



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, April 6, 2022 at 9:00 A.M.

Members of the public and media are welcome to attend in person with social distancing
 or via WebEx 1-408-418-9388; Access Code: 126 320 5412; Meeting Password: VFmR4z4PaM3

CONSENT AGENDA

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

1. Approve Minutes of March 15, 2022, March 22, 2022, and March 29, 2022 Work Session; March 15, 2022 Special Session and March 16, 2022 Regular Session
2. Approve Chip Seal Rock RFP – Contract w/SMAF
3. Approve IGA 173132 Agreement for Addictions, Gambling and Mental Health
4. Approve IGA w/ Prineville for GIS Support
5. Approve Barnes Butte Rd. Overlay RFP – Contract w/Tri County Paving

SCHEDULED APPEARANCES

- | | |
|--|-------------------------------------|
| 6. Proclaim April Child Abuse Prevention Month | Requester: Terra Tyger (10 Minutes) |
| 7. Fairgrounds Fee Waiver Request | Requester: OHSRA (10 Minutes) |

DISCUSSION

- | | |
|--|------------------------|
| 8. Recommendation for Belknap Center CM/GC | Requester: John Eisler |
|--|------------------------|

EXECUTIVE SESSION

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

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

NOTICE AND DISCLAIMER

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

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

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

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

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

**CROOK COUNTY COURT MINUTES
OF MARCH 15, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on March 15, 2022, 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; Road Master Bob O'Neal; Shop Superintendent James Staniford; Director Dodge Kerr; Budget Analyst Jamie Berger; Mike Ervin and Joe Floyd.

WORK SESSION

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

Agenda Item #1, Road Department Projects: Road Master Bob O'Neal received a request from a private citizen asking the County to chip seal a non-County maintained road, at the expense of the private property owners. The State of Oregon has rules and regulations the County must adhere to regarding road maintenance, these rules make it, so the County is unable to chip seal a non-maintained road. Mr. O'Neal contacted Knife River and High Dessert Paving, both stated they would provide a quote for chip seal. The private property owners may work through the process of making the road private.

At 9:36 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.

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 proceed as recommended 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 9:44 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF MARCH 22, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on March 22, 2022, 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; Budget Analyst Jamie Berger; Accounting Manager Christina Haron; Assessor Jon Soliz and Manager Tim Deboodt.

WORK SESSION

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

Agenda Item #1, Congressionally Directed Spending Request Letters of Support: Commissioner Barney asked the Court to support two letters to Senator Merkley and Senator Wyden, for the City of Prineville's water and wastewater extension project and Prineville's renewable energy project. Judge Crawford gave permission to use his stamp on the letters.

MOTION to approve signing of the two letters to Senator Merkley and Senator Wyden. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #2, Coney Hangar Lease: AmeriTitle requested a memorandum of lease to be recorded for the Coney Hangar Lease.

MOTION to memorandum of ground lease at Prineville Airport. Motion seconded. No further discussion. Motion carried 3-0.

At 9:05 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 ask County realtor of record to prepare records as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

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MOTION to direct Legal Counsel to prepare legal filings as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 9:42 a.m.**

Respectfully submitted,

Amy Albert

CC 04.06.2022

**CROOK COUNTY COURT MINUTES
OF MARCH 29, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on March 29, 2022, 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; Manager Time Deboodt; Manager Sydney Chandler; Director Kim Barber; Road Master Bob O'Neal; Shop Superintendent James Staniford; Sheriff Gautney; Assessor Jon Soliz; Director Dodge Kerr; Accounting Manager Christina Haron; Budget Analyst Jamie Berger; Manager Kim Herber; Director Will VanVactor; Mike Ervin; Debora Kowalski and members of the public.

WORK SESSION

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

Agenda Item #1, Request Letter of Support for FLAP Program: Debra Kowalski from the PLA1-SRD Board requested the County Court write a letter of support to obtain financial assistance for the paving of Remington Road through the Oregon Federal Lands Access Program (FLAP). The letter must be submitted by April 6th, the County will write a letter of support and give it to the PLA1-SRD Board for their submission.

MOTION to authorize drafting letter in support of grant and sign out of Court. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #2, Security Training & Proposal From SparkSta: IT Manager Sydney Chandler would like to enter into an IT consulting services agreement with SparkSta. The services agreement would be a yearly cost of eighty-seven thousand dollars however, this will be more cost effective than a full-time employee. SparkSta will need to register with the Secretary of State before the County can enter into a contract. Ms. Chandler was also directed by the Court to check into security training for County employees.

MOTION to authorize execution of SparkSta contract on the condition SparkSta register with the Secretary of State. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #3, Personnel Action Form: Sheriff John Gautney presented the Court with a personnel action form for Chief Administrative Deputy Stephanie Wilson. Ms. Wilson was hired as the Chief Administrative Deputy in 2019, at that time she did not

CC 04.06.2022

have any supervisory duties. She is now taking on supervisory duties, these new responsibilities should be reflected in her compensation.

MOTION to approve personnel action form for Stephanie Wilson as described in today's work session. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #4, Natural Resources Program Support for City of Prineville's Renewable Energy Program: Natural Resources Manager Tim Deboodt presented the Court with a letter to Senator Merkley and Senator Wyden showing support for the City of Prineville's Renewable Energy Project. Mr. Deboodt would like the Court to approve him sending this letter. The letter is like the one County Court approved at the March 22nd work session.

MOTION to authorize Tim Deboodt to sign letter for biomass project addressed to Senator Wyden and Senator Merkley. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #5, Letter to AOC – Federal Lands Committee: Commissioner Brummer requested the County Court approve the letter to the AOC appointing him the County's voting member of the Federal Lands Committee. The Federal Lands Committee has not held a meeting for the past two years but will be holding a meeting this Friday.

MOTION to approve Commissioner Brummer to be the AOC representative for the Federal Lands Committee. Motion seconded. No further discussion. Motion carried 3-0.

ADDITION: Commissioner Barney asked the Court to approve a five year hangar lease and licensing with Laser Inc. for the Prineville Airport. There are currently two vacant hangars at the airport, the rent received will cover any debts owed on the buildings.

MOTION to approve the Crook County Prineville Airport license with Laser Inc. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to approve the Crook County Prineville Airport hangar lease and user agreement with Laser Inc. Motion seconded. No further discussion. Motion carried 3-0.

