



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

CONSENT AGENDA

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

1. Approve Minutes of November 2, 2021, November 9, 2021, November 16, 2021 and November 23, 2021 Work Session; November 3, 2021 and November 5, 2021 Special Session; October 20, 2021 and November 3, 2021 Knife River Minutes and November 3, 2021 and November 10, 2021 Regular Minutes
2. Approve IGA 6157 Department of Corrections and Crook County Community Corrections
3. Approve Parole and Probation County Intervention Plan IGA
4. Approve Extension #2 Chronic Disease Prevention Marketing Consultant Contract
5. Approve Hazardous Waste Collection PSC w/Clean Earth
6. Approve Health System Change for Tobacco Cessation MOU
7. Approve Ochoco Ranger Station FLAP Agreement
8. Approve IGA w/Jefferson County re Veterans Services Officer
9. Approve CDC Closing the Gap Grant – Subcontract
10. Approve Taylor NW Lease Agreement Amendment 2
11. Approve Amendments to Historical Society Agreement
12. Approve Supplemental Service with Pinnacle Architecture
13. Approve Review Amendment 3 to Local Public Health Authority IGA No. 169507
14. Approve Receipt of Abstract
15. Approve Order 2021 Dismissing Flat Rock Road District
16. Approve Tom McCall Property Transfer Documents and MOU Regarding Management of Freight Concerns Along Millican Road
17. Approve County Court Meeting Schedule 2022
18. Approve Crook County Holiday Schedule 2022
19. Approve Order 2021-58 Appointment to Crook County Boards and Committees
20. Approve Order 2021-59 Appointment to Board of Economic Development for Central Oregon

SCHEDULED APPEARANCES

21. Crook County Foundation Update Requester: Brandi Ebner (10 Minutes)

DISCUSSION – None Scheduled

EXECUTIVE SESSION – None Scheduled

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

**CROOK COUNTY COURT MINUTES
OF NOVEMBER 2, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on November 2, 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 Kim Barber; Director Troy Poncin; Director Dodge Kerr; Road Master Bob O'Neal and Manager Tim Deboodt.

WORK SESSION

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

Agenda Item #1, Ochoco Ranger Station FLAP Agreement: Eric Blaine discussed the proposed changes County Counsel made to the draft MOU with the Federal Highway Administration, Western Federal Lands Highway Division (FHWA-WFL). These changes included clarifying terms, correcting typos and adding general contract language. FHWA-WFL's representative, Craig Sanders accepted most of the changes but stated some would require review by their legal office which is back logged at this time. County Counsel suggests signing the MOU in addition to submitting a redlined version to FHWA-WFL legal team for review.

At 9:11 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

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 modify lease agreement as discussed in the executive session. Motion seconded. No further discussion. Motion carried 3-0.

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

MOTION to direct staff to proceed as discussed in the executive session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 9:52 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF NOVEMBER 9, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on November 9, 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 Dodge Kerr; Assessor Jon Soliz; Director Will VanVactor; Manager Randy Davis; Road Master Bob O'Neal; Manager Tim Deboodt; Tammy Baney, Scott Ackord; Gary Farnsworth; Bruce Scanlon; Rick Treleaven and Mike Ervine.

WORK SESSION

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

Agenda Item #1, Central Oregon Intergovernmental Council Projects: Tammy Baney and Scott Ackord from COIC appeared before the Court to discuss current and future project COIC has in Central Oregon, specifically Crook County. Ms. Baney and Mr. Ackord discussed adult education and training programs, youth education and training programs, community and economic development loans and grants, regional housing projects and Crook County and regional projects.

Agenda Item #2, Ochoco Irrigation: Bruce Scanlon, Manager of Ochoco Irrigation District appeared before the Court with an update on current and future projects. Mr. Scanlon requested the County provide financial assistance with the Ochoco Irrigation Districts future infrastructure project through the American Rescue Plan Act money.

Agenda Item #3, Milican Road and Roundabout: Gary Farnsworth the Region Four Manager at Oregon Department of Transportation appeared before the Court to discuss OR 126 McCall Road. ODOT will execute a memorandum of understanding (MOU) to return a portion of land to the County. Mr. Farnsworth discussed future plans for a roundabout where Highway 126 connects with Alfalfa Market Road. Mr. Farnsworth will have continued discussions with Commissioner Brummer and Road Master Bob O'Neal regarding design and funding for the roundabout.

Agenda Item #4, Community Development Update: Community Development Director Will VanVactor and Building Manager Randy Davis discussed current and future projects of the planning and building departments. Mr. VanVactor and Mr. Davis will provide monthly Community Development updated.

Agenda Item #5, Costs for Additional Insurance for “Aid and Assist” Services: County Counsel Eric Blaine discussed the cost of additional insurance for “aid and assist” services. Mr. Blaine received a quote from Prineville Insurance for an additional five million dollars in insurance for seventy-two thousand five hundred dollars. While the County is obligated to pay all costs associated with the additional coverage upfront, they will be reimbursed by the State.

MOTION to direct staff to proceed with price quote for five million dollars for insurance. 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 10:56 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF NOVEMBER 16, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on November 16, 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 Troy Poncin; Director Kim Barber; Director Dodge Kerr; Director Will VanVactor and Mike Erwin.

WORK SESSION

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

Agenda Item #1, Request to Purchas Two Vehicles for Building Inspectors: Community Development Director Will VanVactor asked the Court to approve the purchase of two new vehicles for the Building Department. Currently seven of the vehicles in use by the Building Department have over 100,000 miles, the purchase of new vehicles will help ensure the reliability of the inspector's vehicles. Community Development has the budget for two new vehicles.

MOTION to accept bid from Wright Ford for \$27,967.85. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #2, Contract Service Agreement: This matter was moved to Executive Session.

Agenda Item #3, Restructuring of Veteran's Department: Judge Crawford proposed combining the Veterans Service Officer and the Veteran Services Director positions. Former Veteran Services Employees had expressed to Judge Crawford that one person could maintain the current veteran service caseload, as there is a lull due to most Vietnam Veterans already being signed up for services. If these positions are to be combined, it would mean increased pay for this position, but it would also be a savings for the County. Before any decisions are made Human Resource Director Kim Barber will speak with the State Veteran Services Office and Deschutes County Veteran Services Office for more information.

Agenda Item #4, Discussion of Grant Opportunity for Fairgrounds, Downtown Internet Infrastructure: IT Director Troy Poncin updated the Court on his recent meeting with Meta (Facebook) and PrineTime regarding internet infrastructure to the library, museum, and fairgrounds. It was decided that the museum infrastructure will be

completed in conjunction with the downtown core and the work at the fairgrounds will begin at the end of the month, once the agreement with PrineTime is in place.

Addition: Assistance County Counsel John Eisler received a request from Matt Ropp of Knife River for a seven day extension to respond to documents submitted by Cascade Geoengineering, as they conflict with Knife River's reports. Per County Code, the record will remain open for Knife River's response.

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

EXECUTIVE SESSION

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

MOTION to approve the first amendment to purchase and sale agreement and to sign sale agreement outside of Court. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 9:52 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF NOVEMBER 23, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on November 23, 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; Legal Assistant Lindsay Azevedo; Road Master Bob O'Neal; Director Troy Poncin; Director Kim Barber; Director Dodge Kerr; Logan Miller; Ron Miller; Greg Lambert; Mike Warren and Russ Deboodt.

WORK SESSION

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

Agenda Item #1, Reservoir Road Cattle Guard: Ron and Logan Miller appeared before the Court to request a cattle guard be placed on the road at the end of their allotment on Reservoir Road. There was a cattle guard at this location until 2012 but was replaced with a painted cattle guard after several vehicle and bicycle accidents. Ron and Logan Miller are requesting a cattle guard as their cattle are crossing the painted cattle guard daily. Logan Miller proposed the County install a cattle guard ¼ mile south of the painted cattle guard and purchase enough fencing supplies to connect the two locations. In exchange, Mr. Miller will build the fence. Mr. Ron Miller stated that when the cattle guard was taken out in 2012, the BLM had told him that the County could not make the unilateral decision to remove the cattle guard, as it represented a boundary to the BLM. Before any decisions are made the County will speak with the BLM regarding the cattle guard. In the meantime, the Road Department will restripe the cattle guard. The Millers were told it would be after the first of the year before a decision is made.

Agenda Item #2, Clinic Administrative Assistant/Disease Investigation Specialist Hiring Authorization Request: The Health Department recently created a position combining the clinic administrative assistant and the disease investigation specialist, since this position is not in the Counties system it requires the approval of Court. The position was approved by the Court.

MOTION to approve hiring authorization for clinical administrative assistant/disease investigation specialist. Motion seconded. No further discussion. Motion carried 2-0.

Agenda Item #3, Request to Approve and Sign Support Letter for Jefferson County Veterans Transportation Grant: Crook County was asked to sign a letter of support for the Veteran's transportation grant to help Veteran's get to and from medical appointments. Commissioner Brummer will sign the letter outside of Court.

MOTION to sign letter of support for Jefferson County Veterans Transportation Grant and allow Commissioner Brummer to sign outside of Court. Motion seconded. No further discussion. Motion carried 2-0.

Agenda Item #4, PrineTime Indefeasible Right to Use Agreement, Amendment 1: This matter was presented by IT Director Troy Poncin at the November 16th work session and approved by

the Court. However, at the November 16th work session the Court had not received the Indefeasible Right to Use Agreement, Amendment 1, therefore, they were unable to sign the agreement at that time.

MOTION to approve the indefeasible right to use agreement, amendment 1. Motion seconded. No further discussion. Motion carried 2-0.

Agenda Item #5, Request for Economic Development of Central Oregon Appointment for Second Board Member: Greg Lambert from Economic Development of Central Oregon (EDCO) appeared before the Court to request a second individual be appointed to the EDCO board on behalf of Crook County. Commissioner Barney recommended Russ Deboodt for the position, as Mr. Deboodt had worked for EDCO prior to becoming the Crook County Fire Marshal. Having received Mr. Deboodt's consent, he will be appointed to the EDCO board at the next Regular Court Meeting.

At 9:38 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

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 realtor of record to proceed as discussed in executive session. Motion seconded. No further discussion. Motion carried 2-0.

MOTION to direct legal counsel to correspond with counter party as discussed in executive session. Motion seconded. No further discussion. Motion carried 2-0.

MOTION to direct legal counsel to correspond with counter party as discussed in executive session. Motion seconded. No further discussion. Motion carried 2-0. There being no further business before the Court, the meeting was **adjourned at 10:42 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF NOVEMBER 3, 2021 SPECIAL MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Special Court meeting on November 3, 2021, at 2:00 p.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; Administration Executive Assistants Amy Albert; Director Kim Barber and Jeremy Thamert.

SPECIAL SESSION

At 2:00 p.m. the Court convened into Executive Session under the following statute(s): 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.

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 terminate subject employee as discussed in the executive session. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 2:20 p.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF OCTOBER 25, 2021 SPECIAL MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Special Court meeting on October 25, 2021, at 11:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford and Commissioner Jerry Brummer

Absentees: Commissioner Brian Barney

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine; Administration Executive Assistants Amy Albert; Director Kim Barber; Adam Williams and Katherine Tank.

SPECIAL SESSION

At 11:00 a.m. the Court convened into Executive Session under the following statute(s): 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.

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 terminate subject employee 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 11:32 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF OCTOBER 20, 2021 KNIFE RIVER HEARING**

Be It Remembered that the Crook County Court met in a Public Court hearing on October 20, 2021, at 9:30 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel John Eisler; Paralegal Lindsay Azevedo; Director Will Van Vactor; Ann Beier; Hannah Elliott; Steve Motz; Sandy Vanier; Chris Lindstone; Bill Gibson; John Machado; Matt Ropp; Adam & Karen Mikulski; Donna Kriege; Sylvia Radabaugh; Amber Hudspeth; Billie Johnson; Don Pamoraning; Chris Done

The hearing was **called to order at 9:30 a.m.**

Judge Seth Crawford opened the hearing with instructions to all parties on how the hearing would be conducted. It was stated that this would be considered a de novo hearing and quasi-judicial; the record would remain open until the end of the second hearing; and the Court can adopt, revise or deny the Planning Commission's recommendation. The Court then stated there were no conflicts, ex parte communications, or prejudice on its end. There were no comments by parties appearing by via WebEx or in person. The hearing was allowed to continue.

Ann Beier appeared before the Court to advise that the Court was being asked to review and decide on an amendment to Knife River's Comprehensive Plan and there were two issues to consider: does the location meet resource significance and what are the consequences of conflicting uses within the 500 ft. impact zone. Ann advised the Court that yes, the location does meet resource significance as the proposed new mine is located next to an active aggregate mine zoned for industrial use. The proposed mine location is expected to produce more than 500,000 tons of aggregate (upwards of 2 million tons). Ann also advised the Court that there are concerns with the conflicting uses, as the area is farmland and there are residential properties within the 500 ft. impact zone. Neighbors are concerned with the probable decrease in property value, dust, noise, traffic, water quality/quantity, and other factors. The Planning Commission recommends a 3b designation.

The Court then opened the floor to any government and/or state agencies present. No parties appeared.

The Court then opened the floor to parties in support of the Amendment to the Comprehensive Plan.

Matt Ropp, Planning Manager for Knife River, appeared before the Court. He advised the Court that the objective of this matter was to identify significant resources in the Court's jurisdiction. The proposed site meets ODOT's requirements for sand gravel with an expected 1.5 million tons of recoverable aggregate. He also mentioned that ODOT's Division 16 replaces Division 23 in this regard. Mr. Ropp also acknowledged the conflicting uses of farmland and houses and how the Planning Commissioners were concerned with poor quality of life, reduced property value, water concerns, other sites available, and the fear that these sites would push farmers and families out of the area. He went on to note that there are nine other sand pits within a 1-mile radius of the new site. Mr. Ropp went on to advise the Court that the previous two hearings in front of the Planning Commission lasted 3-4 hours each with 3 of the 4 commissioners approving the site with a 3b designation and 1 commissioner disagreeing and approving the site with a 3c designation. Knife River states that a 3b designation would not allow them to mine, as they have not seen a 3b designated site receive a viable Conditional Use Permit ("CUP") and a 3b designation would essentially halt mining.

Will Van Vactor and Ann Beier both disagreed with Mr. Ropp that a 3b designation would stop the ability to mine. They further advised that the 3b designation would instead allow the mining, but with very strict terms in the CUP to ensure that the conflicts are addressed and limit the effects of the mine on neighboring properties. Ann went on to state that it was not the intention of the Planning Commission to stop the mining.

Mr. Ropp requested that the County provide proof of sites with a 3b designation and approved CUP and noted that if conflicts could be mitigated through the CUP, then the site should be a 3c designation. He added that Knife River has offered the following conditional uses: no processing on site; provide evidence of water by baseline testing with a groundwater guarantee (their performance bond will pay to replace any damage); no new access roads; standard hours of operation; dust control/management; noise control (constructing berms); and minimal site disturbance by mining 10-acres a time. The CUP would provide the opportunity for Knife River to be warned and cited if they did not follow the terms, which offers protection to the neighbors and County. Mr. Ropp acknowledged that the Woodward site has been handled poorly, but that they will begin reclamation this year.

Chris Done, GM for Knife River, appeared before the Court in support of the amendment. He has been a part of the Butler and Woodward mining sites and also admitted that the Woodward site was not handled as well as it could have been, but that they did their best to be responsive and address/correct the complaints. He also confirmed that Woodward would begin the reclamation process in the next 4-5 months and expect to be on the Vanier site for 5-6 years. Mr. Done did add that the Woodward site had produced 70,000 – 80,000 cubic yards of concrete for Facebook/Apple.

Chris Lidstone, Principal Hydrogeologist for Knife River, also appeared in support of the amendment. He informed the Court that Stantec Engineering had drilled 3 margin wells on the Woodward site and performed 12-hour tests to collect water data. He also mentioned that wells were drilled in two zones to ensure they received accurate results

for the overall site. Regarding the Woodward and Vanier farmland reclamation, DOGAMI has reviewed their preliminary plan and approved it. Protocols for new mining sites are in place wherein the landowner is consulted, then DOGAMI is advised and then the applicant submits an official mining application, which includes the reclamation process, for DOGAMI's review. This should provide peace of mind for all involved.

There were no other parties appearing in support of the amendment.

The Court opened the floor to any party who is neutral to the amendment.

Clay Woodward, property owner of Woodward site, appeared as a neutral party. He wanted to address the reclamation issues on his site. He advised the Court that Knife River had returned the property to him late-2020; however, it was too late in the season to re-seed. Mr. Woodward leased the property to another farmer in April 2021, who ended up not re-seeding the property as expected. Mr. Woodward confirmed that the land would be re-seeded shortly. He did note that he has been able to farm a decent hay crop this last year, producing several tons from the 13-acres that had been reclaimed; he and his family have been on the property for the last 35 years and have no plans to leave or stop farming the ground; and that Knife River has followed through on their commitments to him on the Woodward site.

The Court opened the floor to any party objecting to the amendment.

Don Pomraning, homeowner, appeared before the Court requesting that the Court closely review all letters and documentation provided in opposition to the amendment.

Billie Johnson, direct neighbor and dairy farmer, appeared before the Court stating that her property is not only her home, but her business and the effects of the land and water disruption could hurt her business. She mentioned that one of the 32 ft wells that Stantec drilled was hers and that Knife River had offered her a cistern, while offering other neighbors new/deeper wells.

Adam and Karen Milkuski, direct neighbors, also appeared before the Court objecting to the new site. They are also direct neighbors with the Woodward site and have made several complaints to Knife River and other organizations over the last 6 years and don't trust that this new site will be any different. All parties agreed to the CUP on the Woodward site, but the terms were not adhered to and resulted in the continued complaints and poor quality of life, among other things. The Milkuski's request that the amendment remains a 3b designation.

There were no other parties who wished to address the Court.

Knife River offered a site visit to the Court, in which the Court accepted. The visit is scheduled to take place on October 26, 2021, at 10:00am (or after the work session ends).

John Eisler and Will Van Vactor will work together to prepare a staff report outlining the difference in 3b and 3c designation for the Court to review in preparation of the November 3, 2020 hearing.

There being no further business before the Court, the hearing was **adjourned at 11:35am.**

Respectfully submitted,

Lindsay Azevedo

**CROOK COUNTY COURT MINUTES
OF NOVEMBER 3, 2021 KNIFE RIVER**

Be It Remembered that the Crook County Court met in a Court meeting on November 3, 2021, at 10:40 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 Will VanVector; Planning Technician Hannah Elliott; Ann Biere; Billie Johnson; Richard Zimmerlee; Bryan Zednik; Donald Pomraning; Adam Mikulski and Karen Mikulski; Matt Ropp; Amber Hudspeth; Chris Lindstone and Ethan Hasenstein.

