 3 of this 2021 Act are repealed on the date that is one year following the date on which the declaration of a state of emergency issued by the Governor on March 8, 2020, and any extension of the declaration, is no longer in effect.

SECTION 6. This 2021 Act takes effect on the 91st day after the date on which the 2021 regular session of the Eighty-first Legislative Assembly adjourns sine die.

Passed by House June 1, 2021

Received by Governor:

Repassed by House June 24, 2021

.....M.,....., 2021

Approved:

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Timothy G. Sekerak, Chief Clerk of House

.....M.,....., 2021

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Tina Kotek, Speaker of House

.....
Kate Brown, Governor

Passed by Senate June 23, 2021

Filed in Office of Secretary of State:

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Peter Courtney, President of Senate

.....M.,....., 2021

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Shemia Fagan, Secretary of State