At 9:30 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 and ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

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

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MOTION to approve letter of client informed consent dated March 8, 2022. Motion seconded. No further discussion. Motion carried 2-1. There being no further business before the Court, the meeting was **adjourned at 9:56 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF MARCH 15, 2022 SPECIAL SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a Special Session on March 15, 2022, at 3:00 p.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: Administration Executive Assistant Amy Albert; Director Dodge Kerr; Andy Parks and Mike Erwin.

SPECIAL SESSION

County Court met in a Special Session to discuss the County's budget, specifically the general fund and departments associated with this fund. Andy Parks went over which departments need to reduce their projected spending and by what percentage. Many departments have vacancies or are hoping to create a position, the Court discussed budgeting for these positions.

County Court discussed implementing a strategic plan for each County department. There is a possibility of partnering with the City of Prineville for the fairgrounds strategic plan.

Respectfully submitted,

Amy Albert

CC 04.06.2022

**CROOK COUNTY COURT MINUTES
OF MARCH 16, 2022 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on March 16, 2022, 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; Shop Superintendent James Staniford; Director Dodge Kerr; Budget Analyst Jamie Berger; Account Manager Christina Haron; Manager Kim Herber; Jack Rabernberg and Monty Kurtz.

REGULAR SESSION

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

MOTION to approve the Consent Agenda as presented with the addition of CCFR training at future Justice Center site. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #11: Budget Analyst Jamie Berger presented the Court with a supplemental budget for fiscal year 2021-2022. The Health Department received grants in excess of their appropriations. A public hearing was opened, with no comment the public hearing was closed.

MOTION to approve Order 2022-08. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #12: Road Master Bob O'Neal published an RFP for a chip seal oil purchasing and application contract. Albina Asphalt was the only bidder at \$497,700, this cost will be split between the current fiscal year and the upcoming fiscal year.

MOTION to approve the contract with Albina Asphalt for 497,700, distribution not to exceed \$70,000. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #13: Road Master Bob O'Neal published an RFP for a chip seal rock preparation and delivery contract. SMAF Construction was the only bidder at \$167,332.50, this contract comes in under budget.

MOTION to approve the contract with SMAF Construction for \$167,332.50. Motion seconded. No further discussion. Motion carried 3-0.

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Discussion item #14: Road Master Bob O'Neal published an RFP for the Barnes Butte overlay. Three bids were received with the lowest bid from Tri-County for \$405,000.

MOTION to approve the contract with Tri-County for \$405,000 for Barnes Butte overlay as the low bidder. Motion seconded. No further discussion. Motion carried 3-0.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:14 a.m.**

Respectfully submitted,

Amy Albert

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 3/28/2022

RE: *Chip Seal Rock RFP – Contract w/ SMAF*
Our File No.: ROAD 362

On March 16, 2022, the Court awarded the Chip Seal Rock Preparation and Delivery contract to SMAF Construction LLC.

SMAF has reviewed and signed the Goods and Services Contract.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 6, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.

GOODS AND SERVICES CONTRACT

CONTRACTOR: SMAF CONSTRUCTION LLC DATE: _____

ADDRESS: PO BOX 672 PRINEVILLE, OR 97754
Street Address City State Zip

PHONE NUMBER: 547-447-5643 EMAIL: scottp@whhsmaf.com

The signing of this Contract (Agreement) by **CONTRACTOR** name above and Crook County, a political subdivision of the State of Oregon (**COUNTY**), authorizes **CONTRACTOR** to deliver the goods described below in consideration of the mutual covenants set forth herein.

- 1) **PROJECT:** The goods described below are to be provided by **CONTRACTOR** in connection with a Project identified as follows: Chip Seal Rock Preparation and Delivery.
- 2) **DURATION:** This Agreement shall run from date of execution through delivery of the 3/8" - 4 Uncoated Chip Seal Rock (to occur not later than May 27, 2022) unless terminated or extended according to the provisions of this Agreement.
- 3) **SCOPE OF SERVICES:** **CONTRACTOR** shall supply the following for purchase: Delivery of 6,750 Tons of 3/8" – 4 Uncoated Chip Seal Rock to Crook County Landfill stockpile site. See Also, paragraph 6 below.
- 4) **FEE FOR SERVICES:** **CONTRACTOR's** fee for the goods identified in paragraph 3 shall be: \$167,332.50.
- 5) **EXTRA SERVICES:** **CONTRACTOR** may also perform Extra Services (services not specified under Scope of Services), provided **CONTRACTOR** and **COUNTY** have agreed in advance and in writing to the scope and fees for such Extra Services.
- 6) **ATTACHMENTS:** The original Invitation to Bid, Bidder's Submittal, and Specifications and Details are all incorporated herein and by reference made a part hereof.
- 7) **STANDARD PROVISIONS:**
- 8) **SUBMITTAL OF W-9 BEFORE PAYMENT:** **CONTRACTOR** must provide **COUNTY** with a fully completed W-9 form upon execution of the Agreement and prior to supplying the goods. **CONTRACTOR** will not be paid until a fully completed W-9 form is submitted.
- 9) **INDEPENDENT CONTRACTOR:** It is understood and agreed that **CONTRACTOR**, while supplying goods pursuant to this Agreement, is at all times acting and performing as an independent **CONTRACTOR**.
- 10) **TAX DUTIES AND LIABILITIES:** Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by **COUNTY**. **CONTRACTOR** is responsible to pay, according to law, **CONTRACTOR's** income tax and self-employment tax, if applicable.
- 11) **CONFIDENTIALITY:** During the course of supplying of goods under this Agreement, **CONTRACTOR** may receive information regarding organizations and **COUNTY's** business practices, employees, clients, etc. **CONTRACTOR** agrees to maintain the confidentiality of

such information and to safeguard such information against loss, theft or other inadvertent disclosure.