Judge Seth Crawford opened the second Knife River hearing with instructions to all parties as to how the hearing would be conducted. He provided an overview of County Court's site visit on October 26th. Judge Crawford concluded by opening a public hearing.

Will VanVector, Community Development Director, gave an overview of exhibits thirty-five through fifty-five, all of which have been received since October 20th. Mr. VanVector discussed exhibit forty-eight a summary of goal five aggregate and mineral sites in Crook County, he wrote for County Court.

John Eisler, Assistant County Counsel, discussed the memo he wrote for County Court explaining how determinations are to be made.

Federal, State and Local Agencies did not participate in the hearing.

Matt Ropp, Planning Manager for Knife River, objects to the Planning Commissions 3B recommendation. Mr. Ropp does not feel the Planning Commission is objective in their recommendations regarding Knife River's application, rather their decisions are based on emotion. Mr. Ropp stated Knife River has been in compliance with all requirements and would like the site to be designated a 3C.

Neutral

Richard Zimmerlee spoke about issues he had with the field being too wet during the final cutting of hay. Mr. Zimmerlee has retained Jim Newton an engineer and geologist to provide a comprehensive report regarding impacts the mining site will have on surrounding land. Mr. Zimmerlee has requested the record remain open as Mr. Newton has not finalized his report.

Opposed

Brian Zednick requested the site be designated 3B as there will be long term impacts to the surrounding water tables and properties. Mr. Zednick stressed any issues cause by Knife River will remain after the mines have been vacated.

Donald Pomraning requested the site be designated as 3B. Mr. Pomraning stated the main concerns for himself, and his neighbors are the noise, the dust, property values and Knife Rivers past conduct.

Adam and Karen Mikulski stated the site visit held October 26th did not accurately depict the mine as Knife River had cleaned the site. The Mikulski's showed pictures of the sites daily activities and produced a recording of the noise emitted from the site.

Billie Johnson discussed the negative effects the noise and water issues caused by the mine is having on her dairy. Ms. Johnson needs to partially replace her gutters due to rust caused by the mine.

Applicant

Chris Lindstone Knife River's Hydro Geologist objected to accusations Knife River has a history of violations, stating Dogma has not received such reports. Mr. Lindstone discussed expected water patterns for the mining site and surrounding land by explaining how Knife River will be extracting rock and sand. Mr. Lindstone explained that it will be three years after the land is vacated before it returns to its former status.

Amber Hudspeth of Hudspeth Land and Water stated that she has only be measuring aquifer date points and static water levels.

Matt Ropp objected to the Court leaving the record open as the Court is not required to do so. Mr. Ropp stated that Knife River is nearly out of rock and by leaving the record open the process is unnecessarily being delayed.

The record will be left open until November 15th at 4:00 p.m. for limited evidence. County Court will hold a third hearing on this matter December 3rd at 10:00 a.m., this hearing will only be open to limited testimony.

MOTION to close open record for submittal of evidence Monday, November 15th at 4:00 pm. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to continue hearing to December 3rd at 10:00 a.m. limiting arguments to written evidence. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 1:18 p.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF NOVEMBER 3, 2021 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on November 3, 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; Road Master Bob O'Neal; Director Will VanVactor; Assessor Jon Soliz; Shane Jeffries; Kassidy Kern; Johanna Kovarik; Slater Turner and members of the public.

REGULAR SESSION

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

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

Appearances / Item #5: Christine Klein from AKS Engineering appeared before the Court for signatures on the Ochoco Pointe Phase Four Plat.

MOTION to approve Ochoco Pointe Phase 4 Plat. Motion seconded. No further discussion. Motion carried 3-0.

Appearances / Item #6: Adam Conway of Brasada Ranch and Will VanVactor from Community Development appeared before the Court for signatures on the Brasada Ranch Phase Five Replat.

MOTION to approve Brasada Ranch Phase 5 Replat. Motion seconded. No further discussion. Motion carried 3-0.

Appearances / Item #7: Shane Jeffries, Kassidy Kern, Johanna Kovarik and Slater Turner of the Ochoco National Forest appeared via WebEx to discuss current planning efforts and projects. Mr. Jeffries discussed a variety of topics including prescribed burns, the Lamonta firehouse, funding and Lemon Gulch.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:51 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF NOVEMBER 10, 2021 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on November 10, 2021, at 9:00 a.m. in the County meeting room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Director Kim Barber and Monty Kurtz.

REGULAR SESSION

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

MOTION to approve the Consent Agenda as presented with these changes, addition of Amendment USFS lease. Motion seconded. No discussion. Motion carried 3-0.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:01 a.m.**

Respectfully submitted,

Amy Albert

Crook County Counsel's Office

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MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: November 8, 2021

RE: IGA 6157 – Dept. of Corrections and Crook County Community Corrections Plan

Our File No.: Comm. Corr. 33(A)

Enclosed is IGA 6157 between the State of Oregon, Department of Corrections (Corrections) and Crook County (the "IGA"), effective July 1, 2021 and continuing through June 30, 2023. Under the IGA, County is to create a Community Corrections Plan (the "Plan") meeting the requirements of ORS 423.525, outlining the basic structure of supervision, services, and local sanctions to be applied to adults in supervision. Receipt of the Plan by Corrections is required before disbursements to the County will be sent out. The Plan is to be a living document, amended whenever necessary, and sent to Corrections for approval.

The County's goals under this IGA are to (1) reduce criminal behavior; (2) enforce court and other supervisory orders; (3) assist offenders to change; and (4) provide reparation to victims and the community. In exchange, Corrections will provide materials necessary to meet the goals, provide access to information, and Corrections' computer system. Corrections will also provide funding to the County, with two funding dates already past. The amount of funding is unknown at this point, as Corrections will not provide that information until *after* the County submits its Plan. That would normally give me heartburn, but considering the counter-party, it is an acceptable risk. The other provision that concerns me is that Corrections requires 180 days' notice before we can terminate this IGA.

District Attorney Whiting has reviewed this IGA and recommends its approval, as does Lieutenant Lind. Please let me know if you have any questions.

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

Approved this _____ day of _____ 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

**INTERGOVERNMENTAL AGREEMENT #6157
BETWEEN THE STATE OF OREGON AND CROOK COUNTY**

This Intergovernmental #6157 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Crook County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for adults on supervision.
- H. Adults on Supervision (AOS): Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to adult on supervision violations of conditions of supervision that uses custody units.

- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520, ORS 423.530 and 423.535.

B. Duration

This Agreement will become effective on **July 1, 2021** and will remain in effect until **June 30, 2023** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to adults on supervision sentenced or convicted of felonies and designated drug-related misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for adults on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for adults on probation.
 3. Assist Offenders to Change:
 - a. Indicator: employment rates for adults on supervision.
 - b. Indicator: substantial compliance with treatment requirements.
 4. Provide Reparation to Victims and Community
 - a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.

- b. Indicator: the percentage of community service hours provided by adults on supervision.

- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.

- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
 1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.
 2. Case Transfer, OAR 291-019-0100 through OAR 291-019-0160.
 3. Searches, OAR 291-028-0100 through OAR 291-028-0115.
 4. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 5. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0060.
 6. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
 7. Short-term Transitional Leave, OAR 291-063-0100 through 291-063-0140.
 8. Records Management, OAR 291-070-0100 through OAR 291-070-0140.
 9. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 10. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 11. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 12. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 13. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 14. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 15. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 16. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 17. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.
 18. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the

Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.

19. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
 20. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.
- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep

current information on adults on supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.

- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation adults on supervision that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the Community Corrections Commission and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to, details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.

- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access; however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.
- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for adults on parole, under post-prison supervision, and on probation that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and this fully executed Agreement must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and the executed Agreement, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of

each of the following dates; 7/1/21, 10/1/21, 1/1/22, 4/1/22, 7/1/22, 10/1/22, 1/1/23, and 4/1/23.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
 2. This Agreement has not been terminated; and
 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release pursuant to ORS 423.570 and its administrative rules, as amended from time to time.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.

- J. Funding for Sexually Violent Dangerous Offenders: After receipt and review of an invoice from the COUNTY, DEPARTMENT will reimburse COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of adults on supervision designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such adults on supervision.
- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall annually review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

IX INDEMNIFICATION See Exhibit C

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.

- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 2. In no case does responsibility for supervision and provision of correctional services to non-designated drug-related misdemeanor adults on supervision revert to DEPARTMENT.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V 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 those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made applicable to this

Agreement and incorporated herein by this reference. All employers, including COUNTY, that employ subject workers who work under this Agreement 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. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

XII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than six (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party 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.

XV WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVI EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVII MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, whether verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

CROOK COUNTY
BOARD OF COMMISSIONERS

Eric McDowell, Contracts Officer

Chair

Date

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Sam Zeigler per email dated 5/4/21
Assistant Attorney General

EXHIBIT A
BUDGET SUMMARY
CROOK COUNTY
(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)

EXHIBIT B

CROOK COUNTY

NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).
 - A. All network traffic covered by this agreement will employ TCP/IP network protocols.
 - B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.
2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.311 through 192.478 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
INDEMNIFICATION
CROOK COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL

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

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and the Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

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: November 9, 2021

RE: P&P County Intervention Plan IGA
Our File No.: Comm Corr 28(A)

Enclosed is IGA 6192 between the State of Oregon, Department of Corrections (Corrections) and Crook County (the "IGA"), effective July 1, 2021 and continuing through June 30, 2023. Under the IGA, County is to create a County Intervention Plan (the "Plan") outlining the County's approach to providing effective interventions for drug addicted adults under County supervision. Receipt of the Plan by Corrections is required before disbursements to the County will be sent out. The Plan is to be a living document, amended whenever necessary, and sent to Corrections for approval.

The County's principles to incorporate under this IGA are to be evidence based, standardized, and with clear rules. In exchange, Corrections will provide technical assistance, access to information, and funding. The amount of funding is unknown at this point (\$114,520 is listed as the maximum amount possible), as Corrections will not provide that information until *after* the County submits its Plan. That would normally give me heartburn, but considering the counter-party, it is an acceptable risk.

District Attorney Whiting has reviewed this IGA and recommends its approval, as does Lieutenant Lind. Please let me know if you have any questions.

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

Approved this _____ day of _____ 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

INTERGOVERNMENTAL AGREEMENT #6192
BETWEEN THE STATE OF OREGON AND CROOK COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Crook County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY’s percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Intervention Budget Summary is described in Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Corrections Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. County Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted adults on supervision under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance of conditions of the Plan.
- H. Participant: An adult, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to adult on supervision violation of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

II AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2021** and will remain in effect until **June 30, 2023** or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan.

DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

IV AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
 6. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

7. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and certain and which encourage recovery goals while holding Participants accountable for non-compliant behaviors.
 8. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
 9. Co-ed treatment shall be avoided if possible.
 10. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
 11. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements into the Plan:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
 2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module.
 3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

VI DEPARTMENT RESPONSIBILITIES. The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

VII PERFORMANCE GOALS

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated adults on supervision.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

VIII FUNDS

- A. Exhibit A identifies the County Corrections Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2022.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.E, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is \$114,520.00. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

X INDEMNIFICATION. See Exhibit B.

XI TERMINATION

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V 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 those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement 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. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

XIII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized

representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

XIV SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

XV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party 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.

XVI WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVII EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVIII NOTICE

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
2575 Center St. NE
Salem, OR 97301
Telephone: 503-945-8876
Fax: 503-373-7810
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY: Crook County Community Corrections
Brett Lind, Director
301 NE 3rd Street
Prineville, OR 97754
Telephone: 541-447-3315
Fax: 541-447-4921
Email: brett.lind@crookcountysheriff.org

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

XIX MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

CROOK COUNTY

Eric McDowell, Contracts Officer

Signature

Date

Title Date

Reviewed by the
Oregon Attorney General's Office:

/s/ Sam Zeigler (by email dated 5/13/2021)
Assistant Attorney General

EXHIBIT A
COUNTY INTERVENTION PLAN and BUDGET SUMMARY
CROOK COUNTY
(To be attached upon signature and return of Agreement by County)

**EXHIBIT B
INDEMNIFICATION
CROOK COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Department may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 11/12/2021

RE: Chronic Disease Prevention Marketing Consultant Contract w/ Quon Design
Our File No.: HEALTH 176(A)

This Contract relates to the Health Department's Chronic Disease Prevention Program (Diabetes and other chronic conditions). Quon Design was contracted to assist in the following areas of the program:

- Engage Partners/Stakeholders: \$2,400
- Website Design Consultation: \$500
- Social Media Content: \$1,950
- Print Media Content: \$6,750
- Market Testing: \$450
- Public Relations: \$2,000
- Dedicated Website: \$6,400
- Procure Testimonials: \$1,800
- Photography: \$1,000
- Video: \$1,750

The original Contract went into effect on April 12, 2021, with a termination date of June 30, 2021. An extension was executed on July 13, 2021, extending the deadline through September 30, 2021. Quon requested amendments to the Contract for the next extension.

The project status and amended terms are as follows:

- Engage Partners/Stakeholders: COMPLETED
- Website Design: \$500 (unused funds)
- Social Media Content: COMPLETED (\$900 over budget)
- Print Media Design: \$2,800 (\$3,950 unused funds)
- Market Testing: \$450
- Public Relations: \$2,000
- Dedicated Website: MOSTLY COMPLETED
- Procure Testimonials: \$1,800
- Photography: \$500
- Video: (\$1,750 unused funds)

The spent or earmarked budget total is \$19,200. There have been some revisions to the program due to the lack of Spanish workshops. The new deadline for this program is December 31, 2021.

Katie Plumb has approved this amendment.

Please let us know if you have any questions.

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

EXTENSION #2 TO PROFESSIONAL SERVICES CONTRACT

This Extension #2 to Professional Services Contract (“Extension 2”) is retroactively entered into and effective October 1, 2021, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”), and Quon Design & Communications Inc., (hereinafter “Contractor”).

RECITALS

WHEREAS, on April 12, 2021, County and Contractor entered into a Professional Services Contract (hereinafter “Agreement”) for prevention marketing and consulting services; and

WHEREAS, on July 13, 2021, County and Contractor extended the Agreement an additional 90 days to September 30, 2021; and

WHEREAS, County and Contractor desire to extend the term of the Agreement to December 31, 2021.

AGREEMENT

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

1. Term. The Agreement is hereby extended to expire on December 31, 2021.
2. Amendment. The scope of services outlined in Exhibit D of the Agreement are hereby modified to reflect the updated services outlined in the attached Exhibit D.
3. Reaffirmation of Professional Services Contract. Except as modified by this Extension 2, all terms and conditions of the Agreement are reaffirmed and remain unmodified and in full force and effect.
4. Counterparts. This Extension 2 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

[SIGNATURE BLOCK ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have executed this Extension 2 to be effective the date first set forth above.

QUON DESIGN & COMMUNICATION INC

CROOK COUNTY

By: Mark Quon *Mark Quon*
 Signature
Mark Quon
 Printed Name

Title: President

Date: 11/2/2021 11 / 10 / 2021

By: _____
 Signature

 Printed Name

Title: _____

Date: _____



AMENDMENT STATUS

Crook County Health Department



Prevent Diabetes

CENTRAL OREGON

Get Active | Lose Weight | Feel Great



Living Well

CENTRAL OREGON

Learning to thrive with chronic conditions

Updated October 14, 2021

Presented by



Quon Design + Communication Inc.

Amendment proposal and status for Your Health Central Oregon Campaign

Timeline

QDC proposes that the current contract scheduled to end on Sept. 30, 2021 be extended to **December 31, 2021**.

Status as of October 14, 2021

1. Engage Partners/Stakeholders

- QD+C will coordinate a one-hour online visioning session with key stakeholders and identify the specific communication needs to effectively promote the chronic disease management/diabetes prevention programs.

Estimated cost: \$1,200 Completed

- QD+C will develop a strategic communication plan based on information gathered from the visioning session.

Estimated cost: \$1,200 Completed

2. Website Design Consultation

- QD+C will work with CCHD website point person to recommend design concepts and effectiveness for displaying information.

Estimated cost: \$500 Unused funds

3. Social Media Content

- QD+C will create a PDCO/LWCO Facebook page campaign and research/manage 8-10 posts per month. Posts to be in English only.

Update: Your Health Central Oregon Facebook page was created and managed for one month before request from DCHS PIO to take down. Three month posting schedule creation for 2021 workshops have gone \$650 over budget. Additional post images with new photography have been created for an additional \$250.

Estimated cost: \$1,950 (3 month period) \$2,850 spent

4. Print Media Design

- QD+C will design printed collateral in English only based on the needs of the campaign.

Update: 7 workshop flyers have been designed. Spanish translations on hold. Flyer w/tabs designed.

Estimated budget: \$6,750 \$2,800 spent (\$3,950 Unused funds)

4. Market Testing

- QD+C recommends presenting campaign concepts to key partners/stakeholders for input and recommendations before public launch. Estimate based on developing a presentation to be emailed to key partners/stakeholders for review and making minor adjustments.

Estimated cost: \$450 Ongoing

Public Relations

Based on stakeholder input from the initial visioning session, QD+C will explore the development and distribution of public relations materials in English and Spanish which could include a series of public service announcements (focusing on a few of the region's most common chronic diseases), workshop community calendar listings, past workshop participant testimonials, press releases and media pitches. QD+C will also provide coaching for coordinate media interviews as appropriate/needed.

Estimated cost: \$2,000 Ongoing

Update: Community calendars researched and posts developed and submitted to community calendars. PSA written, recorded and distributed to 11 CO radio stations. No Spanish translations due to delay of Spanish workshops available.

TITLE	Extension 2 Chronic Disease Prevention
FILE NAME	Extension%202.pdf
DOCUMENT ID	cedda5f4a14c5783aa35bce26cd927ecdcfdcaeb
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

This document was requested from app.clio.com

Document History



SENT

11 / 10 / 2021

19:04:14 UTC

Sent for signature to Mark Quon (mquon@quondc.com) from lindsay.azevedo@co.crook.or.us
IP: 198.163.255.52



VIEWED

11 / 10 / 2021

19:18:20 UTC

Viewed by Mark Quon (mquon@quondc.com)
IP: 97.115.135.171



SIGNED

11 / 10 / 2021

19:18:36 UTC

Signed by Mark Quon (mquon@quondc.com)
IP: 97.115.135.171



COMPLETED

11 / 10 / 2021

19:18:36 UTC

The document has been completed.

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 11/12/2021

RE: Hazardous Waste Collection PSC w/ Clean Earth
Our File No.: LANDFILL 71(B)

This Contract has been in effect since June 12, 2012. There have been 6 previous extensions and the latest is scheduled to terminate on December 31, 2021.

Jeff Merwin would like to extend this Contract for an additional year, through December 31, 2022.

Please let us know if you have any questions.

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

AMENDMENT 7
To Contract for Services

This Amendment 7 is entered into by Clean Earth Environmental Solutions, Inc., a Delaware corporation by and through any of its subsidiaries or affiliates (hereinafter "Contractor,") and Crook County, a political subdivision of the State of Oregon (hereinafter "County.") Contractor and County may collectively be referred to as "the Parties."

RECITALS

- A. WHEREAS, on or about June 15, 2012, the Parties executed a Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Management Program Contract for Services (hereinafter "the Contract"); and
- B. WHEREAS, the Contract has been previously amended to continue the Contract past its expiration date and/or to revise its provisions; and
- C. WHEREAS, the Parties wish to continue the Contract past its current expiration date of December 31, 2021, as described in this Amendment 7.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, County and Contractor agree as follows:

Section One: The Recitals listed above are incorporated herein by reference and made a part of this Amendment 7.

Section Two: The effective date of this Amendment 7 is January 1, 2022, or when signed by both Parties, whichever is earlier.

Section Three: The duration of the Contract is extended to December 31, 2022, unless sooner terminated according to its terms.

Section Four: Except as amended by this Amendment 7, all other terms of the Contract remain in full force and effect.

Section Five: This Amendment 7 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, Contractor and County have executed this Amendment 7 as of the date indicated below.

Approved for Contractor:

CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC

Wendee R. Cook
Signature

Wendee Cook
Printed Name

HHW Contract Manager
Title

Date 11-12-21

Approved for County:

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: _____

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 11/15/2021

RE: Health Systems Change for Tobacco Cessation MOU
Our File No.: HEALTH 166

This is a continuation of the previous MOU with Deschutes and Jefferson County for the Tobacco Prevention and Education Program with OHA. The previous MOU terminated on June 30, 2021. This MOU is retroactively dated to take effect on July 1, 2021, with a new termination date of June 30, 2023.

Deschutes County will continue to be the lead fiscal entity; however, Deschutes County will hire a Regional Tobacco Prevention Health Systems Change Coordinator. The coordinator will be employed by Deschutes County.

This MOU includes a nondiscrimination provision, which the previous MOU did not.

Katie Plumb has reviewed and approved the MOU.

Please let us know if you have questions or concerns.

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



REVIEWED
LEGAL COUNSEL

**Health Systems Change for Tobacco Cessation
MOU #: 2021-836**

EFFECTIVE DATE: The effective date of this Memorandum of Understanding (MOU) shall be July 1, 2021. Unless extended or terminated earlier in accordance with its terms, this MOU shall terminate on June 30, 2023.

PARTIES: Crook County, a political subdivision of the State of Oregon, acting by and through the Crook County Health Department, Public Health Division (hereinafter referred to as "Crook County"), Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division (hereinafter referred to as "Deschutes County"), Jefferson County, a political subdivision of the State of Oregon, acting by and through the Jefferson County Health Department, Public Health Division (hereinafter referred to as "Jefferson County"); collectively referred to as "Parties" or individually referred to as "Party."

BACKGROUND AND PURPOSE:

The Deschutes County Health Services (DCHS) Prevention Programs currently manages the Tobacco Prevention and Education Program through a formal agreement with the Oregon Health Authority (OHA). Starting within the 2019-2021 OHA Agreement, parties agreed to designate DCHS as the lead fiscal entity on behalf of work toward tobacco cessation health systems change. This designation remains agreed upon in the 2021-23 biennium with the addition of Parties agreeing to the hiring of a Regional Tobacco Prevention Health Systems Change Coordinator to be an employee of DCHS. This scope of work involves a regional geographic footprint that includes Crook, Deschutes and Jefferson Counties. While Deschutes County is the fiscal entity and employer of the Coordinator, and will follow its policies and procedures, the public health departments for Crook, Deschutes and Jefferson County are the lead organizations to oversee the tobacco cessation health systems change initiative. This MOU serves to give each entity equal authority for decision making with regard to work for this project as defined by the work plan submitted to OHA (see exhibit A). To the best of the parties' abilities, they will ensure that the work moves forward in accordance with best practice and alignment with OHA requirements. Deschutes County will take the lead to convene all parties when decision-making points occur as well as maintain communication so that all parties are informed of work. Deschutes County will be the primary point of contact to OHA and any subcontractor hired to carry out specific activities relating to this initiative on behalf of the tri-county region (Crook, Deschutes and Jefferson).

RESPONSIBILITIES OF EACH PARTY

1. Each Party agrees to receive, or otherwise have access to, certain information that is confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively "HIPAA") and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act").
2. When requesting information regarding a client/patient, Parties agree to obtain appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA and 42 CFR part 2. All Parties must obtain, and maintain in the file of the individual receiving the services, appropriately signed and dated releases of information and consents to care for each such individual prior to commencement of services.
3. Each Party may access protected health information of the mutual client/patient only upon direct request by the provider that is providing, or has provided, care to that client/patient. In the case where direct provider request is not documented, each Party agrees to recognize the appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA, and 42 CFR part 2.
4. Each Party is responsible for their own acts, omissions, and liabilities and assumes full responsibility for the actions of such their own officials, employees, and agents. Each Party shall defend, indemnify, and hold harmless the other Parties for claims arising from the actions of the Party, its officials, employees and agents.
5. Any compliance issues, complaints or conflicts between Parties related to this MOU and not resolved through initial discussion between the Parties shall be submitted in writing to DCHS Public Health Deputy Director and the Crook County and Jefferson County Directors. The DCHS Deputy Director and Directors will conduct fact finding and facilitate a compromise and/or initiate mediation.

PARTICIPATING PARTIES AGREE:

1. Applicable Parties shall participate in the coordination and completion of activities as outlined in Exhibit A.
2. Deschutes County shall act as fiscal agent for the Health Systems Change Tobacco Cessation Initiative. As part of this understanding, Deschutes County will employ a Health Systems Change Coordinator to carry out specific activities relating to this Initiative on behalf of the tri-county region (Deschutes, Crook and Jefferson).

CONFIDENTIALITY:

In addition to the obligations imposed upon the Parties outlined in applicable law, each Party agrees to maintain confidentiality of information obtained pursuant to this MOU as follows:

It is agreed upon, by, and between all Parties that all participants in this project have an obligation to safeguard confidential information and records to which they have access or become aware of during the term in which services ("data") is being provided or exchanged. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that all Parties understand the obligation to maintain the confidentiality of information and records which any individual Party may access or become aware of while working in collaboration regarding this Project. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of any Party who improperly uses, discloses or releases confidential information or records will be subject to legal action, which may also include termination of this MOU. Except as is necessary to perform official work with, no Party is authorized to use, disclose or release any information or records to which the Party has access or becomes aware of during the term of the MOU in which services are being provided without the express written approval of the applicable Party's Department Director or Program Manager.

The Parties agree to abide by the laws and policies governing confidentiality by signing this MOU. If at any time, any Party has any questions regarding confidentiality laws or policies or regarding that Party's obligation to maintain the confidentiality of any information or records, that Party shall contact the applicable Party's Department Director, Program Manager or Privacy Officer.

BY SIGNING THIS MEMORANDUM OF UNDERSTANDING, EACH PARTY CERTIFIES THAT THE PARTY HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY STATEMENT, THAT THE PARTY HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT THE PARTY WILL ABIDE BY THOSE LAWS AND POLICIES. EACH PARTY FURTHER UNDERSTANDS AND AGREES THAT, IF THE PARTY IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, THE APPLICABLE PARTY WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THIS MEMORANDUM OF UNDERSTANDING.

COMPENSATION: NONE.

TERMINATION:

1. Voluntary Termination. Any individual Party may terminate its participation in this MOU for any reason upon thirty (30) calendar day's prior written notice to the other Parties. The termination by one Party does not operate to terminate the MOU as regards any other Party or Parties.
2. Termination for Cause. If any Party is in breach of this MOU, and that breach is not entirely cured within fifteen (15) calendar days' prior written notice from any non-breaching Party, the breaching Party may be immediately terminated from this MOU upon written notice of a majority vote of the non-breaching Parties. In the event that a notice of breach was sent to any Party, the breach was not cured within fifteen (15) calendar days, and a majority of the non-breaching Parties does not vote to terminate the breaching Party, any Party may immediately terminate its participation in this MOU upon written notice to the other Parties. The termination of any one Party does not operate to terminate the MOU as regards any other Party or Parties.

3. The written notice will be deposited with the United States Postal Service; either registered or certified, postage prepaid, or can be personally delivered to the addresses listed below:

Deschutes County Health Services
 2577 NE Courtney Drive
 Bend, OR 97701
Attn: Nahad Sadr-Azodi
CC: grace.evans@deschutes.org
 Phone: 541-317-3178
 Fax: 541-322-7565
 nahad.sadr-azodi@deschutes.org

GENERAL PROVISIONS:

- 1 To the fullest extent authorized by law and 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, each Party shall defend, save, hold harmless and indemnify the other as well as their 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 that Party or their officers, employees, contractors, or agents under this arrangement.
2. Each Party involved in a claim shall have control of the defense and settlement of any claim that is subject to subparagraph 1 of this paragraph; however no Party nor any attorney engaged by a party shall defend the claim in the name of any other Party, nor purport to act as legal representative of any other Party without first receiving from that Party's legal counsel, in a form and manner determined appropriate by the Party's legal counsel, authority to act as legal counsel for that Party, nor shall a party settle any claim on behalf of any other Party without the approval of the Parties' legal counsel.
3. It is agreed and understood that each Party is providing these services as an independent contractor, and not as an employee or agent of the other Party.
4. Amendment - The terms of this arrangement may be modified by amendment; the amendment shall be signed by all Parties and fully executed before the modified terms may take effect.
5. Assignment – No Party may assign this arrangement, in whole or in part, without the prior written consent of the other Parties.
6. Governing Law and Venue – Any dispute under this arrangement shall be governed by Oregon law with venue being located in Deschutes County, Oregon.
7. Severability – If any part of this arrangement shall be held unenforceable, the rest of this arrangement will remain in full force and effect.
8. **Nondiscrimination.** Contractor must provide services to clients without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.

ENTIRE MOU: Memorandum of Understanding (MOU) hereto, constitutes the entire MOU between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties. If any, whether written or oral, concerning the subject matter of this MOU which are not fully expressed herein. This MOU may not be modified except in writing signed by all Parties.

CROOK COUNTY SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly appointed officers the first date written below.

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: _____

JEFFERSON COUNTY SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly appointed officers the first date written below.

Signature: _____

Email: _____

Title: _____

Company: _____

**EXHIBIT A
DESCRIPTION OF ACTIVITIES**

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History/Context/Current Status of Policy/Program Strategy:				
<p>In 2019-2021 Central Oregon TPEP coordinators and colleagues hired a contractor and worked to develop a Perinatal Cessation Project to identify strategies to increase e-referrals to the tobacco Quitline in perinatal populations. Our assessment identified a better understanding of the perinatal population, and how they received services. From this assessment several strategies were identified to be implemented. As a result of this project an educational video was developed and a process for obtaining quarterly data reports of the number and demographics of e-referrals is being developed. This strategy will continue maintaining program activities including monitoring the number of e-referrals, reviewing the data and implementing policy strategies. Through this process the Central Oregon TPEP Coordinators gained a better understanding of how our health systems operate and how as a region we can work together to streamline systems. The goal of this strategy is to 1. Keep tobacco cessation as a priority for perinatal providers 2. Ensure new staff and continually being trained in tobacco screening, 2As and an R, how to do an e-referral in OCHIN epic and maintain relationships with TPEP coordinators. 3) Use quarterly Tobacco Quitline Data report to evaluate efforts and review strategies implemented to improve cessation access 4) Be a resource in Central Oregon to connect perinatal providers with Tobacco Cessation Resources</p>				
Milestones (optional):				
Activity Category	Activity descriptions (add more rows as needed)	Responsible Party	Partners Engaged	Estimated Timeframe (M/Y) - (M/Y)
Other	1. Establish an MOU that clarifies goals for Regional Health Systems Coordinator (RHSC) role between all partners and ensures that the model maintains a continuity of knowledge and expertise moving from one biennium to the next for all regional TPEP Health Systems work	Regional TPEP		07/21-08/21
Other	2. Recruit and interview for RHSC	Deschutes County Prevention Supervisor	Crook, Jefferson, Warm Springs, COHC	07/21-09/21
Partner Engagement	3. Collaborate with Warm Springs TPEP to foster support in tobacco cessation activities	Regional TPEP	IHS, Warm Springs	07/21-06/23
Partner Engagement	4. Attend and/ or host at least 4 meetings per year with perinatal provider partners to share data and receive input on community needs	Regional TPEP	PCC, WIC, Nurse Home Visiting	07/21-06/23
Partner Engagement	5. Collaborate with Data Analysts in Deschutes County to develop OCHIN EPIC quarterly report	Regional Health Systems Coordinator (RHSC)	Deschutes County Data Analysis team, Crook Epidemiology	7/21 – 10/21
Communication	6. Extract data quarterly from OCHIN EPIC and OPTUM to be updated on the shared regional health systems database	RHSC	PCC, WIC, Nurse Home Visiting	07/21-06/23
Policy Development and Adoption	7. Develop department level policy for staff to be trained in tobacco screening and referral during onboarding and on a biennium basis	Regional TPEP	Regional County PH & BH Staff	07/21-12/21
Policy Implementation and Maintenance	8. Monitor and update training and TA materials for the 5As, or 2As and R for public health staff serving pregnant women	Regional TPEP	Regional County PH & BH Staff	07/21-06/23
Policy Implementation and Maintenance	9. Offer training and technical assistance for LPHA clinical staff, PCC, nurse home visitors, (and WIC if able) on how to use the existing closed loop E-Referral to the Quit Line and other resources	Regional TPEP	PCC, WIC, Nurse Home Visiting	07/21-06/23

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Policy Development and Adoption	10. Align the current tobacco screening and referral system with alcohol and other assessments for prenatal providers	Regional TPEP	Regional County PH & BH Staff & COHC RHIP groups	07/21-06/22
Policy Implementation and Maintenance	11. Monitor utilization of the Quit Line by pregnant women in Central Oregon	RHSC	PCC, WIC, Nurse Home Visiting	07/21-06/23
Communication	12. Create a data feedback loop for program staff that refer clients to the Quit Line using the closed loop e-referral	RHSC	Regional County PH & BH Staff	07/21-06/22
Communication	13. Create a system to identify and monitor local cessation resources for pregnant women callers in Central Oregon	RHSC	PCC, WIC, Nurse Home Visiting	07/21-12/21
Communication	14. Update materials that detail the Oregon Quit Line and other tobacco cessation services for pregnant women	RHSC	PCC, WIC, Nurse Home Visiting	07/21-06/23

Health System Strategy 2: By June 30, 2023, Central Oregonians – with an emphasis on behavioral health (BH) clients – will have increased access to tobacco cessation services via increased utilization of closed loop referrals and other best-practice services as identified.

History/Context/Current Status of Policy/Program Strategy: Individuals with a behavioral health condition are more likely to smoke than people without such a condition, and smoking rates are even higher among individuals with serious mental health disorders and addictions. People with behavioral health conditions account for over 200,000, or nearly half, of tobacco-related deaths each year. Research has shown that smoking can worsen symptoms and behavioral health outcomes, and quitting can improve mental health and substance use disorder treatment outcomes.¹ Behavioral and mental health providers are involved in the treatment of nicotine addiction, however anecdotal evidence shows tobacco use is seen as a lower priority than other substance misuse. The 2019-2021 Central Oregon Perinatal Tobacco Cessation project identified engagement with behavioral, mental health and substance use treatment providers as a potential opportunity for tobacco prevention and control. This project intends to partner with behavioral health, mental health and substance-use treatment providers to identify strategies to reduce tobacco use in their patient/client populations. These strategies could include increasing provider's knowledge on tobacco control in behavioral health settings, improved screening, health system and environmental policy changes, increasing referrals or e-referrals to the Quitline and improved embedding of tobacco cessation as part of treatment.

Milestones (optional):

Activity Category	Activity descriptions (add more rows as needed)	Responsible Party	Partners Engaged	Estimated Timeframe (M/Y) - (M/Y)
Assessment	1. Identify and assess behavioral health (BH) clinics readiness to expand closed- loop referrals for tobacco cessation and/or barriers for utilization	RHSC	Deschutes Co. BH, BestCare	07/21-12/21
Assessment	2. Conduct appropriate assessments, by utilizing a health equity lens, with clinicians and other staff working directly with behavioral health clients –and identifying vulnerable populations	RHSC	Deschutes Co. BH, BestCare, Central Oregon Diversity, Equity & Inclusion (CODEI) Committee	09/21-1/22
Assessment	3. Establish baseline for referrals to the Quitline for behavioral health clients and determine appropriate target to measure increased usage	RHSC	Deschutes Co. BH, BestCare	07/21-12/21
Policy Development and Adoption	4. Partner with BH partners to develop appropriate policy options based on assessment and prioritization process- to increase tobacco cessation referrals	RHSC & TPEP Coordinators	Deschutes Co. BH, BestCare	12/21-12/22

Policy Implementation and Maintenance	5. Assist in the beginning phase of implementation by utilizing a health equity lens while developing policies and practices of prioritized strategies to address increasing the rate of referrals to the Quitline or other tobacco cessation services-	RHSC	Deschutes Co. BH, BestCare, CODEI	1/23-6/23
Assessment	6. Gather feedback twice a year from BH partners to address needs	RHSC	Deschutes Co. BH, BestCare	7/22-6/23
Decision Maker Education	7. Present data and project progress to BH and PH Directors across region	RHSC & TPEP Coordinators	Deschutes Co. BH, BestCare	07/21-6/23
Partner Engagement	8. Attend and/ or host at least 4 meetings per year with behavioral health provider partners to provide TA on tobacco cessation services and receive input on community needs	RHSC & TPEP Coordinators	Deschutes Co. BH, BestCare, Rimrock, Mosaic	07/21-6/23
Partner Engagement	9. Advocate for universal language across internal health services staff when asking about smoking, chewing and vaping to route for cessation resources	Regional TPEP	Regional Health Depts. Central Oregon Health Council	07/21-6/23

Health System Strategy 3: By June 30, 2023, Central Oregon Health System partners will have increased access to tobacco cessation resources and services by implementing 2-3 cooperative agreements

History/Context/Current Status of Policy/Program Strategy:

This strategy is focused on increasing referrals to cessation services in community-based organizations and primary health care. Using cooperative agreements, we will partner with community-based organizations who serve populations that have high rates of tobacco use to identify health systems changes to increase access to the Quitline and other tobacco cessation services. Secondly, we will advocate for cessation services to be include in the developing Connect Oregon platform which will be used by predominantly by primary health care.