- 12) **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures 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 the County. All persons doing business with the **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 the **COUNTY** has been duly authorized.
- 13) **PAYMENT BY COUNTY:** **COUNTY** will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
- 14) **INDEMNIFICATION:** **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of **CONTRACTOR**, its employees, servants or agents.
- 15) **COMPLIANCE WITH THE LAWS:** **CONTRACTOR** agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
- 16) **PROTECTION OF PERSONAL INFORMATION:** If **CONTRACTOR** obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, **CONTRACTOR** agrees to provide appropriate safeguards to protect the security of this information. **CONTRACTOR** shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622.
- 17) **CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING:** Pursuant to ORS 279B.220, **CONTRACTOR** shall:
 - (a) Make payment promptly, as due, to all persons supplying to the **CONTRACTOR** labor or material for the performance of the work provided for in the Agreement;
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from the **CONTRACTOR** or subcontractor incurred in the performance of the Agreement;
 - (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; and
 - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- 18) **CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION:** Pursuant to ORS 279B.230, **CONTRACTOR** 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 **CONTRACTOR**, of all sums that **CONTRACTOR** agrees to pay for the services and all monies and sums that **CONTRACTOR** collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services; and

- (b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
- 19) **ENTIRE AGREEMENT:** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.
- 20) **AMENDMENTS:** This Agreement may be supplemented, amended, or revised only in writing signed by both parties.
- 21) **ASSIGNMENT:** **CONTRACTOR** may not assign this Agreement, in whole or in part, without the prior written consent of **COUNTY**.
- 22) **SUB-AGREEMENTS:** If this project is funded in whole or in part with grant funds received by **COUNTY**, **CONTRACTOR**, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
- 23) **EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES:** **CONTRACTOR** will provide all equipment, tools, materials or supplies necessary to fulfill **CONTRACTOR**'s obligations under the terms of this agreement.
- 24) **TERMINATION:**
- (a) With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
- (b) Notwithstanding any other provision of this Agreement, **COUNTY** shall not be obligated for the **CONTRACTOR**'s performance hereunder or by any provision of this Agreement during any of **COUNTY**'s future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in **COUNTY**'s budget for such future fiscal year.

In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

- 25) **NO AUTHORITY TO BIND CROOK COUNTY:** **CONTRACTOR** has no authority to enter into contracts on behalf of **COUNTY**. This Agreement does not create a partnership between the parties.
- 26) **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated in this Bidder's Proposal.


- 27) GOVERNING LAW AND VENUE: Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
- 28) SEVERABILITY: If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
- 29) ATTORNEY FEES: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 30) WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
- 31) COUNTERPARTS: This Goods and Services Contract 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.

CONTRACTOR and COUNTY acknowledge that they are in agreement with the terms and conditions set forth in this Goods and Services Contract.

ACCEPTED FOR CONTRACTOR

ACCEPTED FOR CROOK COUNTY

SMAF CONSTRUCTION LLC


Scott Portily
(printed name)
 Title: member
 Date: 3-25-22

 Seth Crawford, Judge
 Date: _____

 Jerry Brummer, Commissioner
 Date: _____

 Brian Barney, Commissioner
 Date: _____

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 3/30/2022

RE: *IGA 173132 – Agreement for Addictions, Gambling, and Mental Health*
Our File No.: MENTAL HEALTH 40(A)

OHA has prepared a 2nd amendment to this IGA. The effect of this amendment is to add \$100,000 to funding, for the purpose of setting up “Mobile Crisis Services” in response to House Bill 2417 (from the 2021 legislative session).

Although this is not stated in the amendment itself, the amendment incorporates the requirements of a 1-page OHA memo. That memo requires a plan for how the mobile crisis services would be implemented to be sent to OHA for their approval.

Rick Treleven has reviewed the amendment, and memo, and has confirmed his approval.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 6, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.



500 Summer St NE E35

Salem, OR, 97301

Voice: 503-945-5772 or 800-527-5772

Fax: 503-373-7689

TTY: 711

www.oregon.gov/OHA/HSD

Date: March 1, 2022
To: Community Mental Health Program Directors
From: Steve Allen, Behavioral Health Director

Subject: Behavioral Health Crisis Care System Implementation – Mobile Crisis Funding via CFAA Amendment

The Oregon Health Authority will be distributing funds for Mobile Crisis Services. Funds are appropriated under HB 2417 to Community Mental Health Programs (CMHP) in CY 2022 via CFAA amendment under MHS 37. No later than June 30, 2022, CMHP must submit their plan, timeline, and budget for establishing mobile crisis services in their catchment area, to OHA. This plan must comply with the parameters set by OHA and released to CMHPS no later than March 10, 2022. The parameters are based on CMS requirement and recommendation from the Crisis System Advisory Workgroup. Availability of additional funds for mobile crisis services to CMHP is contingent on OHA's review and approval of the above plan. CMHP must inform OHA no later than October 15, 2022, if the CMHP anticipates not being able to spend any amount of the fund appropriated under this amendment. This allows OHA to adjust CFAA fund in CY2023 to accommodate the unspent funds.

We look forward to partnering with you to provide this much needed service to Oregonians. If you have any questions about the funding opportunity, please contact:

Rusha Grinstead
rusha.grinstead@dhsoha.state.or.us
503-602-9214

With regards,

Steve Allen, BH Director, OHA
Steven.J.Allen@dhsoha.state.or.us
503-449-7643



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.

**SECOND AMENDMENT TO
OREGON HEALTH AUTHORITY
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
PREVENTION, AND PROBLEM GAMBLING SERVICES #173132**

This Second Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Crook County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County 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. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. 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.

6. Signatures.

Crook County

By:

| | | | |
|----------------------|--------------|-------|-------|
| _____ | _____ | _____ | _____ |
| Authorized Signature | Printed Name | Title | Date |

State of Oregon acting by and through its Oregon Health Authority

By:

| | | | |
|----------------------|--------------|-------|-------|
| _____ | _____ | _____ | _____ |
| Authorized Signature | Printed Name | Title | Date |

Approved by: Director, OHA Health Systems Division

By:

| | | | |
|----------------------|--------------|-------|-------|
| _____ | _____ | _____ | _____ |
| Authorized Signature | Printed Name | Title | Date |

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 18, 2021; e-mail in contract file.

ATTACHMENT 1
EXHIBIT C
Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0603

CONTRACT#: 173132

CONTRACTOR: CROOK COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

| SE# | FUND | PROJ | CPMS | PROVIDER | EFFECTIVE DATES | SLOT CHANGE/TYPE | RATE | OPERATING DOLLARS | STARTUP PART DOLLARS ABC | PART IV | PRAF CD | BASE | CLIENT CODE | SP# |
|-----|------|------|------|----------|-----------------|------------------|------|-------------------|--------------------------|---------|---------|------|-------------|-----|
|-----|------|------|------|----------|-----------------|------------------|------|-------------------|--------------------------|---------|---------|------|-------------|-----|