Milestones (optional):

Activity Category	Activity descriptions (add more rows as needed)	Responsible Party	Partners Engaged	Estimated Timeframe (M/Y) - (M/Y)
Partner Engagement	1. Attend relevant Central Oregon Health Council (COHC) workgroup meetings to advocate for tobacco cessation integration	Regional TPEP	COHC	07/21-06/23
Partner Engagement	2. Partner with CCO to support implementation of UniteUs Platform (Connect Oregon)	Regional TPEP	COHC, PacificSource	07/21-06/22
Policy Development and Adoption	3. Add Oregon Tobacco Quitline and other cessation services as a service referral into UniteUs when live	Regional TPEP	COHC, PacificSource	07/21-6/22
Partner Engagement	4. Identified interested CBOs through an LOI process that identify needs in promoting tobacco cessation and evidence based best practices	Regional TPEP	TBD	10/21-2/22
Partner Engagement	5. Meet with Central Oregon Diversity and Inclusion at least once per year to get feedback and identify areas for collaboration that promote equitable services	RHSC, Regional TPEP	COHC	10/21- 2/22
Policy Development and Adoption	6. Develop cooperative agreements with CBOs to incentivize/ promote tobacco cessation, closed loop referrals, tobacco-free places, and identify and eliminate tobacco-related disparities.	Regional TPEP	TBD	2/22-6/22
Policy Implementation and Maintenance	7. Provide TA to CBOs to implement effective evidence-based strategies.	RHSC & TPEP Coordinators	TBD	6/22-6/23

Policy Implementation and Maintenance	8. Monitor and Evaluate cooperative agreements	RHSC & TPEP Coordinators	TBD	6/22-6/23
Partner Engagement	9. Advocate for universal language across external health systems partners when asking about smoking, chewing and vaping to route for cessation resources	Regional TPEP	All health system partners	07/22-06/23

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: November 15, 2021

RE: Ochoco Ranger Station FLAP Agreement
Our File No.: Road 349

Enclosed is an MOA with the Federal Highway Administration, Western Federal Lands Highway Division (FHWA-WFL) to add a 2-inch hot asphalt concrete overlay, shoulder aggregate, guardrail adjustment, and striping to an 8.6 mile stretch of Ochoco Ranger Station Road. The total projected costs are \$2,427,000, with the County obligated for a 10.27% share, or \$249,253. The MOA envisions contracting for the work—following NEPA approval—in late 2022 and construction in 2023.

This MOA was discussed at length in a recent work session. Road Master O'Neal recommends its approval. Please let me know if you have any questions.

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

Federal Lands Access Program Project Memorandum of Agreement

Project / Facility Name: Ochoco Ranger Station Overlay Project

Project Route: 123 – Ochoco Ranger Station Road

State: OREGON

County: Crook

Owner of Federal Lands to which the Project Provides Access: Ochoco National Forest

Entity with Title or Maintenance Responsibility for Facility: Crook County, a political subdivision of the State of Oregon

Type of Work: The project is to include:

- Preliminary Engineering including environmental studies to support an environmental decision
- Construction Engineering / Contract Administration

This Agreement does not obligate (commit to) either party to the expenditure of public funds nor does it commit the parties to complete the project as the project is described herein. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the project development process and construction.

This agreement replaces Federal Lands Access Program Match Agreement dated: 01/22/2020 between FHWA-WFL and Crook County.

Parties to this Agreement: Crook County (hereinafter “CC”) and Federal Highway Administration, the Western Federal Lands Highway Division (FHWA-WFL).

The Program Decision Committee approved this project on 01/6/21.

AGREED:

Seth Crawford, Crook County Commissioner Date

Jerry Brummer, Crook County Commissioner Date

Brian Barney, Crook County Commissioner Date

Western Federal Lands Highway Division, FHWA-WFL Date

A. PURPOSE OF THIS AGREEMENT:

This agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and continued maintenance of the subject project. The purpose of the agreement is to identify and assign responsibilities for Project Development, Contract Advertisement, and Construction Administration as appropriate for this project, and to ensure continued maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process). Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program (FLAP) funds are used for the development or construction of this project, CC agrees to provide a matching share equal to 10.27% of the total cost of the project, as detailed more fully in Section J below.. No reimbursement will be made for expenses incurred prior to execution of the obligating document.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

CC has jurisdictional authority to operate and maintain the existing roadway facility and will operate and maintain the completed project at its expense.

D. OCHOCO NATIONAL FOREST COORDINATION:

CC has coordinated project development with the Ochoco National Forest unit of the United States Forest Service. The Ochoco National Forest unit's support of the project is documented in the Project Proposal by endorsing the proposal.

Each party to this agreement who has a primary role in the NEPA, the design phase, or the construction phase will coordinate with the Ochoco National Forest to include project development status updates, milestone Plans, Specifications and Estimate reviews for comment and invite them to the preconstruction and other construction project meetings .

E. PROJECT BACKGROUND / SCOPE:**General:**

The proposed project is on the Ochoco Ranger Station Road and includes a proposed two-inch asphalt overlay, plus shoulder aggregate, guardrail adjustment, and striping.

This project is proposed to be delivered by WFLHD in collaboration with Crook County, as described in this MOA. The USFS is the primary Federal Land Management Agency associated with this project. The project is located within parts of the Ochoco National Forest and provides direct access to the Forest. It also provides access to private farms, ranches, and residences.

This project is currently identified as a FY 2023 Construction ("CN") obligation project with Preliminary Engineering ("PE") beginning in FY 2021.

Background:

The Ochoco Ranger Station Road is a two-lane paved rural major collector that provides access to numerous recreation sites in the Ochoco National Forest, as well as private residences.

Scope:

The proposed scope includes an 8.6 mile 2-inch hot asphalt concrete overlay, shoulder aggregate, guardrail adjustment, and striping.

F. PROJECT BUDGET:

This is the anticipated budget for the project based on information developed to date. Federal Lands Access Program funds in conjunction with matching funds provided by CC will fund this project as detailed in Section K.

Item	Total	Comments
Preliminary Engineering including scoping and NEPA	\$238,400	Verify at preliminary phase and update as needed.
Construction Engineering (CE)	\$198,600	Verify at preliminary phase and update as needed.
Construction (CN)	\$1,890,000	Verify at preliminary phase and update as needed.
Construction Modifications (CM) Contingency	\$100,000	Reserved for construction phase.
TOTAL	\$2,427,000	

G. ROLES AND RESPONSIBILITIES:

CC

- Appoint a representative who will be the primary contact for FHWA-WFL's Project Manager.
- Provide appropriate match to all FLAP funds expended on the project as described in this MOA (see Section K).
- Provide existing ROW information documenting Crook County as the owner and/or maintainer of the Ochoco Ranger Station Road within the project limits.
- CC will be responsible for the acquisition of any rights-of-way and / or easements necessary to complete the project.
- Review milestone Plans, Specifications, and Estimate ("PS&E") packages and provide review comments to WFLHD.
- Provide concurrence to advertise project.
- Attend preconstruction meeting.
- Attend scheduled construction project status meetings.
- Attend pre-final construction completion project inspection to develop issue punchlist prior to project acceptance.
- Provide completed construction project acceptance.

FHWA-WFL

- Coordinate and complete the NEPA process.
- Obtain required project permits.
- Complete the project through final design PS&E.
- Advertise for and award a construction contract.

- Administer the construction contract through final project completion and acceptance.
- Keep CC informed of construction progress and quality or construction issues and involved with issue resolutions as appropriate.
- Resolve pre-final construction completion inspection issues punchlist with CC prior to seeking project acceptance.

H. **ROLES AND RESPONSIBILITIES – MILESTONE SCHEDULE:**

Schedule start/finish dates are estimated based on current knowledge and scheduled programmed year. Dates may be modified as the project is developed, as the parties may agree.

Responsible Lead	Product/Service	Schedule Start/Finish
FHWA-WFL	NEPA documentation	October 2021/April 2022
FHWA-WFL	NEPA Decision	30 days after complete & satisfactory documentation is provided
FHWA-WFL	30% PS&E	October 2021/ February 2022
FHWA-WFL	95% PS&E	April 2022/ July 2022
FHWA-WFL	100% PS&E	September 2022
FHWA-WFL	Advertise/Award	November 2022/January 2023
FHWA-WFL	Construction NTP	2023

I. **PROPOSED DESIGN STANDARDS:**

Criteria		Comments
Standard	Roadway Design Manual AASHTO – A Policy on Geometric Design	
Functional Classification	Rural Major Collector	
Surface Type	Asphalt	
Design Volume	1281 ADT	

Design exceptions to standards will be documented and sent to CC for concurrence.

J. FUNDING:

The project is funded by the Federal Lands Access Program administered by FHWA-WFL, with matching funds provided by CC as described below.

Funding Source	Amount	%	Comments
Federal Lands Access Funds	\$2,177,747		
Local Matching Share (CC)	\$ 249,253	10.27%	Cash
Total Projected Costs	\$2,427,000		

K. MATCHING SHARE REQUIREMENTS:

The purpose of this section is to document the intent of CC to meet its match requirement for the subject project as authorized under section 23 USC 201(b)(7)(B).

All FLAP expenditures associated with this project will need to be matched by a non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by CC.

CC has committed to the project. The forms of match shall be those consistent with the “Federal-Aid Guidance Non-Federal Matching Requirements” and as approved by FHWA-WFL. In the state of OREGON, the required match is 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified in the **Funding Plan** (below). Tapered Match is authorized because it will result in an earlier completion date.

Estimated costs and fiscal year (FY) for the funding are based on the best budgeting and scheduling information currently known. The final match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA-WFL receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Changes / Amendments / Addendums, if costs increase over the amount within this agreement, FHWA-WFL

will consult with and obtain CC's approval before incurring or creating an obligation of additional expenses.

Each party will maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount. The **Funding Plan** is as follows:

Agency	Phase	Form	Due (on or before)	Value	Comments
CC	PE, CN, CM	CASH	07/30/2022	\$249,253	

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Agency	Representative	Title	E-Mail	Phone Number
CC	Seth Crawford	Crook County Judge	seth.crawford@co.crook.or.us	(541) 447-6555
CC	Bob O'Neal	Road Master	bob.o'neal@co.crook.or.us	(541) 447-4644
FHWA-WFL	Craig Sanders	Project Manager	craig.sanders@dot.gov	(360) 619-7985
FHWA-WFL	Kirk Loftsgaarden	Project Management Branch Chief	kirk.loftsgaarden@dot.gov	(360) 302-1537

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned may include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; or changes that alter the level of effort or responsibilities of a party. Notwithstanding the composition of project team members, whether a change is "significant" enough to require an amendment may be determined by the parties or either party. The parties commit to consider

suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement (see Section O below).

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

CC	FHWA-WFL	Time
Bob O'Neal, Road Master	Craig Sanders, Project Manager	15 Days
Seth Crawford, County Judge	Kirk Loftsgaarden, Project Manager Branch Chief	15 Days

O. TERMINATION:

1. This agreement may be terminated by mutual written consent of all parties.
2. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change.
3. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: November 19, 2021

RE: IGA w/ Jefferson County re Veterans Services Officer
Our File No.: CT. CONTRACTS 247

In 2016, the County had an IGA with Jefferson County for Veteran Services assistance. Those services are being requested again.

Attached is the proposed IGA, based on the 2016 version. Jefferson has approved the IGA to form, which allows Crook to pay Jefferson if we ask for assistance, and it allows either party to terminate for convenience.

Please let us know if you have any questions.

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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between Jefferson County, a political subdivision of the State of Oregon, hereinafter referred to as "Jefferson," and Crook County, a political subdivision of the State of Oregon, hereinafter referred to as "Crook."

RECITALS

WHEREAS, Jefferson and Crook are authorized pursuant to ORS 190.003 through 190.110 to enter into Intergovernmental Agreements for the performance of any or all functions which a party to the Agreement has the authority to perform;

WHEREAS, both Jefferson and Crook find it beneficial to enter into this Agreement in order for Jefferson to provide Veterans Service Officer services to Crook on an "as-needed" basis, as more specifically set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE/DURATION

- 1.1 This Agreement is effective upon full execution.
- 1.2 This Agreement shall remain in effect until terminated in accordance with Section 2 of this Agreement.
- 1.3 This Agreement is subject to Jefferson County having personnel available at the time of the request.

2. TERMINATION

This Agreement may be terminated by either party upon 30 days' written notice to the other party. Termination under this section shall not affect any obligations or liability accrued prior to the effective date of termination.

3. STATEMENT OF WORK

- 3.1 Jefferson agrees to:
 - 3.1.1 Counsel and assist military veterans and their dependents or survivors. Work involves assisting and advising claimants in their pursuit of benefits from the US Department of Veterans Affairs (VA) and other agencies. Duties include studying and explaining State and Federal veterans legislation, regulations and procedures,

consulting with medical care providers, preparing veterans benefit claims, and consulting with other government agencies to ensure that eligible recipients are receiving the maximum level of assistance and benefits to which they are entitled.

3.1.2 Provide all services in accordance with a schedule approved by the parties.

3.1.3 Provide monthly invoices for all hours worked and mileage to be reimbursed.

3.2 Crook agrees to:

3.2.1 Submit timely requests for services providing as much advance notice as reasonably possible.

3.2.2 Pay invoices received within 30 days of receipt.

3.2.3 Crook shall pay Jefferson on a fee-for-service basis at the rate of the full employer costs (wages plus benefits) per hour for Veterans Service Officer services at the time the services were performed, plus vehicle mileage at the current rate designated by the Internal Revenue Service for tax purposes.

3.2.4 If the hours worked by a Jefferson employee for services performed under this Agreement exceeds 40 hours in a work week, Crook agrees to pay Jefferson for all hours worked by the employee in excess of 40 hours in a work week at the rate of 1½ times the hourly rate being paid to Jefferson for the services of the employee performing the services.

3.2.5 For the work to be performed under this agreement, Crook's performance of its obligations hereunder is conditioned upon Jefferson's compliance with the provisions of ORS 279B.220, 2798.230, and 2798.235, which are incorporated herein by this reference.

3.2.6 Payment for hours worked plus reimbursement for mileage shall be the complete compensation to Jefferson for services performed under this Agreement.

4. DELEGATION AND REPORTS

Neither Crook nor Jefferson shall delegate the responsibility for providing services hereunder to any other individual or agency without the written consent of the other party. Each party shall provide the other with periodic

reports at the frequency and with the information prescribed to be reported by either party.

5. ASSIGNMENT

Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either party.

6. BINDING EFFECT

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

7. AGENCY AND PARTNERSHIP

7.1. It is agreed by and between the parties that Crook or Jefferson, upon request, is carrying out a function on behalf of Jefferson or Crook, and the requesting agency has the right of direction or control of the manner in which Jefferson or Crook delivers services under this Agreement and exercises control over the activities of Jefferson or Crook when providing agreed upon services.

7.2. Neither party is, by virtue of this Agreement, a partner or joint venture 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.

8. INDEMNIFICATION

8.1. 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, Jefferson shall defend, save, hold harmless and indemnify Crook 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 Jefferson or its officers, employees, contractors, or agents under this Agreement.

8.2. 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, Crook shall defend, save, hold harmless and indemnify Jefferson 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 Crook or its officers, employees, contractors, or agents under this Agreement.

8.3. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Contract. Neither party shall be

liable for any damages of any sort arising solely from the termination of this contract or any part hereof in accordance with its terms.

9. 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.

10. ATTORNEY FEES

In the event an action, lawsuit, or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

11. NO WAIVER OF CLAIMS

The failure by any 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.

12. 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.

13. HEADINGS

The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.

14. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into and made a part of this Agreement.

///

15. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

16. ENTIRE AGREEMENT

16.1. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

16.2 This Agreement may not be modified or amended except by a writing signed by both parties.

17. COUNTERPARTS

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

Approved:

JEFFERSON COUNTY BOARD OF COMMISSIONERS

Mae Huston, County Commissioner
Date _____

Kelly Simmelink, County Commissioner
Date _____

Wayne Fording, County Commissioner
Date _____

Approved for Legal Sufficiency

Alexa Gassner, Jefferson County Counsel

Approved:

CROOK COUNTY COURT

Seth Crawford, County Judge
Date _____

Jerry Brummer, County Commissioner
Date _____

Brian Barney, County Commissioner
Date _____

Approved for Legal Sufficiency

Eric Blaine, Crook County Counsel

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: November 19, 2021

RE: CDC Closing the Gap Grant - Subcontract
Our File No.: HEALTH 188

On November 3, 2021, the Court signed off on a grant from the DHS and CDC in the amount of \$124,976. The grant is designed to solve food security gaps and strengthen community-clinical linkages with access to food and nutrition programs.

Katie Plumb has coordinated with High Desert Food and Farm Alliance (HDFFA) to subcontract for the following provisions of certain administrative services required by the grant:

- Logistical support for the meetings;
- Tasks as assigned by the Leadership Team such as research or conducting surveys;
- Meeting minutes;
- Keeping assigned leadership Team members on schedule;
- Coordinating meetings outside of the Leadership Team; and
- Providing miscellaneous support

The cost of HDFFA's services is not exceed \$31,326.

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

SUBCONTRACT FOR GRANT ADMINISTRATIVE DUTIES

This subcontract for administrative services (hereinafter the “Subcontract”) is executed by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”) and High Desert Food and Farm Alliance, an Oregon non-profit corporation (hereinafter “HDFFA”). County and HDFFA may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. WHEREAS, County is the recipient of certain grant funds through the Centers for Disease Control and Prevention entitled “Improving Nutrition / Food Security and Community-Clinical Linkages for Rural Centra Oregon Communities Through Multi-Sector Collaboration (hereinafter “the Grant”); and
- B. WHEREAS, County wishes to subcontract for the provisions of certain administrative services the Grant requires, and HDFFA is willing and capable of performing those services; and
- C. WHEREAS, the Parties wish to memorialize their agreement as provided herein.

AGREEMENT

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

1. Incorporation of Recitals: The above Recitals are made a part of this Subcontract, as terms of contract and not mere recitals.
2. Effective Date: This Subcontract is effective on the date when signed by both Parties.
3. Duration: Unless sooner terminated as described herein, this Subcontract will continue in force through September 29, 2022.
4. Payment: Provided that HDFFA has delivered to County a completed W-9 form, County will remit to HDFFA on a per-hour-worked basis. HDFFA’s fee as follows:
 - a. One 0.5 FTE paid at a rate of \$18.50 per hour plus 15% for benefits (not to exceed \$22,126.00).
 - b. One 0.25 FTE paid at a rate of \$50.00 plus 15% for benefits, plus an extra 40 hours of support at the beginning of the subcontract (not to exceed \$9,200.00).

The total due to HDFFA will not exceed \$31,326.00.

5. Definitions: Leadership Team: A group of approximately twenty (20) regional stakeholders representing entities engaged in addressing food security and nutritional security needs for residents of Crook, Deschutes, Jefferson, and northern Klamath counties, and the Confederated Tribes of Warm Springs.
6. Administrative Services: HDFFA will provide the following services: logistical support for the meetings; tasks as assigned by the Leadership Team such as research

- or conducting surveys; meeting minutes; keeping assigned Leadership Team members on schedule; coordinating meetings outside of the Leadership Team; and providing miscellaneous support.
7. Independent Contractor: By its execution of this Subcontract, HDFFA certifies its status as a "Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Contractor under the terms of this Subcontract shall be performed in accordance with the standards set forth in ORS 670.600.
 8. Authorized Signatures Required: Only those persons authorized by County may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of County. All persons doing business with County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for County has been duly authorized.
 9. Compliance With The Laws: HDFFA agrees to comply with the provisions of this contract, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules.
 10. Protection of Personal Information: If HDFFA obtains any personal information as defined in ORS § 646A.602(11) related to this Subcontract or concerning any County employee, HDFFA agrees to provide appropriate safeguards to protect the security of this information. HDFFA shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS §646A.622.
 11. Entire Subcontract: This Subcontract signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives.
 12. Amendments: This Subcontract may be supplemented, amended or revised only in writing signed by both Parties.
 13. Assignment/Subcontracting: Neither party may assign or subcontract this Subcontract, in whole or in part, without the prior written consent of the other party.
 14. Termination: For cause or material breach of this Subcontract, either Party may terminate this Subcontract upon thirty (30) days' prior written notice to the other Party. Termination will not prejudice any right or claim which accrued prior to termination.
 15. No Authority To Bind The Other Party: Neither Party has authority to enter into contracts on behalf of the other Party. This Subcontract does not create a partnership between the Parties.
 16. Governing Law and Venue: Any dispute under this Subcontract shall be governed by Oregon law with venue being located in Prineville, Oregon.
 17. Severability: If any part of this Subcontract shall be held unenforceable, the rest of this Subcontract will remain in full force and effect.

- 18. Conditions concerning payment, contributions, liens, withholding. Pursuant to ORS 279B.220, HDFFA shall:
 - a) Make payment promptly, as due, to all persons supplying to the HDFFA labor or material for the performance of the work provided for in the contract.
 - b) Pay all contributions or amounts due the Industrial Accident Fund from the HDFFA or subcontractor incurred in the performance of the contract.
 - c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

- 19. Condition concerning payment for medical care and providing workers' compensation. Pursuant to ORS 279B.230, HDFFA shall:
 - a) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Employee, of all sums that HDFFA agrees to pay for the services and all moneys and sums that HDFFA collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
 - b) Comply with ORS 656.017 or if not exempt under ORS 656.126.

- 20. Attorney Fees: In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Subcontract, each party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

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

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

ACCEPTED FOR COUNTY:

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

ACCEPTED FOR HIGH DESERT FOOD AND FARM ALLIANCE:

Katrina Van Dis
 By: _____
 Print: Katrina Van Dis
 Title: Executive Director
 Date: 11 / 17 / 2021

**AMENDMENT NO. 2 TO LEASE AGREEMENT
Staging Area (7-acres)**

This Amendment No. 2 to Lease Agreement for a temporary Staging Area (“Amendment No. 2”) is entered into this ____ day of _____ 2021, by and between Crook County, a political subdivision of the State of Oregon (“County”), and Taylor Northwest LLC, an Oregon limited liability company (“Taylor NW”), collectively, “the Parties.”

RECITALS

A. WHEREAS, County and Taylor NW are parties to that certain Staging Area Lease Agreement dated May 29, 2020, for approximately 7-acres of real property informally known by the Parties as “the Northwest property;” and

B. WHEREAS, as originally written, the lease for the Northwest property required payment of rent on an annual basis; and

C. WHEREAS, the Parties wish to amend the lease for the Northwest property to provide for the payment of rent on a monthly basis.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, Taylor NW and County agree as follows:

Section One: The Recitals listed above are incorporated herein by reference, as terms of contract and not mere recitals.

Section Two: Upon the effective date of this Amendment No. 2, section 8 of the lease agreement for the Northwest property is deleted, and replaced with the following:

8. Rent. Taylor NW shall pay to the County as rent for the 7 acres to be used for staging (known by the parties informally as “the Northwest property), the sum of **TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00)** per month.

Monthly rental payments are due on the first day of each month until the expiration or earlier termination as set forth herein.

The parties further acknowledge that the Leased Premises has not been surveyed and that any error in the actual number of acres shall not result in any future rent adjustments.

In the event that Taylor NW terminates this Lease Agreement before the next monthly payment is due, any prepaid rent shall be retained by County and shall not be reimbursable to Taylor NW.

Section Three: Except as amended by this Amendment No. 2, all other terms of the Agreement as previously amended by Amendment No. 1 remain in full force and effect.

Section Four: This Amendment No. 2 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, Taylor NW and County have executed this Amendment No. 2 effective _____, 2021.

TAYLOR NW CONSTRUCTION, INC.

CROOK COUNTY

Business

Name: Taylor Northwest LLC

Seth Crawford, County Judge

By: _____

Jerry Brummer, County Commissioner

Print Name

Its: _____

Brian Barney, County Commissioner

Date: _____

Contractor's CCB #: 159999

Date: _____

Phone: 541-382-7887

18500 Bull Springs Rd

Address

Bend OR 97703

City

State

Zip

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: November 22, 2021

RE: Amendments to Historical Society Agreements
Our File No.: Bowman 17

Enclosed please find an Amendment to Security Agreement (the "SA Amendment") and an Amendment to Contract for Services, both executed by the Crook County Historical Society (Society). The SA Amendment was drafted to clarify each party's respective role as we work together to construct the new Exhibition Center. Under the new terms:

- Society pays for all improvements and renovations, which will thereafter become property of the County;
- County procures and administers all contracts related to the Exhibition Center;
 - Both the Museum's Executive Director and one Society board member will be part of any evaluation committees;
- County will share the work product with Society at architectural and CM/GC major milestones to make sure the parties are on the same page;
- Following completion of the project, the Exhibition Center building will be a "Museum Property" under our Contract for Services and County will be responsible for maintenance and janitorial services;
- Society remains responsible for installation and repair of fixtures, non-fixtures, and any damage beyond normal wear and tear.

The Contract for Services was amended to remove any reference to the activities more comprehensively addressed in the SA Amendment. Society has executed the documents and Sandy Cohen recommends their approval.

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

AMENDMENT to CONTRACT for SERVICES
between
CROOK COUNTY HISTORICAL SOCIETY and CROOK COUNTY

This Amendment to Contract for Services (Amendment) is by and between Crook County Historical Society, Inc. a domestic nonprofit corporation (Society) and Crook County, a political subdivision of the State of Oregon (County).

RECITALS

WHEREAS, Society and County are parties to that certain Contract for Services between Crook County Historical Society and Crook County (the "Contract") effective on or around December 2, 2020;

WHEREAS, Society and County are also parties to that certain Security Agreement made on or around August 3, 2016 and recorded in the Crook County Official Records as document number CJ2016-077;

WHEREAS, Society and County are collaborating on a significant improvement to the real property that is the subject of the Security Agreement and are contemporaneously executing an amendment to that Security Agreement to more accurately reflect the rights and obligations of the parties as it relates to capital improvements; and

WHEREAS, Society and County wish to amend the Contract to align with the amendment to the Security Agreement by removing language more comprehensively addressed in the Security Agreement.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, Society and County agree as follows:

Section One: The Recitals listed above are incorporated herein by reference.

Section Two: The ninth bullet point of section IV.A. and the fifth bullet point of section IV.B. of the Contract are hereby deleted.

Section Three: Except as amended herein, all other terms of the Contract remain in full force and effect.

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

///

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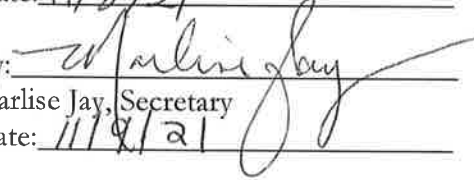
IN WITNESS WHEREOF, Society and County have executed this Amendment effective the date last signed below.

Society

By: 

Suzie Kristensen, President

Date: 11/8/21

By: 

Marlise Jay, Secretary

Date: 11/9/21

Crook County Court

By: _____

Seth Crawford, County Judge

By: _____

Jerry Brummer, County Commissioner

By: _____

Brian Barney, County Commissioner

Date: _____

After Recording Return to:
John Eisler, Asst. County Counsel
300 NE Third Street
Prineville, OR 97754

AMENDMENT TO SECURITY AGREEMENT

THIS AMENDMENT TO SECURITY AGREEMENT (Amendment) is entered into as of the date last signed below, by and between Crook County, a political subdivision of the State of Oregon (County), and the Crook County Historical Society, Inc. (a/k/a “Crook County Historical Society” referred to hereafter as “Society”), a domestic non-profit organization, its successors and assigns. County and Society shall collectively be referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. The Parties entered into a Security Agreement (the “Agreement”) on or about August 3, 2016 and recorded in the official records of Crook County, Oregon, as document number CJ2016-077 to secure a promissory note and establish the relationship of the Parties as it relates to the real property and improvements known as the Han’s Pharmacy building.
- B. County soon thereafter acquired title to the Han’s Pharmacy building via statutory warranty deed, executed August 17, 2016, and recorded in the official records of Crook County, Oregon, as document number 2016-275798.
- C. The Parties executed a Contract for Services between Society and County (the “Contract for Services”) on or about December 2, 2020, as it may be amended from time to time, to operate Bowman Museum and Museum Properties.
- D. Society has raised funding sufficient to proceed with a major capital improvement project for the Han’s Pharmacy building.
- E. The Parties wish to alter and clarify the respective roles in the Agreement as it relates to capital improvements by executing this Amendment.

AGREEMENT

NOW, THEREFORE, County and Society, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, consent and agree to amend the Agreement as follows:

1. Paragraph 8 of the Agreement shall be amended to read as follows:
Society shall maintain Han’s Pharmacy in good repair at Society’s expense. Regular and routine maintenance of Han’s Pharmacy, including exterior painting, replacement of broken glass, repair of exterior masonry

including sidewalks and curbs, maintenance of plumbing facilities, maintenance of electrical facilities, and maintenance of the HVAC system will be performed by Society. Should Society wish to make substantial improvements or renovations to Han's Pharmacy, the Parties agree:

- a. *All such improvements and renovations will be at Society's sole expense and thereafter become property of County. County will submit periodic invoices to Society for any improvements and renovations under this paragraph performed by County or a third party, which Society shall pay within 30 days.*
- b. *Procurement and contracting for improvements and renovations will be the responsibility of County, at County's sole discretion, following a written request detailing the type, nature, total budget, and potentially, a preliminary design from Society. All procurements, contracts, and resulting structures shall be in conformance with the laws, regulations, rules, and standards applicable to County-owned buildings. In the event a procurement involves an evaluation committee to select a preferred vendor, the Bowman Museum's Executive Director and one Society board member, selected by Society, shall be evaluation committee members. County agrees that it shall not enter into any agreement exceeding the total budget presented by Society for that portion of the project without Society's written approval.*
- c. *County will share with Society the architectural drawings at each phase of development (i.e., preliminary, schematic, design development, and construction documents) for Society's approval before proceeding to the subsequent phase. Should Society not approve of the documents as submitted, County and Society agree to meet and cooperatively address any preferred revisions. Following said meeting and any discussions with the architect, should Society not agree with the documents, County may, with Society's written approval, terminate any existing contractual obligations relating to the project at Society's expense.*
- d. *County will share with Society cost estimates provided by any contracted Construction Manager / General Contractors or other construction professionals (collectively, a "CMGC"), including, if applicable, a gross maximum price (GMP) for the project. Society will provide County with its written approval of the GMP or request a meeting of the Parties to amend the GMP. Following said meeting and any discussions with the CMGC, should Society still not approve of the GMP, County may, with Society's written approval, terminate any existing contractual obligations relating to the project at Society's expense.*
- e. *Society shall defend and indemnify County for any and all actions in tort or contract by a third party arising out of the obligations described in this paragraph, except for those resulting from County's gross negligence.*
- f. *Following such improvements and renovations, should Han's Pharmacy be used thereafter for museum purposes, it shall be identified thereafter as the "Han's Improvements" and deemed a Museum Property under the Contract for Services and the Parties will adhere to the Contract for Services as it relates to maintenance and janitorial obligations.*
- g. *Society shall be responsible for interior painting and for placement, repair, and maintenance of all fixtures placed by Society on or in Han's Pharmacy or Han's Improvements, and for repair and maintenance of any damage caused therein as a result of Society's use, other than ordinary wear and tear. Society shall be solely responsible for insuring the non-fixture contents of Han's Pharmacy and Han's Improvements, including but not limited to museum exhibits.*

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: November 22, 2021

RE: Supplemental Services with Pinnacle Architecture
Our File No.: Ct. Contracts 281

Enclosed is Supplement Services #02 (SS2) with Pinnacle Architecture for their work at the Justice Center. The SS2 document increases the fee owing to Pinnacle by \$768,680, primarily because of the increase in the square footage from the original design and the increase in associated services (structural, MEP, and architectural). Other increases include services related to the Beaver Street Improvements and ASR2 or Seed Analysis and Two-Way Communication.

Please let me know if you have any questions.

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

Approved this ____ day of _____ 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner



ENHANCING LIVES AND COMMUNITIES
INTEGRITY • INNOVATION • COLLABORATION

SUPPLEMENTAL SERVICES #02

In accordance with the AGREEMENT date: 1/6/2021

Between **Crook County**

And: **Pinnacle Architecture, Inc.**

Project #: 2036.CCJ

Project Name: Crook County Justice Center

- Authorization is Given to:
- proceed with additional services as described below.
 - proceed with revision to Basic Scope of Work as described below.
 - to incur Reimbursable Expenses.

1. Phase II service increase due to building size and complexity – **\$685,000**
 - o Includes increased services for TKS1C (Structural), PAE (MEP), KMB and Pinnacle (Architectural)
2. Additional work associated with Beaver Street Improvements **\$39,000**
 - o Includes services for HHPR (Civil & Landscape), KMB and Pinnacle (Architectural)
3. Additional services proposed ASR2 or Seed Analysis and Two-Way Communication - **\$44,680**
 - o Includes Services for PAE (MEP), KMB and Pinnacle (Architectural)

AS FOLLOWS:

The following adjustments shall be made to the compensation and time:

Phase I Contract Amount	507,018.00
Phase II - Original Contract Amount	2,257,500.00
Amount Changed by previously authorized Agreements	2,200.00
Contract Sum prior to this Supplemental Service	2,766,718.00
Amount changed by this Supplemental Service	768,680.00
New Contract Sum including this Supplemental Service	\$3,535,398.00

Prompt written notice is required if the services indicated are not needed.

Submitted by:

Briana Manfrass

Digitally signed by Briana Manfrass
DN: C=US, E=briana@parch.biz,
O="Pinnacle Architecture, Inc.",
CN=Briana Manfrass
Reason: Crook SS#2
Date: 2021.11.18 12:12:12-08'00'

Signature

Date

AUTHORIZATION IS GIVEN OR NOTIFICATION IS ACKNOWLEDGED BY:

Signature

Date

Agreement #169507



**THIRD AMENDMENT TO OREGON HEALTH AUTHORITY
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Third Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to e.g. modify the Fiscal Year 2022 (FY22) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to e.g. modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. This Amendment is effective on September 1, 2021, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
<u>PE 01-08</u> COVID Wrap Direct Client Services	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 51-03</u> ARPA WF Funding	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y

- b. Section 1 of Exhibit C of the Agreement, entitled “Financial Assistance Award” for FY22 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY22)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
 - c. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. Signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Signature: _____

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

Date: _____

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 27, 2021. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Signature: _____

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: _____

Attachment A
Financial Assistance Award (FY22)

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	2) Issue Date Wednesday, September 1, 2021	This Action Amendment FY 2022
		3) Award Period From July 1, 2021 through June 30, 2022

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$6,857.00	\$20,970.00	\$27,827.00
PE01-07	ELC ED Contact Tracing	\$0.00	\$48,810.00	\$48,810.00
PE01-08	COVID Wrap Direct Client Services	\$0.00	\$15,020.00	\$15,020.00
PE01-09	COVID-19 Active Monitoring - ELC	\$0.00	\$626,396.00	\$626,396.00
PE01-10	OIP - CARES	\$85,186.00	\$166,620.00	\$251,806.00
PE04-02	Community Chronic Disease Prevention	\$30,000.00	\$0.00	\$30,000.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$69,772.00	\$0.00	\$69,772.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$125,254.00	\$0.00	\$125,254.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$61,250.00	\$0.00	\$61,250.00
PE40-01	WIC NSA: July - September	\$50,023.00	\$0.00	\$50,023.00
PE40-02	WIC NSA: October - June	\$138,569.00	\$0.00	\$138,569.00
PE40-05	Farmer's Market	\$2,252.00	\$0.00	\$2,252.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,089.00	\$0.00	\$2,089.00
PE42-04	MCAH Babies First! General Funds	\$6,678.00	\$0.00	\$6,678.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-06	MCAH General Funds & Title XIX	\$3,919.00	\$0.00	\$3,919.00
PE42-11	MCAH Title V	\$20,480.00	\$0.00	\$20,480.00
PE42-12	MCAH Oregon Mothers Care Title V	\$10,757.00	\$0.00	\$10,757.00
PE42-14	Home Visiting	\$16,560.00	\$0.00	\$16,560.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,315.00	\$0.00	\$10,315.00
PE43-06	CARES Flu	\$0.00	\$0.00	\$0.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$106,760.00	\$0.00	\$106,760.00
PE46-05	RH Community Participation & Assurance of Access	\$16,080.00	\$0.00	\$16,080.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$37,496.00	\$0.00	\$37,496.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$11,170.00	\$119,727.00	\$130,897.00
PE51-03	ARPA WF Funding	\$0.00	\$50,315.00	\$50,315.00
PE62	Overdose Prevention-Counties	\$29,717.00	\$0.00	\$29,717.00
		\$901,184.00	\$1,047,858.00	\$1,949,042.00

5) Foot Notes:	
PE01-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE01-01	9/1/21: Prior comment null and void. Funding is now for FY22 7/1/2021-6/30/2022.
PE01-07	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-08	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-09	9/1/2021: Funds are available 7/1/2021 - 06/30/2023
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2021 - 6/30/2024. Any unspent funds as of 6/30/22 will be rolled over into the FY23 award. Please see provided budget guidance for more details on roll over information.
PE40-01	5/2021: All SFY2022 Q1 funding award needs to be spent down by 9/30/2021. No unspent funds carryover to Q2-4 period is allowed.
PE40-02	5/2021: SFY2022 Q2-4 funds need to be spent by 6/30/2022.
PE40-05	7/2021: Funds will be paid in two installments in August and October of 2021.
PE43-06	9/1/2021: Activities funded under PE43-06 are the same as PE01-10. Please use PE43-06 funds first and if possible, use by 6/30/2022. No additional funds will be added to PE43-06. Current FY22 awards are a rollover of unspent FY21 awards.
PE51-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE51-01	9/1/21. Prior comment null and void. Award is for FY22 7/1/2021-6/30/2022.