FISCAL YEAR: 2021-2023

| | | | | | | | | | | | | | | |
|------------------------|-----|------|----------|---------|-----------------------|--------|--|---------------|---------------------|---|---|---|--|---|
| 37 | 806 | BASE | START-UP | START\$ | 1/1/2022 - 12/31/2022 | 0 /N/A | | \$0.00 | \$100,257.24 | C | 1 | N | | 1 |
| | | | | | | | | <u>\$0.00</u> | <u>\$100,257.24</u> | | | | | |
| TOTAL FOR SE# 37 | | | | | | | | <u>\$0.00</u> | <u>\$100,257.24</u> | | | | | |
| TOTAL FOR 2021-2023 | | | | | | | | <u>\$0.00</u> | <u>\$100,257.24</u> | | | | | |
| TOTAL FOR M0603 173132 | | | | | | | | <u>\$0.00</u> | <u>\$100,257.24</u> | | | | | |

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 03/15/2022

Contract#: 173132
REF#: 003

REASON FOR FAAA (for information only):

Start-up - Community Mental Health Services (MHS 37), funds are awarded.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0603 1A. The expenditure of financial assistance subject to this special condition may only be used for start-up activities related to Mobile Crisis. Exhibit 37-StartUp to Service Description MHS 37 applies to the financial assistance subject to this special condition. B) Per email sent by Steve Allen on Wednesday 3/2/2022 with a PDF attached titled, "Mobile Crisis Memo for CMHP directors_CFAA amendment_SA Signed", dated 3/1/2022.

Certificate Of Completion

| | |
|---|-----------------------------------|
| Envelope Id: 50DAA2AF94E04DC9BAD529FABD95FA62 | Status: Sent |
| Subject: 173132-2 Crook County | |
| Source Envelope: | |
| Document Pages: 4 | Signatures: 0 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Larry Briggs |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | LARRY.O.BRIGGS@dhsaha.state.or.us |
| | IP Address: 209.112.106.2 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Larry Briggs | Location: DocuSign |
| 3/23/2022 3:25:48 PM | LARRY.O.BRIGGS@dhsaha.state.or.us | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Carahsoft OBO Oregon Health Authority - CLM | Location: DocuSign |

Signer Events

Signature

Timestamp

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mick Mitchell

mick.j.mitchell@dhsaha.state.or.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Margie Stanton

MARGIE.C.STANTON@dhsaha.state.or.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 5/26/2020 8:11:14 AM
ID: 20e5e982-b92b-49ae-b319-83ecdb2ac0b5

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Eric Blaine

eric.blaine@co.crook.or.us

Security Level: Email, Account Authentication (None)

Sent: 3/23/2022 3:29:10 PM

Electronic Record and Signature Disclosure:
Accepted: 12/17/2021 10:49:40 AM
ID: ba09c238-c094-4080-84d7-5daed4e2c5e4

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

| Carbon Copy Events | Status | Timestamp |
|---|--|--|
| <p>Lindsay Azevedo lindsay.azevedo@co.crook.or.us Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/5/2022 4:26:43 PM ID: 0cf43432-634a-4dff-a7df-442c47d1f08f</p> <p>amhcontract.administrator@dhssoha.state.or.us amhcontract.administrator@dhssoha.state.or.us Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Candice Powley candy.c.powley@dhssoha.state.or.us Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | <p>Sent: 3/23/2022 3:29:10 PM Viewed: 3/23/2022 3:30:41 PM</p> |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 3/23/2022 3:29:10 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Oregon Health Authority - CLM:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mick.j.mitchell@dhsoha.state.or.us

To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Oregon Health Authority - CLM

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mick.j.mitchell@dhsosha.state.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 3/29/2022

RE: *IGA w/ Prineville for GIS Support*
Our File No.: GIS 78

The County has an IGA with the City to provide GIS support to the local 911 office. The IGA has been in place since 2017, with this being its 4th amendment. The amendment will extend the termination date through June 2023.

Levi Roberts has requested that we renew this IGA.

Please place this memo and the attached document(s) on the Wednesday, April 6, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.

AMENDMENT 4
To Intergovernmental Agreement for GIS Support

This Amendment 4 is entered into by and between Crook County, a political subdivision of the State of Oregon, acting through its GIS/IT Department (hereinafter “County”), and the City of Prineville, a municipal corporation of the State of Oregon (hereinafter “City”); collectively, County and City may be referred to as “the Parties.”

RECITALS

WHEREAS, County and City are parties to that certain Intergovernmental Agreement for GIS Support (hereinafter “the Agreement”) effective July 1, 2017 through June 30, 2019, for the provision of services related to the acquisition, development, maintenance, updating, processing, and configuration of mapping data for the Prineville Public Safety Answer Point (PSAP); and

WHEREAS, Amendment 1 to the Agreement was previously executed effective July 1, 2019 to extend the Agreement through June 30, 2020; Amendment 2 extended the duration through June 30, 2021; and Amendment 3 extended the duration through June 30, 2022; and

WHEREAS, and the Parties wish to continue the terms of the Agreement as modified by this Amendment 4.

AGREEMENT

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

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

Section Two: The duration of the Agreement is extended to June 30, 2023, unless sooner terminated according to its terms.

Section Three: Except as amended by this Amendment 4, all other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, City and County have executed this Amendment 4 effective on July 1, 2022.

CITY OF PRINEVILLE

CROOK COUNTY

Signature

Signature

Print Name & Title

Print Name & Title

Date

Date

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 3/30/2022

RE: *Barnes Butte Rd. Overlay RFP – Contract w/ Tri County Paving*
Our File No.: ROAD 364

This Contract was approved by the Court on 3/16/2022, but the motion didn't state it could be signed out of court. Attached is the Contract for signature.

Please place this memo and the attached document(s) on the Wednesday, April 6, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.

CONSTRUCTION CONTRACT

In consideration of the covenants herein below set forth, TRI COUNTY PAVING, LLC hereafter referred to as **CONTRACTOR**, and CROOK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, ACTING BY AND THROUGH ITS COUNTY COURT, hereafter referred to as **CROOK COUNTY**, mutually contract as follows:

1. **CONTRACTOR** agrees and covenants to perform and complete the work herein described and provided for and furnish all machinery and necessary tools, apparatus, equipment, supplies, materials, and labor, and do all things in accordance with the applicable specifications and any such alterations or modifications of this contract as may be made by **CROOK COUNTY**, and according to such directions as may from time to time be made or given by the Project Manager, under authority and within the meaning and purpose of this contract. The contract documents and bid specifications provided in the bid proposal document, any addenda, and the Bid Schedule of contract prices in the **CONTRACTOR**'s bid proposal are hereby incorporated by reference as if the same were fully set out in writing and inserted herein. The total cost to **CROOK COUNTY** for this project is **FOUR HUNDRED FIVE THOUSAND AND 00 /100 DOLLARS (\$405,000)**, complete with all material, labor, and equipment as may be necessary for the faithful and professional performance of this contract as may be required by **CROOK COUNTY** in accordance with plans and specifications all of which are incorporated herein by reference. All of said plans and specifications, the required bonds, Workers Compensation coverage and insurance coverage documents, and this contract and its attachments constitute the contract documents.