6) Comments:	
PE01-07	9/2021: SFY22 Rollover of unspent funds from FY21
PE01-08	9/2021: Rollover of unspent FY21 award to FY22
PE01-09	9/2021: Rollover of unspent funds from FY21 to FY22
PE01-10	9/2021: Rollover of Unspent funds 166,620 from FY21 to FY22
PE40-01	5/2021: SFY22 Q1 funding: Spend \$10,005 on Nutrition Ed, \$1,426 on BF Promotion
PE40-02	5/2021: SFY2022 Q2-4 funding: spend \$ on Nutrition Ed, \$4,278 on BF Promotion
PE40-05	07/2021: WIC FDNP Season 2021. Funds must be spent by 12/31/2021.
PE42-14	SFY22 Initial: Award is for the period of 7/1/2021 to 12/31/2021
PE44-02	7/2021: Funding for 21-23 Youth-Led Grants
PE51-01	9/2021: added funding for FY22
PE62	08/2021: Prior comment null and void. \$9,340 available September 1- 30, 2021 only. \$20,377 must be spent between July 1-August 31, 2021 and is not eligible for carry forward; 5/2021: This award is for July 1-August 31, 2021 only.

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

Attachment C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE01-07 ELC ED Contact Tracing	
Federal Award Identification Number:	NU50CK000541
Federal Award Date:	5/18/2020
Budget Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Epidemiology and Laboratory Capacity (ELC)
Total Federal Award:	98,897,708
Project Description:	Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Total Approved Budget (match the NOA Budget period): 98,897,708 Indirect Rate (Budgeted):
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	53708
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$48,810.00	\$48,810.00

PE01-08 COVID Wrap Direct Client Services	
Federal Award Identification Number:	NU50CD000541
Federal Award Date:	5/18/2020
Budget Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Epidemiology and Laboratory Capacity
Total Federal Award:	98,897,708
Project Description:	Epidemiology and Laboratory Capacity
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	53868
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$15,020.00	\$15,020.00

PE01-09 COVID-19 Active Monitoring - ELC

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	01/13/2021
Budget Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Oregon 2020 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Total Federal Award:	348,002,156
Project Description:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Awarding Official:	Mrs. Janice Downing
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	53708
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$626,396.00	\$626,396.00

PE01-10 OIP - CARES

Federal Award Identification Number:	NH23IP922626	
Federal Award Date:	01/15/2021	3/31/21
Budget Performance Period:	7/1/2019-6/30/2024	7/1/2019-6/30/2024
Awarding Agency:	CDC	CDC
CDFA Number:	93.268	93.268
CFDFA Name:	Immunization Cooperative Agreements	Immunization Cooperative Agreements
Total Federal Award:	38,110,851	38,627,576
Project Description:	Immunization and Vaccines for Children	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity	Divya Cassity
Indirect Cost Rate:	17.64	17.64
Research and Development (T/F):	FALSE	FALSE
PCA:	53120	53895
Index:	50404	50404

Agency	DUNS No.	Amount	Amount	Grand Total:
Crook	557315405	\$166,620.00	\$85,186.00	\$251,806.00

PE51-03 ARPA WF Funding

Federal Award Identification Number:	NU90TP922194
Federal Award Date:	5/19/2021
Budget Performance Period:	07/01/2021-06/30/2023
Awarding Agency:	CDC
CDFA Number:	93.354
CFDFA Name:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
Total Federal Award:	25,667,917
Project Description:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
Awarding Official:	Sylvia Reeves
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	50272
Index:	50107

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$50,315.00	\$50,315.00

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 169507-3 , hereinafter referred to as "Document."

I, <u>Seth Crawford</u>	<u>Crook County Judge</u>
Name	Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Crook County by email.

Contractor's name

On 12/01/2021 ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

	12/01/2021
Authorizing signature	Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

Crook County

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



December 1, 2021

Cheryl Seely
 Crook County Election Office
 Crook County Courthouse
 300 NE Third Street, Rm 23
 Prineville, OR 97754

Subject: Notification of Election Results for the November 2, 2021 Election

This is to verify receipt of the abstract of votes from you on November 22, 2021, and to notify you of our determination of it as the official election results.

Dated this 1st day of December, 2021.

CROOK COUNTY COURT, OREGON

By: _____

Name: Jerry Brummer

Title: Crook County Commissioner

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: November 23, 2021

RE: Order 2021-57 Dismissing Flat Rock Road District
Our File No.: Clerk 79(A)

The County Court passed Order 2021-36 in August of this year calling for an election on whether or not the voters were in favor of the formation of the Flat Rock Road District, which would have replaced the existing Flat Rock Road Maintenance District and would have had taxing authority. The question was presented to the voters on November 2, 2021, via Ballot Measure 7-75. The vote resulted in a 1 to 1 tie.

As a majority of the voters were not in favor of the formation of the district, ORS 198.820 directs the County to enter an order dismissing the petition within 30 days of the election. Enclosed is Order 2021-57 dismissing the petition for the formation of Flat Rock Road District. Please let me know if you have any questions.

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

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

**ORDER DISMISSING PETITION FOR
FLAT ROCK ROAD DISTRICT**

ORDER 2021-57

WHEREAS, on June 2, 2021, the Crook County Court found an election required pursuant to ORS 198.810(4) to determine whether the majority of voters were in favor of the formation of the Flat Rock Road District;

WHEREAS, pursuant to Order 2021-36, as amended, the question on the formation of the Flat Rock Road District was placed on the November 2, 2021 ballot;

WHEREAS, the results of the election from Ballot Measure 7-75 demonstrate that a majority of the voters were not in favor of establishing and forming the Flat Rock Road District; and

WHEREAS, under ORS 198.820(1), when a majority of the votes cast are not in favor of establishing a special district, the County Court shall enter an order dismissing the petition.

THEREFORE, the Crook County Court adopts the recitals above, and **ORDERS** and **DIRECTS**, based upon the above recitals, the following:

Section 1: The petition for the Formation of Flat Rock Road District with Permanent Tax Rate is hereby dismissed.

Signed and dated this 1st day of December 2021.

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner



Cover Letter of Intent to **George Millican Road MOU / Support of Freight Industry** **December 2021**

This updated Letter of Intent (LOI) reinforces the standing commitment of Deschutes County, Crook County, and the Oregon Department of Transportation's Region 4 (the "Partners") for George Millican Road (GMR) to fully support the Freight Industry.

GMR is an important freight route within Central Oregon's transportation system, accommodating freight movement and providing a well-used route for over dimension freight movement away from urban areas and away from unaccommodating rural routes in both Deschutes and Crook. This function provides a significant benefit for all three of us the Partners.

In order to extend this commitment into the foreseeable future, we have completed a Memorandum of Understanding (MOU) among the three Partners, reinforcing the long-term functionality, and continuing current operations and decision-making expectations, permitting, etc., of GMR in support of the trucking industry:

1. As an important regional freight route, especially for oversize loads.
2. Sustaining the route's existing condition and *vehicle carrying capacity* (over width, overweight, over length and over height).
3. With solid communication among ourselves and all affected stakeholders if there is a potential need for temporary reduction to the *vehicle carrying capacity* or temporary work zone restrictions.
4. Continuing to provide snow/ice removal at the current level of service.

A focus area in developing the MOU was addressing a list of GMR freight trucking usage needs provided by Oregon Trucking Association (OTA) representatives, where we worked to ensure expectations were clearly understood and appropriately applied, for

example in establishing roles and responsibilities, designations, etc., among us the Parties. The following outlines how the MOU addresses each of the OTA usage need items provided by email on December 29, 2021:

- *There shall be no reduction in vehicle carrying capacity, including vehicle weight, without the consultation and consent of the freight industry. Millican Road will continue to allow the same size vehicles allowed prior to the roundabout constructed on US20 (Ward/Hamby), after construction, this includes loads allowed by blanket authorization and those approved on a case by case basis.*

AND

- *If a future project has a potential to restrict the size and weight of oversize loads permanently, Crook and Deschutes Counties will engage ODOT Region 4 and the Statewide Project Delivery Branch/Mobility to discuss impacts and/or mitigations.*

The MOU sets the expectation of sustaining the route's existing condition and vehicle carrying capacity (e.g., same size loads as today).

It also identifies that ODOT and the two Counties will coordinate closely in following a consultation process very much in alignment with current ODOT *Stakeholder Forum* practices and supporting guidance in addressing any potential reduction in vehicle carrying capacity actions.

The key difference is the decision making for permanent changes will continue to reside ultimately with the applicable Road Authority (i.e., each County for GMR, instead of ODOT). This is with an understanding and intent that the Counties each have very collaborative stakeholder engagement opportunities, accessibility to staff, and accessibility to their elected Boards, above and beyond any expectations of working with ODOT, the Mobility Advisory Committee, and Stakeholder Forum practices.

Although consensus, collaboration, and continued full support is clearly the expectation, as with OAR 731-12 for ODOT, neither County will change their defined authorities to require consent from the freight industry, as a pre-defined condition to move forward with any proposed action. This in the context of their processes noted above, and with recent acknowledgement by ODOT and OTA representatives that all potential reduction proposals that have moved forward to date have been resolved between ODOT and the Stakeholder Forum by consensus, and we expect this will continue.

- *Permit requirements for Millican Road shall be no more restrictive than that of Hwy 20.*

The MOU identifies that ODOT and Crook County (also covering for Deschutes County) are committed to continue OR 126, US 20, and GMR coordination of over-dimensional permitting practices and services at the same functional levels that have been working for the freight industry over the past fifteen years. Also note, ODOT and Crook County are open to feedback from the freight industry, and working any issues to improve permit-related support and service.

- *There shall be no other restrictions imposed on trucks more restrictive than that of Hwy 20.*

The MOU identifies that ODOT and the Counties will ensure a coordinated balance of continuing expectations and needs for freight across OR 126, GMR, and US 20.

- *Oversize loads shall continue to be allowed on US 20, through the roundabout, they may be evaluated by the District based on the specific characteristics of the load and hauling equipment. Concrete beam haulers that have historically been approved to move up to 200 feet through this corridor will continue to be accommodated with the appropriate hauling equipment.*

The MOU identifies that ODOT will ensure this need is met.

- *Before imposing restrictions due to construction on Millican Road, Crook and Deschutes Counties will engage with ODOT Region 4 to coordinate projects and ensure one route is open at all times.*

The MOU identifies that ODOT and the Counties will ensure this need is met.

- *...Memorandum of Understanding...ensuring snow and ice removal shall be at the same standard as that of Hwy 20.*

The MOU identifies that Crook County (also covering for Deschutes County) is committed to continue ensuring snow and ice removal practices and services at the same functional levels that have been working for the freight industry over the past fifteen years. Note, ODOT and the Counties closely coordinate and support each other on snow and ice removal across their routes.

We ODOT and both Counties anticipate good faith and collaborative discussions will continue into the future, even when we the three jurisdictions find ourselves in disagreement on specific issues, involving all affected internal and external stakeholders among our organizations as appropriate, on all aspects of freight mobility related to GMR.

Deschutes County

Department of Transportation Region 4

By _____
Chris Doty, Road Department Director

By _____
Gary Farnsworth, Region 4 Manager

Date _____

Date _____

Crook County

By _____
Bob O'Neal, Road Master

Date _____

MEMORANDUM OF UNDERSTANDING
George Millican Road Support of Freight Industry

This Memorandum of Understanding (MOU) is made and entered into by and between the State of Oregon by and through its Department of Transportation, hereinafter referred to as "State;" Deschutes County, by and through its elected officials, hereinafter referred to as "Deschutes County", and Crook County, by and through its elected officials, hereinafter referred to as "Crook County," all herein referred to individually or collectively as the "Party" or "Parties".

RECITALS

1. George Millican Road (GMR) is a 30-mile long county road connecting OR 126 in Crook County to US 20 in Deschutes County. The section of GMR from mile-points 0.00 to 23.04 is located in Crook County and under the jurisdiction of the Crook County Road Department; the section from mile-point 23.04 to 30.07 is located in Deschutes County and under the jurisdiction of the Deschutes County Road Department. Jurisdictional boundaries are approximately as shown the map attached hereto, marked Exhibit A.
2. GMR is an important freight route within Central Oregon's transportation system, accommodating freight movement and providing a well-used route for over dimension freight movement away from urban areas and away from unaccommodating rural routes in both Deschutes and Crook. This function provides a significant benefit for Crook County, Deschutes County, State, and the Freight Industry.
3. The 15-mile southern section of GMR was constructed in 2005, creating a direct connection between US Highway 20 near Millican in Deschutes County and OR 126 at the City of Prineville in Crook County, for the primary purpose of serving freight trucking.
4. In 2016, by means of State Cooperative Improvement Agreement 30429, Crook County, Deschutes County, and State, along with the Federal Highway Administration, invested approximately \$7,500,000 in pavement reconstruction for the northern section of GMR in Crook County, with the primary purpose of serving freight trucking. Agreement 30429 States: "George Millican Road provides an important connect between US 20 and OR 126 for freight movement...."
5. Crook County and Deschutes County have entered into Intergovernmental Agreement No. 2015-288 for snow and ice maintenance on GMR, whereby Crook County provides contracted snow and ice maintenance services to the portion of GMR in Deschutes County, while maintaining to the same level of service as the portion within Crook County.

State/Deschutes County and Crook County
Memorandum of Understanding No. 35205

NOW THEREFORE, the Parties agree as follows:

1. Parties will coordinate efforts to reinforce the long-term functionality, current operations, permitting processes and requirements, and improvement decision-making expectations of GMR.
2. GMR will continue to accommodate oversized loads, including loads allowed by blanket authorization and those approved on a case-by-case basis. Parties will ensure a coordinated balance of continuing expectations and needs for freight across OR 126, GMR, and US 20.
3. The Parties will endeavor to sustain the existing condition of the GMR and its vehicle carrying capacity (over width, overweight, over length and over height). If a proposed project has the potential to restrict more than the existing size and weight of oversize loads permanently for GMR, Crook and Deschutes Counties will engage State's Region 4 and the Statewide Project Delivery Branch/Mobility to discuss impacts and/or mitigations.

Collectively, Parties will consult with the freight industry, through State's Mobility Advisory Committee (MAC), prior to moving forward with any reduction in vehicle carrying capacity, including vehicle weight. The Parties understand that:

- a. In some cases of consultation, design issues can be resolved to the point where MAC members do not consider the Proposed Action to be a reduction of vehicle-carrying capacity. Likewise, a Proposed Action may actually reduce highway dimensions, but not significantly enough to impede the movement of legal loads or over-dimension loads, and agreement is gained on the Proposed Action.
 - b. In some cases of consultation, there may be disagreement about whether the Proposed Action will create a new restriction or impedance. Disagreement does not mean the Proposed Action is without merit, and ultimately the roadway jurisdiction (e.g., County), through documented Road Authority actions (regulations, laws, ordinance, decision-making board, etc.), will make the subsequent decisions on whether or not to move forward with the Proposed Action, also through collaborative stakeholder / public involvement and their elected Board processes.
4. With close communication and collaboration among the Parties and all affected stakeholders, the Parties agree that if there is a potential need for temporary reduction to the *vehicle carrying capacity* or temporary work zone restrictions, the Parties will coordinate projects and work before implementing such temporary restrictions due to construction to ensure one route is open at all times. As needed, together the Parties will consult with the freight industry, through the MAC as facilitated by State, on the more challenging issues of potential impact.

State/Deschutes County and Crook County
Memorandum of Understanding No. 35205

5. With close communication and collaboration among the Parties and all affected stakeholders, the Parties are committed to day-to-day and year-round freight supporting Operations, continuing as they do today:
 - a. Continuing to provide snow and ice removal at the current level of service on GMR, and in reference to Crook County Resolution 93-06, *A Policy for the County of Crook Regarding Snow Removal*.
 - b. Continuing to follow current over-dimensional permitting practices and requirements, with close coordination between State, Deschutes County, Crook County, and consistent communication with the freight industry, across OR 126, GMR, and US 20, and in reference to:
 - Permit practices for OR 126 and US 20 following State's *Guidelines for Pilot Vehicles on Highways in District 10 (July 2019)*
 - Permit practices for GMR following Crook County's *Crook County Weight Restricted Bridges and Approved Route List, Attachment C07*.
6. The Parties will continue to coordinate and collaborate on various maintenance and repair needs across jurisdictions including, but not limited to, working together in seeking funding, to keep GMR in a state of good repair, particularly in supporting freight.
7. The Parties will continue to stay engaged with freight industry representatives and the MAC as facilitated by State, and other key stakeholders as needed, to ensure expectations including, but not limited to, roles and responsibilities and designations, are clearly understood and appropriately applied through each jurisdiction.
8. State will ensure oversize loads will continue to be allowed on US 20, through the US 20 Ward / Hamby roundabout, evaluated by District 10 according to current Permitting processes and requirements, based on the specific characteristics of the load and hauling equipment. For example, concrete beam haulers that have historically been approved to move up to 200 feet through this corridor will continue to be accommodated with the appropriate hauling equipment.
9. State will take the lead in supporting and facilitating communication and consultation among the MAC and the Parties, related to any needs (e.g., potential changes) covering the above 1 through 8.

TERMS AND CONDITIONS

1. It is the intent of Parties to document in this MOU, the coordinated efforts regarding the long-term functionality, and continuing current operations and decision-making expectations, permitting, etc., of GMR George Millican Road (GMR) to fully support the freight industry.

State/Deschutes County and Crook County
Memorandum of Understanding No. 35205

2. This MOU will become effective when all required signatures have been obtained and will remain in effect until this MOU is terminated by one or all of the Parties.
3. The terms of this MOU will not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except in writing by the Parties.
4. Parties intend that, if an impasse or disagreement among the Parties should occur on issues pertaining to the MOU, a collaborative resolution process will be initiated to resolve the difference. Notwithstanding the resolution process, the terms of this MOU may be terminated upon 30 days written notice by any or all of the Parties.
5. The foregoing Memorandum is a non-legally binding document. Notwithstanding the signing or delivery of the Memorandum, any past, present or future actions; or approvals by any of the Parties based upon this Memorandum, and any of the Parties is under no legal obligation with respect to the intentions outlined above.
6. This MOU may be executed in several counterparts (facsimile or otherwise) all of which when taken together will constitute one document for all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed will constitute an original.

SIGNATURE PAGE TO FOLLOW

State/Deschutes County and Crook County
Memorandum of Understanding No. 35205

THE PARTIES, by execution of this MOU, hereby acknowledge that their signing representatives have read this MOU, understand it, and fully support it.

DESCHUTES COUNTY by and through its
elected officials

By _____

Title _____

Date _____

STATE OF OREGON, by and through its
Department of Transportation

By _____

Region 4 Manager

Date _____

APPROVAL RECOMMENDED

By _____

Title _____

Date _____

CROOK COUNTY by and through its
elected officials

By _____

Title _____

Date _____

APPROVAL RECOMMENDED

By _____

Title _____

Date _____

Deschutes County Contact:

Chris Doty
Director of Public Works
61150 SE 27th Street
Bend, OR 97702
(541) 322-7105
chris.doty@deschutes.org

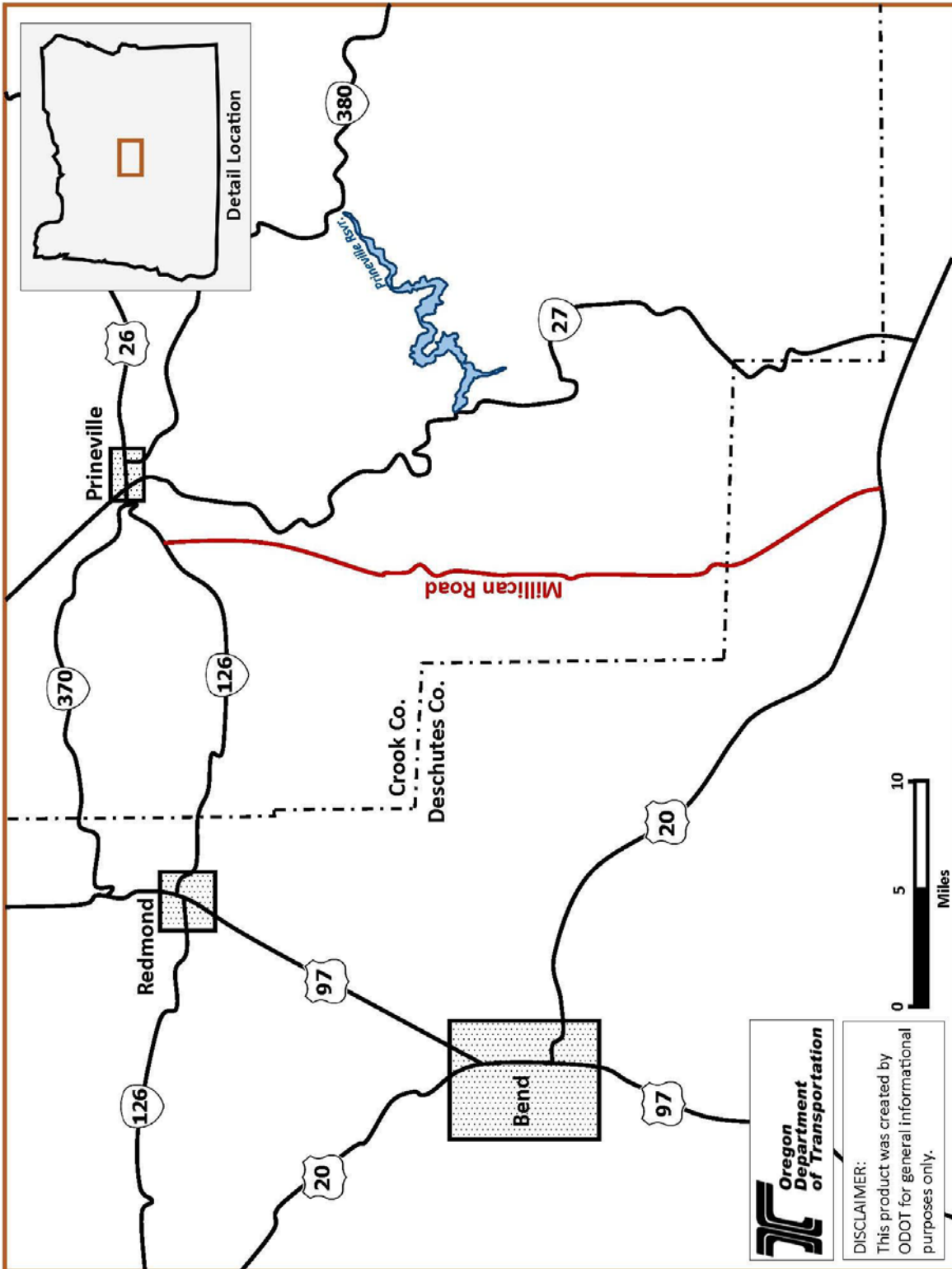
Crook County Contact:

Bob O'Neal
Road Master
1306 N. Main Street
Prineville, OR 97754
(541) 447-6398
bob.oneal@co.crook.or.us

State Contact:

Gary Farnsworth
ODOT Region 4 Manager
63055 N. Highway 97, Building K
Bend, Oregon 97703
(541) 388-6252
gary.c.farnsworth@odot.state.or.us

**EXHIBIT A
MAP**





Oregon

Kate Brown, Governor

Department of Transportation

Region 4 Headquarters

63055 N. Highway 97, Bldg. K

Bend, OR 97703

Phone: (541) 388-6180

Fax: (541) 388-6231

DRAFT LETTER OF INTENT

**OR 126@McCall Road – ODOT Right of Way Relinquishment to Crook County
September 2021**

This Letter of Intent (LOI) reinforces the standing commitment by ODOT, Region 4, to follow a process with Crook County in the future which in the case of significant changes to the OR 126@McCall Road intersection area Region 4 will address the potential to remove a reversionary clause on property currently being used for the Crook County road system adjacent to the intersection.

Per the Descriptions (9159000B Exhibit A, 9159000B Exhibit A) and Maps (915900C Exhibit A, 915900C Exhibit A) enclosed, ODOT Region 4 has provided a Relinquishment Deeds (No. 9159000C, No. 9159000C) also enclosed, in which the State relinquishes some right of way to Crook County. These Relinquishment Deeds pertain to specific parcels of right of way needed for the county road system and that were constructed by ODOT as part of the of the OR126 at Tom McCall Road (Prineville) project on the Ochoco Highway in Crook County. Per Relinquishment Deed (No. 91500B) **4.13** acres were needed to construct and maintain the County Road system for the project (e.g., Pillar Road). This specific right of way is being conveyed to the County *“...only so long as used for public road purposes. If said right of way is no longer used for public road purposes, it shall automatically revert to the State.”*

~4.30 acres is no longer needed for the construction, maintenance or operation of the OR126 at Tom McCall Road (Prineville) project on the Ochoco Highway in Crook County, and not improved nor any longer needed for State Highway or County Road purposes, where the provided Relinquishment Deed (No. 9159000C) has no Reversionary clauses or conditions for transportation purposes. The Relinquished property will include Access Control, which will require access to the ~3.49 acre and ~0.82 acre (~35,286 sq ft) parcels from adjacent County and or City roads and not from the Highway.

With any future improvements to the Tom McCall intersection area including connecting local roadways, and including any future relocation of this intersection, ODOT Region 4 is and will remain fully committed to collaborate with the County on a complete

evaluation of right of way requirements and changes needed, and will come to an equitable agreement regarding any changes, trades or relinquishments of property conveyed to State by the County (file MCA031050) and later relinquished to County by State (Relinquishment Deed No. 9159000B), including any change in status to any or all of the 4.13 acres.

Department of Transportation Region 4

By _____
Gary Farnsworth, Region 4 Manager

Date _____

Relinquishment No. 9159000B
 Misc. C & A Agreement No. 31050
 OR126 at Tom McCall Road (Prineville) Section
 Ochoco Highway
 Crook County, Oregon

Relinquishment Deed

In order to complete terms of Misc. C & A Agreement No. 31050, dated February 22, 2017, and the Misc. C & A Amendment Number 01, dated April 4, 2017, and the Misc. C & A Amendment Number 02, dated August 18, 2017, between the **STATE OF OREGON, by and through its Department of Transportation**, hereinafter called "State", and **CROOK COUNTY, a political subdivision of the State of Oregon, by and through its Elected Officials**, hereinafter called "County", State does hereby relinquish unto County its right, title and interest in the connecting roads or portions thereof as provided for in said agreement. Any right-of-way being conveyed in which State has any title shall be vested in County ONLY SO LONG AS USED FOR PUBLIC ROAD PURPOSES. IF SAID RIGHT OF WAY IS NO LONGER USED FOR PUBLIC ROAD PURPOSES, IT SHALL AUTOMATICALLY REVERT TO STATE. The area being relinquished is described in the legal description and accompanying map, marked Exhibit "A" and Exhibit "B", attached hereto and by this reference made a part hereof.

AS SHOWN ON THE ATTACHED EXHIBIT MAP, HEREIN AND MADE A PART OF THIS DOCUMENT AS SET FORTH ABOVE, THAT IN THE EVENT OF A CONFLICT OR DISCREPANCY BETWEEN THE EXHIBIT MAP AS SHOWN AND THE WRITTEN LEGAL DESCRIPTION EXHIBIT "A", THE WRITTEN LEGAL DESCRIPTION EXHIBIT "A" SHALL PREVAIL.

The property above described is transferred subject to the rights of any utilities located within said property and further subject to the rights of the owners of said existing facilities if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said property.

AFTER RECORDING RETURN TO:
 OREGON DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY SECTION
 4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
 SALEM OR 97302-1142

Relinquishment No. 9159000B
Misc. C & A Agreement No. 31050
OR126 at Tom McCall Road (Prineville) Section
Ochoco Highway
Crook County, Oregon

The Oregon Transportation Commission, by a duly adopted Delegation Order OTC – 01, dated July 1, 2019; Delegation Order No. DD 03, Item No. 19, dated July 1, 2019; Delegation Order No. HWY 04, Paragraph No. B-4, dated April 1, 2018; and Delegation Order No. EB-05, Paragraph No. B-2, dated April 1, 2018, authorize the State Right of Way Manager to sign this Relinquishment Deed for and on behalf of the Commission.

Dated this _____ day of _____, 20_____.

**STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION**

By _____
John Boals, State Right of Way Manager

STATE OF OREGON, County of Marion

Dated _____, 20_____. Personally appeared John Boals stated that he is the State Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

Notary Public for Oregon
My Commission expires _____

Title as hereinabove relinquished and as shown on accompanying legal description and map, Exhibit "A" and Exhibit "B", is hereby accepted by Crook County.

Accepted on behalf of Crook County

By _____

Title: _____

Date _____

To Be Relinquished To Crook County

A parcel of land lying in the N $\frac{1}{2}$ SE $\frac{1}{4}$ and the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 11, T 15 S, R 15 E, W.M., Crook County, Oregon; the said parcel being that property, designated as Parcel 1 and described in that Donation Deed to the State Of Oregon, by and through its Department Of Transportation, recorded August 23, 2017 as Instrument Number 2017-282307, Crook County Record of Deeds.

AND ALSO that property, designated as Parcel 3 and described in that Donation Deed to the State Of Oregon, by and through its Department Of Transportation, recorded August 23, 2017 as Instrument Number 2017-282307, Crook County Record of Deeds.

EXCEPT therefrom that portion of said Parcel 1 lying Northwesterly of Ochoco Highway AND lying Southerly of the following described line:

Beginning at a point opposite and 118.00 feet Westerly of Engineer's Station 57+79.00 on the 'T' center line; thence Easterly in a straight line to a point opposite and 274.00 feet Easterly of Engineer's Station 57+79.00 on said center line.

ALSO EXCEPT therefrom that portion of said Parcel 1 lying Southeasterly of Ochoco Highway AND lying Northerly of the following described line:

Beginning at a point opposite and 111.00 feet Westerly of Engineer's Station 65+08.00 on the 'T' center line; thence Easterly in a straight line to a point opposite and 95.00 feet Easterly of Engineer's Station 65+08.00 on said center line.

ALSO EXCEPT therefrom that portion of said Parcel 1 lying Southeasterly of Ochoco Highway, lying Northerly of Baldwin Road AND lying Easterly of a line parallel with and 35.00 feet Easterly of the 'T' center line.

The 'T' center line is described as follows:

Beginning at Engineer's center line Station 48+00.00 P.O.T., said station being 1,999.56 feet North and 395.09 feet West of the East one-quarter corner of Section 11, Township 15 South, Range 15 East, W.M.; thence South 00°09'16" East 490.73 feet; thence on a 425.00 foot radius curve right (the long chord of which bears South 10°39'55" West 159.56 feet) 160.51 feet; thence South 21°29'06" West, 54.53 feet; thence on a 530.00 foot radius curve left (the long chord of which bears South 00°03'25" West 387.25 feet) 396.43 feet; thence South 21°22'16" East 129.63 feet; thence on a 200.00 foot radius curve right (the long chord of which bears South 14°56'31" East 44.79 feet) 44.88 feet; thence South 08°30'46" East 91.45 feet; thence on a 300.00 foot radius curve left (the long chord of which bears South 20°06'00" East 120.51 feet) 121.34 feet; thence South 31°41'13" East 5.78 feet; thence on a 675.00 foot radius curve right (the long chord of which bears South

EXHIBIT A - Page 2 of 2

File 9159000B

Drawing 11B-5-29

7/10/2019

14°11'03" East 406.02 feet) 412.40 feet; thence South 03°19'08" West 6.85 feet; thence on a 652.50 foot radius curve right (the long chord of which bears South 35°25'47" West 693.69 feet) 731.38 feet; thence South 67°32'26" West 754.09 feet to Engineer's center line Station 82+00.00 P.O.T.

Bearings are based upon the Oregon Coordinate Reference System, Bend-Redmond-Prineville Zone, NAD 83(2011) Epoch 2010.00.

This parcel of land contains 4.13 acres square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED Jul 22 2019 11:32 AM

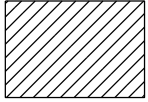
OREGON
NOVEMBER 10, 2010
TIMOTHY JOHN HUTCHISON
72563

RENEWS: 6/30/2021

NE1/4 AND NE1/4SE1/4 SEC. 11, T. 15S, R. 15E, W.M.

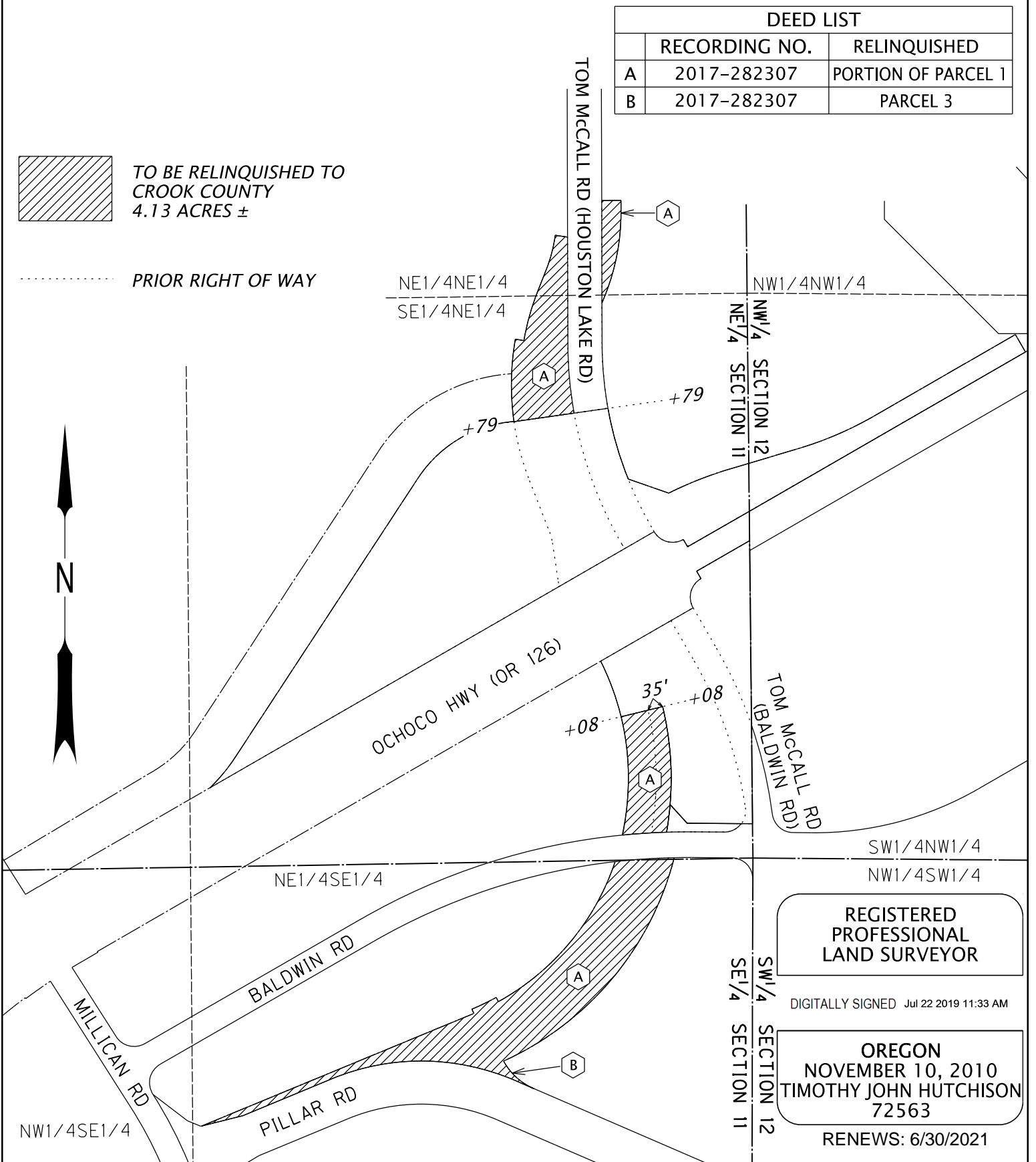
16

DEED LIST		
	RECORDING NO.	RELINQUISHED
A	2017-282307	PORTION OF PARCEL 1
B	2017-282307	PARCEL 3



TO BE RELINQUISHED TO CROOK COUNTY
4.13 ACRES ±

----- PRIOR RIGHT OF WAY



REGISTERED PROFESSIONAL LAND SURVEYOR

DIGITALLY SIGNED Jul 22 2019 11:33 AM

OREGON
NOVEMBER 10, 2010
TIMOTHY JOHN HUTCHISON
72563

RENEWS: 6/30/2021

OREGON DEPARTMENT OF TRANSPORTATION



**RIGHT OF WAY
ENGINEERING
EXHIBIT B**

SECTION	OR126 @ Tom McCall Road (Prineville)		
HIGHWAY	Ochocho Highway	SCALE	1" = 300'
COUNTY	CROOK COUNTY	FILE	915900B
DATE	JULY, 2019		

16

Relinquishment No. 9159000C
 PM910-180
 OR126 at Tom McCall Road (Prineville) Section
 Ochoco Highway
 Crook County, Oregon

Relinquishment Deed

STATE OF OREGON, by and through its Department of Transportation, hereinafter called "State", does hereby relinquish unto **CROOK COUNTY, a political subdivision of the State of Oregon, by and through its Elected Officials**, hereinafter called "County", all of State's right, title and interest in the connecting streets or portions thereof as described in the legal description and accompanying map, marked Exhibit "A" and Exhibit "B", attached hereto and by this reference made a part hereof.