2. Any conflict or difference between the contract documents shall be called to the attention of **CROOK COUNTY** by **CONTRACTOR** before proceeding with affected work. In case of any conflict or any discrepancy between the contract documents, the specific provisions of this contract shall have priority over all others.

3. **CONTRACTOR** agrees to complete full performance in accordance with all plans and specifications by **JUNE 15, 2022**. Time is of the essence in this contract. Because of the difficulty of computing actual damages, liquidated damages of One Hundred Dollars (\$100) per calendar day shall be assessed if work is not completed and accepted on **JUNE 15, 2022**. The parties agree that this paragraph is a reasonable forecast of just compensation caused by the breach and is not a penalty.

4. Any progress payment shall be due according to contract specifications; final payment shall be due when the contract has been fully performed according to its terms. **CROOK COUNTY** shall make payment when **CONTRACTOR** submits evidence satisfactory to **CROOK COUNTY** of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the contract. Payment shall be made promptly in accordance with ORS 279C.500 - 279C.545, and both parties shall have all the rights and duties (including the right to withhold retainage) specified in ORS 279C.550 - 279C.570 regarding payment.

5. **CONTRACTOR** agrees that **CROOK COUNTY** shall not be responsible or liable to pay any sum of money over the contract total of **FOUR HUNDRED FIVE THOUSAND AND 00 /100 DOLLARS (\$405,000)**, except that **CROOK COUNTY** agrees to pay **CONTRACTOR** based on actual quantities of work performed and other basis of payment specified, taking into account any amounts that may be deductible under this contract, provided that the work performed is in accordance with the contract, is satisfactorily performed at the direction of the Project Manager, and is covered, if necessary for **CROOK COUNTY** budget purposes, by a contract amendment. Notwithstanding any term contained herein to the contrary, **CROOK COUNTY** shall not be liable or responsible for any payment for additional work or cost unless **CROOK COUNTY** specifically assumes in writing such responsibility and liability on and by itself.

6. **CONTRACTOR** shall comply with all provisions included in the Bidder's Proposal and are hereby incorporated by this reference.

7. Workers in each trade or occupation employed in the performance of the contract by **CONTRACTOR** or any subcontractor, as referenced in ORS 279C.580 - 279C.590, shall be paid not less than the prevailing minimum hourly rate of wage on the date of **CONTRACTOR'S** bid, as determined by the Commissioner of the Oregon Bureau of Labor. For each week during which workers are employed upon the public work, **CONTRACTOR**, any subcontractor or their sureties, shall file weekly/monthly certificates of rate of wage as required by ORS 279C.845. If **CROOK COUNTY** determines at any time that the prevailing rate of wages has not or is not being paid as required herein, it may retain, for the monies due to **CONTRACTOR**, an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract. **CONTRACTOR** shall be liable to the workers affected for failure to pay the required rate of wage in the amount of their unpaid minimum wages, including all fringe benefits under ORS 279C.840.

8. **CROOK COUNTY** shall pay a fee of one/tenth of one percent (0.1%) of the price of this contract to the Bureau of Labor and Industries subject to the limits of ORS 279C.825. The fee shall be paid within the time period set forth in ORS 279C.825(3).

9. The performance of this contract is at **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent of the County as those terms are used in ORS 30.265. **CONTRACTOR** is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by **CONTRACTOR** shall be similarly responsible.

10. The **CONTRACTOR** shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the **CONTRACTOR**, the **COUNTY**, or to others on account of the negligence or misconduct of the **CONTRACTOR** or any Subcontractor under the Contract. The **CONTRACTOR** shall indemnify and save harmless the **COUNTY**, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the **CONTRACTOR** or any Subcontractor under the Contract or any way arising out of the Contract, to the extent caused by the negligence or misconduct of the **CONTRACTOR**, or any Subcontractor under the Contract. **CONTRACTOR** shall not be required to indemnify under this paragraph to the extent damages are caused in whole or in part from the negligence of the **COUNTY**, its officials, agents, and employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate **CONTRACTOR'S** obligations in this paragraph.

11. By execution of this contract, **CONTRACTOR** certifies under penalty of perjury that to the best of **CONTRACTOR'S** knowledge, **CONTRACTOR** is not in violation of any tax laws described in ORS 305.380(4), and **CONTRACTOR** has not discriminated against minority, women, or small business enterprises in obtaining any required subcontract.

12. By execution of this contract, **CONTRACTOR** agrees to have an employee drug-testing program in place at the time of executing the contract, and that such a program will be maintained throughout the contract period, including any extensions. The failure of **CONTRACTOR** to have or maintain such a drug testing program is grounds for immediate termination of the contract. The **CONTRACTOR** shall require each subcontractor providing labor for the project to also comply with this drug testing program requirement.

13. **CROOK COUNTY** shall not be liable, either directly or indirectly, for any dispute arising out of the substance or procedure of **CONTRACTOR'S** drug testing program. Nothing in this drug testing provision shall be construed as requiring **CONTRACTOR** to violate any legal rights, including constitutional rights, of any employee, including but not limited to selection of which employees to test and the manner of such testing. **CROOK COUNTY** shall not be liable for **CONTRACTOR'S** negligence in establishing or implementing, or failure to establish or implement a drug testing policy, or for any damage or injury caused by **CONTRACTOR'S** employees acting under the influence of drugs while performing work covered by this contract. These are

CONTRACTOR'S sole responsibilities and nothing in this provision is intended to create any third-party beneficiary rights against **CROOK COUNTY**.

14. **CONTRACTOR** may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.585 in accordance with statutory criteria, including demonstration of inadvertent error, the subcontractor's failure or refusal to execute or perform under a written contract, to meet bond requirements, to perform substantially satisfactory work or affirmatively causing substantial delay or disruption to work progress, subcontractor's bankruptcy or insolvency, or failure to be registered with Construction Contractors Board, if required, or otherwise be eligible to work on a public improvement project pursuant to applicable statutory requirements.

15. **CONTRACTOR** is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements. **CROOK COUNTY** shall not be liable, either directly or indirectly, in any dispute arising out of the **CONTRACTOR'S** actions with regard to subcontractor selection and substitution.