This conveyance is made and delivered upon the following express conditions, reservations, and restrictions:

That there is reserved by Grantor, and waived by Grantee, all access rights between the above described real property and the Ochoco Highway abutting on said parcel.

This reservation shall run with the land and shall not be subject to modification, cancellation, or destruction by adverse user or estoppel, no matter how long continued. Nothing in this conveyance shall be construed as conveying any estate, right, title, or interest in and to said abutting public highway right of way or any rights of reversion therein or thereto.

AS SHOWN ON THE ATTACHED EXHIBIT MAP, HEREIN AND MADE A PART OF THIS DOCUMENT AS SET FORTH ABOVE, THAT IN THE EVENT OF A CONFLICT OR DISCREPANCY BETWEEN THE EXHIBIT MAP AS SHOWN AND THE WRITTEN LEGAL DESCRIPTION EXHIBIT "A", THE WRITTEN LEGAL DESCRIPTION EXHIBIT "A" SHALL PREVAIL.

The property above described is transferred subject to the rights of any utilities located within said property and further subject to the rights of the owners of said existing facilities if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said property.

AFTER RECORDING RETURN TO:
 OREGON DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY SECTION
 4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
 SALEM OR 97302-1142

Relinquishment No. 9159000C
PM910-180
OR126 at Tom McCall Road (Prineville) Section
Ochoco Highway
Crook County, Oregon

STATE OF OREGON, County of Marion

Dated _____, 20_____. Personally appeared John Boals, who stated that he is the State Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

Notary Public for Oregon
My Commission expires _____

Title as hereinabove relinquished and as shown on accompanying legal description and map, Exhibit "A" and Exhibit "B", is hereby accepted by Crook County.

Accepted on behalf of the Crook County

By _____

Title: _____

Date _____

Parcel 1 - To Be Relinquished To Crook County

A parcel of land lying in the SE¼NE¼ of Section 11, T 15 S, R 15 E, W.M., Crook County, Oregon; the said parcel being a portion of that property, designated as Parcel 4 and described in that Donation Deed to the State Of Oregon, by and through its Department Of Transportation, recorded August 23, 2017 as Instrument Number 2017-282307, Crook County Record of Deeds; the said parcel being that portion of said property lying Southerly and Southeasterly of a line parallel with and 56.00 feet Southerly and Southeasterly of the 'A' center line, which center line is described as follows:

Beginning at Engineer's center line Station 0+65.00 P.O.T., said station being 1,080.58 feet North and 445.17 feet West of the East one-quarter corner of Section 11, Township 15 South, Range 15 East, W.M.; thence South 88°27'59" West 101.65 feet; thence on a 350.00 foot radius curve left (the long chord of which bears South 60°51'17" West 324.43 feet) 337.34 feet; thence South 33°14'34" West 782.90 feet; thence on a 350.00 foot radius curve right (the long chord of which bears South 46°12'31" West 157.06 feet) 158.41 feet; thence South 59°10'28" West 460.69 feet to Engineer's center line Station 19+06.00 P.O.T.

EXCEPT therefrom that portion of said property included in a strip of land variable in width, lying on the Northwesternly side of the center line of the relocated Ochoco Highway, which center line is described as follows:

Beginning at Engineer's center line Station 635+00.00 P.O.T., said station being 8.75 feet North and 1,340.21 feet West of the East one-quarter corner of Section 11, Township 15 South, Range 15 East, W.M.; thence North 60°01'54" East 1,500.00 feet to Engineer's center line Station 650+00.00 P.O.T.

The width in feet of said strip of land is as follows:

<u>Station</u>	to	<u>Station</u>	<u>Width on Northwesternly Side of Center Line</u>
638+76.00		643+34.00	100.00 in a straight line to 250.00
643+34.00		646+98.00	250.00 in a straight line to 300.00

Bearings are based upon the Oregon Coordinate Reference System, Bend-Redmond-Prineville Zone, NAD 83(2011) Epoch 2010.00.

This parcel of land contains 3.49 acres, more or less.

Parcel 2 - To Be Relinquished To Crook County

A parcel of land lying in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, T 15 S, R 15 E, W.M., Crook County, Oregon; the said parcel being a portion of that property, designated as Parcel 2 and described in that Donation Deed to the State Of Oregon, by and through its Department Of Transportation, recorded August 23, 2017 as Instrument Number 2017-282307, Crook County Record of Deeds; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

Beginning at a point opposite and 403.00 feet Northeasterly of Engineer's Station 63+15.00 on the center line of the 'T' center line; thence Southwesterly in a straight line to a point opposite and 300.00 feet Northeasterly of Engineer's Station 63+26.00 on said center line; thence Southwesterly in a straight line to a point opposite and 205.00 feet Northeasterly of Engineer's Station 63+74.00 on said center line; thence Southerly in a straight line to a point opposite and 154.00 feet Easterly of Engineer's Station 68+04.00 on said center line.

The 'T' center line is described as follows:

Beginning at Engineer's center line Station 48+00.00 P.O.T., said station being 1,999.56 feet North and 395.09 feet West of the East one-quarter corner of Section 11, Township 15 South, Range 15 East, W.M.; thence South 00°09'16" East 490.73 feet; thence on a 425.00 foot radius curve right (the long chord of which bears South 10°39'55" West 159.56 feet) 160.51 feet; thence South 21°29'06" West, 54.53 feet; thence on a 530.00 foot radius curve left (the long chord of which bears South 00°03'25" West 387.25 feet) 396.43 feet; thence South 21°22'16" East 129.63 feet; thence on a 200.00 foot radius curve right (the long chord of which bears South 14°56'31" East 44.79 feet) 44.88 feet; thence South 08°30'46" East 91.45 feet; thence on a 300.00 foot radius curve left (the long chord of which bears South 20°06'00" East 120.51 feet) 121.34 feet; thence South 31°41'13" East 5.78 feet; thence on a 675.00 foot radius curve right (the long chord of which bears South 14°11'03" East 406.02 feet) 412.40 feet; thence South 03°19'08" West 6.85 feet; thence on a 652.50 foot radius curve right (the long chord of which bears South 35°25'47" West 693.69 feet) 731.38 feet; thence South 67°32'26" West 754.09 feet to Engineer's center line Station 82+00.00 P.O.T.

EXCEPT therefrom that property, designated as Parcel 1 and described in that Relinquishment Deed to the City of Prineville, recorded January 24, 2020 as Instrument No. 2020-297892, Crook County Record of Deeds.

Bearings are based upon the Oregon Coordinate Reference System, Bend-Redmond-Prineville Zone, NAD 83(2011) Epoch 2010.00.

This parcel of land contains 35,286 square feet, more or less.

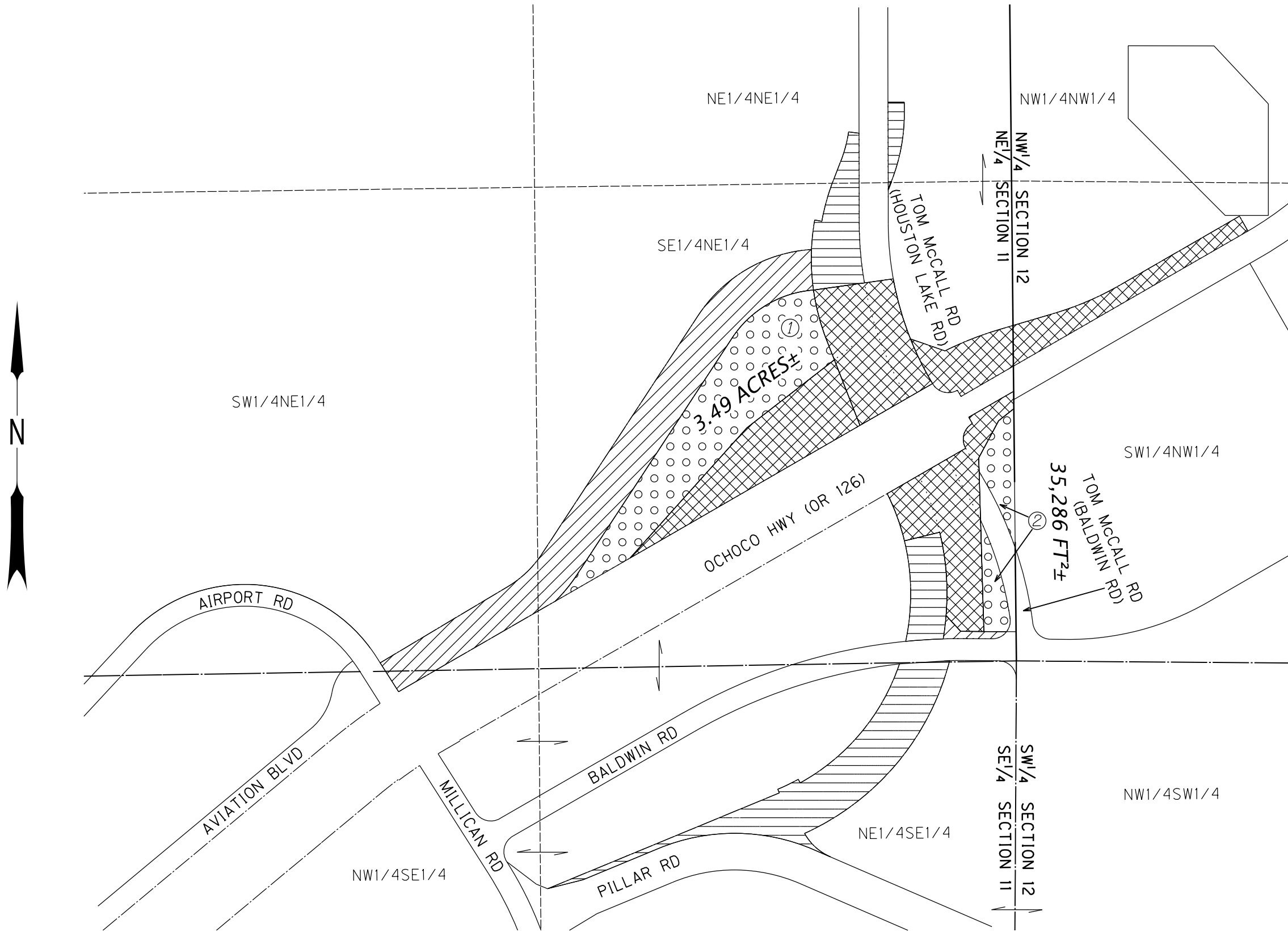
REGISTERED
PROFESSIONAL
LAND SURVEYOR

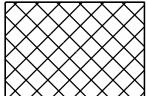
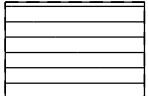
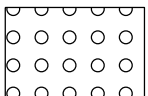
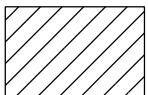
DIGITALLY SIGNED Nov 2 2021 10:03 AM

OREGON
NOVEMBER 10, 2010
TIMOTHY JOHN HUTCHISON
72563

RENEW: **16**-30-2023

NE1/4 AND NE1/4SE1/4 SEC. 11, T. 15S, R. 15E, W.M.



-  TO BE RETAINED BY ODOT
7.22 ACRES±
-  TO BE RELINQUISHED TO CROOK COUNTY WITH REVERSIONARY CLAUSE AND ACCESS CONTROL
4.13 ACRES±
-  TO BE RELINQUISHED TO CROOK COUNTY WITHOUT REVERSIONARY CLAUSE, ACCESS CONTROL ONLY
4.30 ACRES±
-  RELINQUISHED TO THE CITY OF PRINEVILLE PER 2020-297892
4.24 ACRES±

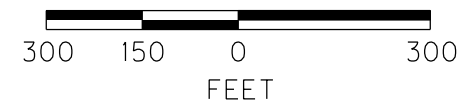
REGISTERED PROFESSIONAL LAND SURVEYOR

DIGITALLY SIGNED Nov 2 2021 10:07 AM

OREGON
NOVEMBER 10, 2010
TIMOTHY JOHN HUTCHISON
72563

RENEWS: 6-30-2023

SCALE 1" = 300'



OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY ENGINEERING
EXHIBIT B

Section	OR126 @ Tom McCall Road (Prineville)
Highway	Ochocho Highway
County	Crook County
Purpose	Exhibit Map - Relinquishment

Scale	1" = 300'
Date	October, 2021
File	9159000C

Crook County Court Meeting Schedule 2022

Court Date	Agenda items due Wednesday prior at noon
January 5, 2022	December 29, 2021
January 19, 2022	January 12, 2022
February 2, 2022	January 26, 2022
February 16, 2022	February 9, 2022
March 2, 2022	February 23, 2022
March 16, 2022	March 9, 2022
April 6, 2022	March 30, 2022
April 20, 2022	April 13, 2022
May 4, 2022	April 27, 2022
May 18, 2022	May 11, 2022
June 1, 2022	May 25, 2022
June 15, 2022	June 8, 2022
July 6, 2022	June 29, 2022
July 20, 2022	July 13, 2022
August 3, 2022	July 27, 2022
August 17, 2022	August 10, 2022
September 7, 2022	August 31, 2022
September 21, 2022	September 14, 2022
October 5, 2022	September 28, 2022
October 19, 2022	October 12, 2022
November 2, 2022	October 26, 2022
November 9, 2022	November 2, 2022
December 7, 2022	November 30, 2022
December 21, 2022	December 14, 2022

Crook County Court Meeting Schedule 2022

Jerry Brummer, County Commissioner

CROOK COUNTY **HOLIDAY** SCHEDULE 2022

2022

NEW YEAR'S DAY	FRIDAY,	DECEMBER 31, 2021
MARTIN LUTHER KING DAY	MONDAY,	JANUARY 17, 2022
PRESIDENT'S DAY (OBSERVED)	MONDAY,	FEBRUARY 21, 2022
MEMORIAL DAY	MONDAY,	MAY 30, 2022
4 TH OF JULY	MONDAY,	JULY 4, 2022
LABOR DAY	MONDAY,	SEPTEMBER 5, 2022
VETERAN'S DAY	FRIDAY,	NOVEMBER 11, 2022
THANKSGIVING HOLIDAYS	THURSDAY, FRIDAY,	NOVEMBER 24, 2022 NOVEMBER 25, 2022
CHRISTMAS	MONDAY,	DECEMBER 26, 2022

2023

NEW YEAR'S DAY	MONDAY,	JANUARY 2, 2023
----------------	---------	-----------------

APPROVED _____
JERRY BRUMMER, COUNTY COMMISSIONER

FLOATING HOLIDAY – AFTER SIX (6) MONTHS OF EMPLOYMENT, ALL FULL-TIME EMPLOYEES ARE ALSO ENTITLED TO ONE (1) FLOATING HOLIDAY, TO BE TAKEN WHEN THEY CHOOSE TO DO SO, WITH THE SUPERVISOR'S APPROVAL. THE FLOATING HOLIDAY MUST BE TAKEN DURING THE FISCAL YEAR, BY PAYROLL ENDING DATE 6/20/2022.

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

**IN THE MATTER OF THE
APPOINTMENT TO CROOK COUNTY
BOARDS AND COMMITTEES**

ORDER 2021- 58

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
Fair Board Position #1	Dale Cummins	3 – Year Term Expiring 12-31-2024	Yes
Fair Board Position #4	Linda Smith	3 – Year Term Expiring 12-31-2024	Yes
Fair Board Position # 5	James Savage	3 – Year Term Expiring 12-31-2024	Yes
Vector Control District Position #1	Bob Hindman	4 – Year Term Expiring 12-31-2025	Yes
Museum Advisory Board Position #4	Lynne Breese	3 – Year Term Expiring 12-31-2024	No
Museum Advisory Board Position #5	Ken Smith	3 – Year Term Expiring 12-31-2024	No
Museum Advisory Board Position #7	John Breese	3 – Year Term Expiring 12-31-2024	No
Ag Extension Service District Position # 4	Lynne Breese	3 – Year Term Expiring 12-31-2024	Yes
Ag Extension Service District Position # 7	Janice Flegel	3 – Year Term Expiring 12-31-2024	Yes

DATED this 1st day of December 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 THE
APPOINTMENT TO BOARD OF
ECONOMIC DEVELOPMENT FOR
CENTRAL OREGON**

ORDER 2021-59

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 board which has a vacancy requiring appointment:

NOW, THEREFORE, it is hereby **ORDERED** that that the Crook County Court makes the following appointment as a representative of Crook County to the Board of Economic Development for Central Oregon:

Board	Appointee	Term	Oath required
Economic Development for Central Oregon Position #2	Russell Deboodt	3 – Year Term Expiring 12-31-2024	No

DATED this 1st day of December 2021.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner



Request to place business before the Crook County Court

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

Deadlines: To appear at a Work Session your request and all documentation must be submitted the Thursday before at 5:00 pm. To appear at a Regular County Court Meeting your request and all documentation must be submitted the Wednesday before at 12:00 pm.

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

Your name: Brandi Ebner

Date of Request: 11/16/2021

Email: Info@CrookCountyFoundation.org

Phone: 541-362-1210

Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? December (either one)
2. Describe the matter to be placed before the Court: Provide our annual CC Foundation update
3. What action are you requesting that the Court take? I believe the annual \$5,000 donation is already been approved for this year's budget. If it has, then no action – just an FYI.
4. What is the cost involved with your request, if applicable? _____
5. Have you asked the County for a fee waiver before? If yes, when? _____
6. Please estimate the time required for your presentation.
 5 minutes 10 minutes 15 minutes other _____ minutes
7. Are you (or will you be) represented by legal counsel? No
Yes (please name your attorney) _____
No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)
8. If you have a physical disability and require an accommodation, please specify your need:

Administrative Section

Date Received: _____

Date Reviewed by Court: _____

FY Budget: _____

County Court: Approved/Denied