16. **CROOK COUNTY** reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, plant, or contractor with which **CROOK COUNTY** has reasonable grounds to believe is or may be operating in violation of any local, state, or federal laws, or which is the subject of pending litigation.

17. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties. This document is the entire, final, and complete agreement of the parties pertaining to this Construction Contract, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives.

18. **CONTRACTOR** shall make payment promptly, as due, to all persons supplying to such **CONTRACTOR** labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

19. **CONTRACTOR** shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from **CONTRACTOR** or any subcontractor in connection with the performance of the contract.

20. **CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against **CROOK COUNTY** due to any labor or material furnished by **CONTRACTOR**. **CONTRACTOR** shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify, and hold **CROOK COUNTY** harmless from any such lien or claim.

21. **CONTRACTOR** and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

22. If **CONTRACTOR** fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the **CONTRACTOR** or a subcontractor by any person in connection with the public contract as such claim becomes due, **CROOK COUNTY** may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the **CONTRACTOR** by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the **CONTRACTOR** or its surety from the obligation with respect to any unpaid claim. If **CROOK COUNTY** is unable to determine the validity of any claim for labor or services furnished, **CROOK COUNTY** may withhold from any current payment due **CONTRACTOR** an amount equal to said claim until its validity is determined, and until the claim, if valid, is paid by the **CONTRACTOR** or **CROOK COUNTY**. There shall be no financial acceptance of the work under the contract until all such claims have been resolved.

23. **CONTRACTOR** shall make payment promptly, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of **CONTRACTOR**, of all sums which the **CONTRACTOR** agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

24. For all public contracts, with certain exceptions listed below, **CONTRACTOR** shall not employ an employee for more than ten (10) hours in any one day, or forty (40) hours in any one week except in case of necessity, emergency, or where public policy absolutely requires otherwise, and in such cases **CONTRACTOR** shall pay the employee at least time and a half for:

- (a.) All overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday, and
- (b.) All overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and
- (c.) All work performed on the days specified in ORS 279C.540.
- (d.) The **CONTRACTOR** shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
- (e.) The **CONTRACTOR** may not prohibit any of the **CONTRACTOR'S** employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee of another person.

25. **CONTRACTOR** must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

26. The hourly rate of wage to be paid by any **CONTRACTOR** or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 - 279C.870.

27. The **CONTRACTOR**, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

28. **CONTRACTOR** shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual.

29. This contract may be cancelled at the election of **CROOK COUNTY** for any substantial breach, willful failure, or refusal on the part of **CONTRACTOR** to faithfully perform the contract according to its terms. **CROOK COUNTY** may terminate the contract by written order or upon request of the **CONTRACTOR** if the work cannot be completed for reasons beyond the control of either the **CONTRACTOR** or **CROOK COUNTY**, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the **CONTRACTOR** is entitled to a reasonable time extension, costs, and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated due to the public interest, the **CONTRACTOR** shall be paid per ORS 279C.660.

30. If **CROOK COUNTY** does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. **CROOK COUNTY** will notify **CONTRACTOR** of such non-appropriation not later than thirty (30) days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, **CROOK COUNTY** shall have no further obligation to the **CONTRACTOR** for payments beyond the termination date. This provision does not permit **CROOK COUNTY** to terminate the contract in order to provide similar services or goods from a different contractor.

31. **CONTRACTOR** agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability, or quality are otherwise equal.

32. **CONTRACTOR** agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by **CROOK COUNTY**.

33. **CONTRACTOR** agrees to make all provisions of the contract with **CROOK COUNTY** applicable to any subcontractor performing work under the contract.

34. **CROOK COUNTY** will not be responsible for any losses or unanticipated costs suffered by **CONTRACTOR** as a result of **CONTRACTOR'S** failure to obtain full information in advance in regard to all conditions pertaining to the work.

35. **CONTRACTOR** certifies that he/she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits, or certificates before performing any work. The failure of **CONTRACTOR** to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

36. **CONTRACTOR** certifies that **CONTRACTOR** is "responsible" as that term is defined in ORS 279C.375 and that **CONTRACTOR**:

- (a.) has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise necessary to meet all contractual responsibilities; and
- (b.) holds current licenses in this State in order to undertake or perform the work specified in the contract; and
- (c.) is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents; and
- (d.) qualifies as a carrier-insured employer or a self-insured employer, or has elected coverage under State Worker's Compensation Law; and
- (e.) has made the first tier subcontractor disclosure required by the contracting agency; and
- (f.) has completed previous contracts of a similar nature with the satisfactory record of performance; and
- (g.) has a satisfactory record of integrity; and
- (h.) is legally qualified to contract with the contracting agency; and
- (i.) supplied all necessary information in connection with the inquiry concerning responsibility; and
- (j.) possesses an unexpired certificate issued by the Oregon Department of Administrative Services if the **CONTRACTOR** employs fifty (50) or more full-time workers and submitted a bid for a procurement with an estimated contract price that exceeds \$500,000.

37. **CONTRACTOR** represents and warrants that **CONTRACTOR** has complied with the tax laws of this State or a political subdivision of this State, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. **CONTRACTOR** covenants to continue to comply with the tax laws of this State or a political subdivision of this State during the term of the public contract, and provides that **CONTRACTOR'S** failure to

comply with the tax laws of this State or a political subdivision of this State before the **CONTRACTOR** executed the public contract or during the term of the public contract is a default for which **CROOK COUNTY** may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

38. It is a material condition of this contract that **CONTRACTOR** remain certified as a disadvantaged, minority, women, or emerging small business enterprise under ORS 200.055 or businesses that service-disabled veteran owns for the entire term of the public contract, whenever **CROOK COUNTY** awards the public contract, in whole or in part, on the basis of the **CONTRACTOR'S** certification.

- (a.) **CONTRACTOR** shall provide in the **CONTRACTOR'S** subcontracts that a subcontractor remain certified as a disadvantaged, minority, women, emerging small business enterprise under ORS 200.055, or businesses that service-disabled veteran owns for the entire term of the subcontract, if the **CONTRACTOR** awards the subcontract, in whole or in part, on the basis of the subcontractor's certification.

39. Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by **CROOK COUNTY**. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to **CROOK COUNTY** with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the **CONTRACTOR** has a right to grant such license. **CONTRACTOR** shall exert all reasonable effort to advise **CROOK COUNTY**, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. **CROOK COUNTY** shall receive prompt written notice of each notice or claim of copyright infringement received by **CONTRACTOR** with respect to any data delivered under this contract. **CROOK COUNTY** shall have the right to modify or remove any restrictive markings placed upon the data by **CONTRACTOR**.

40. The Standard Specifications for Highway Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

41. If **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4), and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the **CONTRACTOR** or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency, or from the **CONTRACTOR**, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

42. If **CONTRACTOR** or subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

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

44. CONTRACTOR is engaged hereby as an independent contractor, and will be so deemed for all purposes. CONTRACTOR will be solely responsible for the payment of any federal or state taxes required as a result of this agreement. This contract is not intended to entitle CONTRACTOR to any benefits generally granted to CROOK COUNTY employees. Without limitation, but by way of illustration, CONTRACTOR is an independent contractor for purposes of the Oregon Workers' Compensation Law and is solely liable for any workers' compensation coverage under this contract.

45. CONTRACTOR shall comply with the prevailing wage rates of the State of Oregon, currently in effect and as amended, governing all covered workers for all work on said property project and shall hold CROOK COUNTY harmless therefrom. Prevailing wage law includes but is not limited to ORS 279C.800 - 279C.870.

- (a.) The prevailing wage rates for Crook County (Region 10) are to be paid workers employed in the performance of the contract, either by CONTRACTOR or subcontractor (see Section III).
- (b.) A fee is required to be paid to the Bureau of Labor and Industries as provided in ORS 279C.825 and shall be paid by Crook County pursuant to paragraph 8.

46. This Construction Contract 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 contract on the below said date.

CONTRACTOR

CROOK COUNTY

Business Name: Tri County Paving

By: [Signature]
Signature

Jeff Carr
Print Name

Its: Member

Date: 3/28/2022

Contractor's CCB # 189644

541-526-5800

Telephone Number

PO Box 11621

Address

Redmond OR 97756

City State Zip

Seth Crawford, County Judge
Date: _____

Jerry Brummer, County Commissioner
Date: _____

Brian Barney, County Commissioner
Date: _____

Performance Bond

Crook County Barnes Butte Overlay Project
Contract No.: 2021-03

KNOW ALL MEN BY THESE PRESENTS: That we _____, as principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of _____ (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under the contract, upon the terms set forth and within the time prescribed therein, or as extended as provided in the contract, and agrees to indemnify, defend and hold Crook County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the principal, the principal's agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, principal shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's sole negligence and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect. Nonpayment of the bond premium will not invalidate this bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL: _____
Principal's Name (Print or Type)

SURETY: _____

By: _____
Authorized Official's Signature (Print or Type)

ATTORNEY IN FACT [POA must be attached to this bond]

Official Capacity (Print or Type)

Agent

PRINCIPAL: _____
Principal's Name (Print or Type)

Attach additional signature page for Surety if using multiple bonds

By: _____
Authorized Official's Signature (Print or Type)

Surety's Seal Must Be Affixed

Official Capacity (Print or Type)

Payment Bond

Crook County Barnes Butte Overlay Project

Contract No.: 2021-03

KNOW ALL MEN BY THESE PRESENTS: That we _____, as principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of _____ (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal shall make payment promptly, as due to all subcontractors and to all persons supplying to the contractor or its subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and, if applicable, shall pay not less than the State of Oregon Bureau of Labor and Industries prevailing wage rates in effect as of the date of the bid, per hour, day and week for and to each and every worker who may be employed in and about the performance of the contract and shall pay all contribution amounts due for workers' compensation and all amounts due the State Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employees and payable to the State Department of Revenue, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay Crook County such damages as may accrue to Crook County under the contract, then this obligation is void, otherwise to remain in full force and effect, provided that surety will remain liable to satisfy the claim of any worker affected by the failure of the principal or any subcontractor under the contract to pay the minimum rate of wage in accordance with the contract in the amount of the unpaid minimum wages and an additional amount equal thereto as liquidated damages.

Nonpayment of the bond premium will not invalidate this Bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL: _____
Principal's Name (Print or Type)

SURETY: _____

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

ATTORNEY IN FACT [POA must be attached to this bond]

PRINCIPAL: _____
Principal's Name (Print or Type)

Agent
Attach additional signature page for Surety if using multiple bonds

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

Surety's Seal Must Be Affixed

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

Val Hoyle
Labor Commissioner
Rates Effective January 1, 2022





VAL HOYLE
Labor Commissioner

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 1, 2022.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. In the 2021 Legislative Session, the Legislature passed [Senate Bill \(SB\) 493](#) which was signed by the Governor with the effective date of January 1, 2022. SB 493 amends state PWR law (ORS 279C.815) and provides that the prevailing rate of wage for each locality is the wage in the collective bargaining agreement that covers that occupation. If more than one collective bargaining agreement covers that occupation, the highest rate of wage among the collective bargaining agreements will prevail. Accordingly, the rates in this book are determined using wage information from current collective bargaining agreements for each trade and occupation for each of the 14 geographic regions of the state.

Thank you for your engagement in the process and commitment to Oregon law.

Our team is ready to help support you with any questions you have. We also offer regular, free informational seminars and webinars for contractors and public agencies. Contact us at PWR.Email@boli.oregon.gov or (971) 353-2416.

Val Hoyle
Labor Commissioner

More information about prevailing wage rates:

The Oregon Bureau of Labor & Industries publishes the prevailing wage rates (PWR) that are required to be paid to workers on non-residential Oregon public works projects.

A separate document, [Definitions of Covered Occupations for Public Works Contracts in Oregon](#), provides occupational definitions used to classify the duties performed on public works projects. These definitions are used to find the correct prevailing wage rate.

The rate book and definition publications are available online at <https://www.oregon.gov/boli> as well as additional information and supporting documents and forms.

Please contact us at PWR.Email@boli.oregon.gov or (971) 353-2416, for additional information such as:

- Applicable prevailing wage rates for projects (Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.)
- Federal Davis-Bacon rates (In cases where projects are subject to both state PWR and federal Davis-Bacon rates, the higher wage must be paid.)
- Required PWR provisions for specifications and contracts
- Apprentice rates

Portland · Salem · Eugene
Bend · Medford

oregon.gov/boli
mafb@boli.state.or.us

(971) 673-0761
Ore, Relay TTY: 711





STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #: 274281C

CCB # (if applicable): 189644

We, Tri County Paving LLC, as principal, and Indemnity Company of California, a corporation qualified and authorized to do

business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this 22ND day of June, 2010

Surety by:

Principal by:

Indemnity Company of California (Seal)
Company Name
Reida C. Robinson
Signature

Tri County Paving LLC
Name
[Signature]
Signature
member/manager
Title

Attorney-in-Fact
Title (e.g. Attorney-in-Fact)

SEND BOND TO: Construction Contractors Board
PO. Box 14140
Salem, OR 97309-5053
Telephone: (503) 575-4621

P. O. Box 1621
Address
Redmond, OR 97756
City State Zip



LIMITED POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each severally, but not jointly, hereby make, constitute and appoint: **REIDA C ROBINSON**

**AUTHORITY LIMITED TO: BOND NUMBER 274281C
BOND AMOUNT \$30,000.00**

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

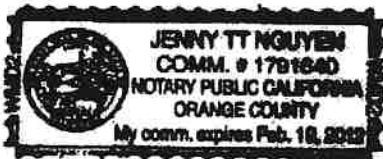
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jenny TT Nguyen*
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 22ND day of June, 2010.

By: *Gregg Okura*
Gregg Okura, Assistant Secretary



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: Terra Tyger Date of Request: 3.23.22
 Email: tyger@kidscenter.org Phone: 541.350.8772
 Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? 4.6.22
2. Describe the matter to be placed before the Court: April's Child Abuse Prevention Month
3. What action are you requesting that the Court take? Read and approve April Proclamation
4. What is the cost involved with your request, if applicable? 0
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?
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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CROOK COUNTY, OREGON

A Proclamation Declaring April 2022 to be Child Abuse Prevention Month

PROCLAMATION

WHEREAS, there were over 2,100 reports of child abuse and neglect in Central Oregon last year; and

WHEREAS, we all have a responsibility, as individuals, neighbors, community members and citizens of Central Oregon to help create healthy, safe, nurturing experiences for children; and

WHEREAS, safe and healthy childhoods help produce confident and successful adults; and

WHEREAS, child abuse and neglect often occur when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse and neglect cases stem from situations and conditions that are preventable with the support of an engaged community; and

WHEREAS, child abuse and neglect can be reduced by making sure that families have the support and access to services they need to raise their children in a healthy environment; and

WHEREAS; child abuse and neglect not only directly harm children, but the trauma can also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and poor academic outcomes; and

WHEREAS; effective prevention programs succeed because of partnerships among agencies, schools, faith communities, philanthropic and civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, BE IT RESOLVED that the Crook County Board of Commissioners does hereby proclaim April 2022 to be Child Abuse Prevention Month in Crook County and we urge all citizens to work together to make sure every family has the support they need and deserve to raise their children in a healthy environment.

DATED this 6th day of April 2022 by the Crook County Board of Commissioners.

SETH CRAWFORD, County Judge

JERRY BRUMMER, Commissioner

BRIAN BARNEY, Commissioner

ATTEST:

Recording Secretary



Request to place business before the Crook County Court

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

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

Your name: Oregon High School Rodeo Association Date of Request: 3/23/2022
Email: oregonhsrodeo@gmail.com Phone: 541-546-7007
Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? April 6, 2022
2. Describe the matter to be placed before the Court: Request for facility rent of the Crook Co. Fairgrounds for both Tri County HS Rodeo April 29 - May 1 & State Finals Rodeo June 8-12
3. What action are you requesting that the Court take? To pay for our facility rent like what has been done in the past. We appreciate all that has been done, our association has grown and we will bring in over 200 families throughout the weekend.
4. What is the cost involved with your request, if applicable? \$1250 for Tri County Rodeo on April 29-May 1st. \$6000 for the cost of State Finals June 8-12.
5. Please estimate the time required for your presentation.
 5 minutes 10 minutes 15 minutes other _____ minutes
6. Are you (or will you be) represented by legal counsel?
 _____ Yes (please name your attorney) _____
 No, I am not currently represented. **(Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)**
7. If you have a physical disability and require an accommodation, please specify your need:
NONE

Optional Endorsement:

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

Court member signature

Date

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: March 24, 2022

RE: Recommendation for Belknap Center CM/GC
Our File No.: 17(B)

The County recently solicited proposals for a Construction Manager/General Contractor (CM/GC) to lead in the construction of the Bowman Museum's Belknap Exhibit Center. The procurement was led by an Evaluation Committee which consisted of eight members, including representatives from the Crook County Historical Committee.

The County received proposals from two firms: Kirby Nagelhout Construction Company (KNCC) and Griffin Construction LLC (GC) (both attached herein). The County previously exempted the procurement from competitive bidding through Order 2022-07, which allowed a grading of the factors other than price. Thus the proposals were graded on the following scale:

- firm's experience and qualifications (FXQ) 15%;
- personnel experience and qualifications (PXQ) 25%;
- public construction experience (PCX) 10%;
- GM/GC experience (CMX) 10%;
- proposed approach (PA) 10%;
- local knowledge (LK) 10%; and
- fee (\$) 15%.

Overall, the Evaluation Committee was quite impressed with both proposals. The Evaluation Committee felt very confident that either proposer would be able to achieve the vision of the County and Historical Society for this project. Both proposers scores were very close, save for one factor. The Evaluation Committee's average score for each category for each firm were as follows:

| Firm | FXQ | PXQ | PCX | CMX | PA | LK | \$ | Total |
|-------------|------------|------------|------------|------------|-----------|-----------|-----------|---------------|
| KNCC | 14.75 | 23.75 | 10 | 14.75 | 9.875 | 9.75 | 15 | 97.875 |
| GC | 14.5 | 23.125 | 9.75 | 13.875 | 8.625 | 10 | 7.75 | 87.625 |

Though the procurement reserved the right of the County to conduct interviews, because of the disparity in the scores for pricing, the Evaluation Committee decided that interviews would not be necessary, and the proposers had already dedicated a great deal of time on this procurement.

Pursuant to statute and the RFP, with the County Court's approval, the County would begin negotiations with the highest ranked proposer for an agreeable contract. Should negotiations be unsuccessful, the County may then begin negotiations with the second highest-ranked proposer.

The Evaluation Committee recommends a motion naming KNCC the highest ranked proposer and to initiate negotiations with KNCC for CM/GC services for the new Belknap Exhibit Center.

Please place this memo and the attached document(s) on the Wednesday, April 6, 2022 County Court Agenda as a DISCUSSION ITEM, for approval and signatures.

Approved this ____ day of _____ 2022.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner