



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, June 1, 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 May 17, 2022 Work Session and May 18 Regular Meeting
2. Approve Pauly, Rogers & Co. PC Engagement Letter
3. Approve DAS Grant Agreement #8227
4. Approve DOR-061-22 Crook County OR MAP Maintenance
5. Approve Amendment 4 for SBHC Services with BestCare
6. Approve 2nd Amendment to T-Mobile Cell Tower Lease
7. Approve Amendment 5 to Environmental Health Hearings Officer Contract with Craghead Law LLC
8. Approve Personnel Action Forms: Bowdey Dye & Shawn Powlison
9. Approve Carlson Testing, Inc. Special Instructions & Testing Service for Justice Center

SCHEDULED APPEARANCES

10. Plat Signing
11. Holiday Partnership Update

Requester: Brett Morgan
Requester: Beth Jay

DISCUSSION

12. Swearing in of Parole and Probation Lieutenant, Aaron Boyce and Patrol Lieutenant Don Wagner
Requester: Sheriff Gautney

13.

EXECUTIVE SESSION – None Scheduled

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

NOTICE AND DISCLAIMER

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

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

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

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

If you are interested in obtaining additional 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 MAY 17, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on May 17, 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; Manager Tim Deboodt; Scott Eckstein; Phyllis Eckstein and Jack Rabenberg.

WORK SESSION

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

Agenda Item #1, Memorial Sign: Scott and Phyllis Eckstein attended the County's Work Session to request a memorial sign in memory of their son's, Jake and Josh. Mr. and Mrs. Eckstein's sons passed away in a car accident in 2019 on their way to work after hitting a patch of ice. Mr. and Mrs. Eckstein asked the County to install a road sign at the location of the accident warning of ice, in memory of Jake and Josh. The County has concerns about distracting drivers and would like to work with the Eckstein's to install a bench in memory of Jake and Josh, either at the viewpoint or the trail system near viewpoint. Having received Mr. and Mrs. Eckstein's consent, Judge Crawford will work towards securing a site for the bench.

At 9:23 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

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

There being no further business before the Court, the meeting was **adjourned at 9:33 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF MAY 18, 2022 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on May 18, 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; Accounting Manager Christina Haron; Finance Director Dodge Kerr; Budget Analyst Jamie Berger; Accountant Kathy Puckett; Assessor Jon Soliz; Manager Tim Deboodt; Director Will VanVactor; Andy Parks; Corey Whalen; Monty Kurtz and Jack Rabenberg.

REGULAR SESSION

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

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

Discussion item #12: Finance Director, Dodge Kerr presented Order 2022-18, in which the Bowman Museum transferred \$6,645 from the contingency fund to the capital outlay fund for the purpose of purchasing a microfilm scanner. A public hearing was opened, with no public comments the hearing was closed.

MOTION to approve Order 2022-18 adopting resolution for FY 2021-2022. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #13: Finance Director, Dodge Kerr presented Order 2022-19, in which changes would be made to the following funds 708, 393, 392, 709 and 251. A public hearing was opened, with no public comments the hearing was closed.

MOTION to approve Order 2022-19 adopting resolution for FY 2021-2022. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #14: County Council, Eric Blaine presented the Court with Order 2022-17, a policy for reimbursement to the District Attorney's who may receive bar complaints. This matter has been discussed at several prior meetings and was approved by the County Court. However, they would like Mr. Blaine to request any information regarding District Attorney bar complaints received by the State Bar Association.

MOTION to approve Order 2022-17 policy regarding how the County may reimburse employees for bar complaints. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #15: The County received the third amendment to IGA 173132, community mental health program funding agreement. There are changes to the currency allocations from the previous amendments, however, the total amount of money received will be approximately \$22,000 more. Rick Treleaven from Best Care approve of the amendment.

MOTION to approve the third amendment to community mental health IGA 173132. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #16: Andy Parks a consultant for the County presented four options in which County employees could receive a one-time retention payment using The American Rescue Plan Act (ARPA) funds. After some discussion it was determined all full-time and part-time County employees who were employed by or before May 1, 2022, would receive a one-time payment of \$1,200 plus 4% of each qualifying employee's hourly rate for regular hours worked from July 1, 2021, to June 30, 2022.

MOTION to approve all full time and part-time employees who were employed by the County by May 1, 2022, a onetime pay adjustment of \$1,200, plus 4% of each qualifying employee's hourly rate for regular hours worked from July 1, 2021, to June 30, 2022. 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 9:37 a.m.**

Respectfully submitted,

Amy Albert



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May 13, 2022

Crook County

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2022. We will audit the basic financial statements of Crook County as of and for the year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Crook County as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Crook County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Crook County's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI, as identified in the financial report, is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited.

We have also been engaged to report on supplementary information other than RSI that accompanies Crook County's financial statements. We will subject the supplementary information, as identified in the financial report, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

In connection with our audit of the basic financial statements, we will read the other information, as identified in the financial report, and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

Crook County
May 13, 2022

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Crook County
May 13, 2022

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Crook County's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Crook County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Crook County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also prepare OR assist in preparing the financial statements and related notes of Crook County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities

Crook County
May 13, 2022

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of

Crook County
May 13, 2022

expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. Your employees will also upload all requested information to our ShareFile portal. We anticipate that the audit will be conducted remotely. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Crook County
May 13, 2022

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Pauly, Rogers and Co. P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pauly, Rogers and Co. P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kenny Allen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation. The fees for our services should not exceed the following, except as noted below:

Audit Services:

Financial Statement Audit	\$ 44,000
Single Audit	<u>4,000</u>
Total	<u>\$ 48,000</u>

The single audit fee quoted above includes the selection of one major program (or one cluster) to be tested. Due to risk criteria, some, of which are mandated by the federal government, more programs may be required to be selected for testing. In that case each additional major program will cost \$3,500.

If the County does not have substantially all items on the preparation list available and ready for audit, including all accounts reconciled, the County must contact us to re-schedule the audit. Cancellation for any reason must be communicated to the in-charge auditor at least three days prior to the first scheduled date of fieldwork, otherwise a mobilization fee of \$1,000 will be charged to the County. If the audit team arrives at the County's offices to conduct fieldwork and finds that the books and records are not adequately prepared for audit, the audit team will have to re-schedule fieldwork until such time that the County's books and records are adequately prepared for audit and a mobilization fee of \$1,000 will be charged to the County.

Crook County
May 13, 2022

Upon issuance of any invoices, there is a 30 day grace period for payment before a finance charge is assessed on any outstanding balance. Should any outstanding balance for our services exceed 31 days, you will be notified in writing of the balance due for the specified work performed, and we will perform no further services until we are paid in full. A total of three letters will be sent before we begin collection procedures after 120 days. You agree to reimburse us for all administrative, collection service, attorney, and other related filing fees and costs associated with the collection of our fees.

Any claim arising out of services rendered to this agreement shall be resolved in accordance with the laws of the State of Oregon. It is agreed by the County and Pauly, Rogers and Co., P.C. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the County shall be asserted more than two years after the date of this engagement report issued by us.

The County hereby indemnifies Pauly, Rogers and Co., P.C. and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management, regardless of whether such person was acting in the County's interest. This indemnification will survive termination of this letter.

We have provided staff to work with your County as auditors. In the future, you may decide that you need the services of one or more full-time employees for this work. At that time, we can assist you in identifying qualified individuals. However, because of the knowledge that our staff has obtained about your County, you may wish to hire one or more of them. If this should occur, we will charge you a recruiting fee equivalent to twenty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing body of Crook County, which will also address other information in accordance with AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose. Our latest peer review letter is available on the AICPA website for the public to view.

Crook County
May 13, 2022

We appreciate the opportunity to be of service to Crook County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,



Kenny Allen, CPA
PAULY, ROGERS AND CO., P.C.

Signature: _____

Title: _____

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: Eric Blaine, County Counsel

DATE: May 23, 2022

RE: Coronavirus Relief Funds grant agreement No. 8227
Our File No.: Ct. Contracts # 285

The County has received an offer of an additional \$1.5 million in Coronavirus State Fiscal Recovery Fund monies, to be spent by June 30, 2024. The purpose of the grant funds is stated as: "Recipient shall use Grant funds to develop the intersection of Peters Road and Main St and purchase public safety vehicles." There is no division of funds described within the grant agreement for these two purposes, granting the County a degree of discretion as to how much of the funds would be apportioned to either project.

The terms of the grant are similar to what the County has approved in the past, with the following noteworthy features.

First, on Page 6, paragraph N(1)(c), there is a new requirement about paying prevailing wages. The County will need to have its antennas up to make certain we comply with this.

Second, on Page 9, paragraph L, DAS has included a provision awarding attorney fees to any party which prevails in litigation. That isn't necessarily bad, but it is a change in DAS's usual practice, and it's not the County's preference.

Finally, on page 12, under "Annual Reports," the County would be required to submit a report to DAS "as applicable" on "How the Project is Promoting Equitable Outcomes...." If DAS requires such a report, and more importantly requires the County as grantee to undertake specific outcomes based on protected class status, the County must be certain that it does not violate constitutional protections. This obligation falls upon the County even when complying with State of Oregon-mandated equity policies.

Please place this memo and the attached document(s) on the Wednesday, June 1, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.

**CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT**

Contract Number: 8227

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Department of Administrative Services (“DAS”), and Crook County (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Contract shall expire **October 1, 2024**.

This Contract includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B – Subcontract Insurance Requirements and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 74, DAS is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of Crook County Infrastructure and Economic Development as more particularly described in Exhibit A.

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$1,500,000.00

Completion Deadline: June 30, 2024.

SECTION 2 - FINANCIAL ASSISTANCE

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as DAS may reasonably require.

SECTION 3 - DISBURSEMENT

- A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. Financing Availability. DAS’s obligation to make, and Recipient’s right to request disbursement under this Contract terminate on the Completion Deadline.
- C. Conditions to Disbursements. DAS has no obligation to disburse Grant funds unless:
 - (1) DAS has sufficient funds currently available for this Contract; and

(2) DAS has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DAS, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.

SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant for Crook County infrastructure and economic development (the "Project"). Recipient may only use Grant funds to cover Project costs incurred during the period beginning March 3, 2021, and ending on the Completion Deadline ("Eligible Costs"). Recipient must disburse the entire Grant Amount on Eligible Costs no later than the Completion Deadline.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS as follows:

A. Organization and Authority.

- (1) Recipient is a public body validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802) from which the Grant is funded, including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the "CSFRF").

C. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.
- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
 - (3) Recipient shall save, protect and hold harmless DAS from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
 - (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the CSFRF to implement the Project. DAS's approval of Recipient's administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.
- D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.
- E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

- F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.
- G. Federal Funds. DAS's payments to Recipient under this Grant will be paid by funds received by DAS from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.
- H. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Contract. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Contract. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- I. Return of Undisbursed Grant Funds. Recipient must return to DAS any Grant funds not disbursed by the Completion Deadline.
- J. Financial Records. Recipient will cooperate with DAS to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide DAS the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- K. Inspection. Recipient shall permit DAS, and any party designated by DAS, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. Recipient shall supply any Contract-related information as DAS may reasonably require.
- L. Notice of Event of Default. Recipient shall give DAS prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Contribution and Recipient Subcontracts.

(1) Contribution.

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

its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

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

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

(2) Recipient Subcontracts. Recipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.

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

(ii) Recipient shall require its first-tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance of the types and in the amounts specified in Exhibit B and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under its Subcontracts, and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage

in the State of Oregon and that are acceptable to DAS. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of “reasonable steps” include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a “first tier” contractor is a contractor with which Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

N. Representations and Covenants Regarding Prevailing Wage.

- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (federal “Davis-Bacon Act”). If applicable, Recipient shall:
 - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
 - c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
 - i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
 - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to

be performed under the subcontract has an estimated cost of \$200,000 or greater.

- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

SECTION 7 - DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
- (1) Misleading Statement. Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
 - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- B. DAS Default. DAS will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

SECTION 8 - REMEDIES

- A. DAS Remedies. Upon the occurrence of an Event of Default, DAS may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of DAS’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from DAS. If, as a result of an Event of Default, DAS demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon DAS’s demand. DAS may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. DAS reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by DAS, Recipient’s sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims DAS has against Recipient.

SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, DAS may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If DAS anticipates a shortfall in applicable revenues or DAS fails to receive sufficient funding, appropriations or other expenditure authorizations to allow DAS, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of DAS to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's

confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of DAS.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. DAS and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 6, 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DAS by its attorneys.
- M. Public Records. DAS's obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



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

CROOK COUNTY

By: _____
George Naughton
DAS Chief Financial Officer

By: _____
Seth Crawford
County Judge

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Samuel B. Zeigler 3/11/2022

Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A
CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:**DAS**

State of Oregon, acting by and through its
Department of Administrative Services
155 Cottage St. NE
Salem, OR 97301-3966

Recipient

Crook County

300 NE 3rd St.
Prineville, OR 97754

Contract Administrator: Cathleen Connolly

Telephone: 971-374-3309

Email: Cathleen.z.connolly@das.oregon.gov

Contact: Dodge Kerr

Telephone: 541-447-6554 ext 396

Email: dodge.kerr@co.crook.or.us

Use of Funds/ Project Description:

Recipient shall use Grant funds to develop the intersection of Peters Road and Main St and purchase public safety vehicles.

Reporting Requirements:**Schedule**

Report Name	Frequency	Due Dates
Project Performance Plan	One-Time	45 days after the Effective Date
Quarterly Report	Quarterly	April 15 th , July 15 th , October 15 th , January 15 th
Annual Report	Annually	July 15 th

Project Performance Plan

Recipient shall submit to DAS, using a template and instructions provided by DAS, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes

9. Intermediate Outcomes
10. Long-Term Outcomes

Quarterly Reports

Recipient shall submit Quarterly Reports to DAS which shall include such information as is necessary for DAS to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by DAS that includes the following information:

1. Expenditure Report
 - a) Quarterly Obligation Amount
 - b) Quarterly Expenditure Amount
 - c) Projects
 - d) Primary Location of Project Performance
 - e) Detailed Expenditures (categories to be provided by DAS)
2. Project Status Update
 - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b) Progress since last update including project outputs and achieved outcomes.
 - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
 - d) Optional: Share with DAS community outreach/engagement or other positive local news stories.

Annual Reports

Recipient shall submit to DAS a report annually on the following, as applicable, using a template provided by DAS:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

Administrative Costs

Recipient shall also deliver to DAS no later than July 15, 2024, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the CSFRF. Grant funds may not be used to pay for any costs incurred after the Completion Deadline. For any unexpended Grant funds that were allocated for administrative costs as provided in the not-to-exceed amount above, DAS will direct Recipient on how to return or expend any such funds.

EXHIBIT B – SUBCONTRACT INSURANCE REQUIREMENTS

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Contract and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

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

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering each Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

A. Automobile Liability Broadened Pollution Liability Coverage Endorsement

If a Contractor is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if the Contractor is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by a Contractor and the Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide continuous claims made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and DAS's acceptance of all Services required under the Contract, or
- (ii) DAS or Recipient termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, each Contractor shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by DAS under this Contract and to provide updated requirements as mutually agreed upon by Recipient and DAS.

STATE ACCEPTANCE:

All insurance providers are subject to DAS acceptance. If requested by DAS, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C
FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.332(A)(1))

(i) Subrecipient* Name: <i>(must match name associated with UEI)</i>	«Subrecipient» Crook County
(ii) Subrecipient's Unique Entity Identifier (UEI):	055495964 (DUNS)
(iii) Federal Award Identification Number (FAIN):	SLFRP4454
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	July 23, 2021
(v) Grant period of performance start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vi) Grant budget period start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vii) Amount of federal funds obligated by this Grant:	\$1,500,000.00
(viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:	\$
(ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$1,500,000.00
(x) Federal award project description:	Coronavirus State Fiscal Recovery Fund
(xi) a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Stephanie Tyrer, COVID Fiscal Relief Mgr. statefiscal.recoveryfund@das.oregon.gov
(xii) Assistance listings number, title and amount:	Number: 21.027 Title: Amount:
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	
b. Is the 10% de minimis rate being used per 2 CFR § 200.414?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to DAS.

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.

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: Eric Blaine, County Counsel

DATE: May 23, 2022

RE: IGA with Department of Revenue for mapping services
Our File No.: GIS 90

Under the attached agreement, Crook County would pay the Oregon Department of Revenue for staff time spent on map maintenance services, for the benefit of the County Assessor's office. The hourly rate for such services will not exceed \$60.00 per hour; however, while the total number of hours for the duration of the agreement is estimated to be 400 for Fiscal Year 2022-23, the total number of hours is not limited. Jon Soliz believes, however, that the Assessor's office only used about 70% of the estimated hours last year, and does not foresee dramatically exceeding the estimate this year.

While it is only one page long, it is my recommendation that it is legally sufficient for the County's approval.

Please place this memo and the attached document(s) on the Wednesday, June 1, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.

**INTERGOVERNMENTAL SERVICES AGREEMENT
CONTRACT #DOR-061-22**

This agreement is between The Oregon Department of Revenue (Department) and Crook County (County).

This agreement is for map maintenance and related cartographic activities to be performed by the Department of Revenue for the County as authorized under ORS 306.125 and ORS 190.110.

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. Mapping costs are based on estimated staff hours required to complete the work at a specified rate per staff hour. The figures shown below are for the fiscal year July 1, 2022 to June 30, 2023. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

The Department will make every effort to produce and maintain maps to state standards using correct cadastral procedures. Additionally, should an inadvertent mapping error occur, which causes an assessment to be incorrect, the County shall be responsible to make all administrative corrections to the assessment and incur all costs for the corrections.

Any charges for legal services or litigation costs that may be incurred by the Department at the request of the County are not covered by this agreement.

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	400	\$60.00	\$24,000.00
Related Maps		Actual	

It is understood and agreed that either party may terminate this agreement upon 90 days written notice. All work completed shall be paid for as of the last day stipulated in the termination notice. All completed work, maps, and records shall be turned over to the County for its use. It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein. 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.

STATE OF OREGON, by and through its
DEPARTMENT OF REVENUE

By and through the COUNTY COURT or
BOARD OF COUNTY COMMISSIONERS
of Crook County, Oregon

By _____
Kathryn Jones Date
Procurement Manager, DPO

By _____
County Judge or Chairperson Date
of the Board of County Commissioners

Internal Review

County Commissioner Date

By Rebecca Hall 5/23/22
Rebecca Hall Date
Unit Manager, Property Tax Division

County Commissioner Date

REVIEWED AND APPROVED

By _____
Assessing Official of Crook County Date

AMENDMENT 4
To Community Mental Health Program Services Agreement

This Amendment 4 amends that certain Community Mental Health Program Services Agreement (hereinafter “the Agreement”) dated December 1, 2019, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”) and BestCare Treatment Services, Inc., a nonprofit corporation (hereafter “BestCare”). County and BestCare may individually be referred as “a party,” or may together be referred to as “the parties.”

RECITALS

WHEREAS, at the time the Agreement was executed, County received funding through, and obligations from, an intergovernmental agreement with the State of Oregon designated # 159162, for the provision of services related to the Community Mental Health Program. That intergovernmental agreement has since expired by its own terms, and has been succeeded by an intergovernmental agreement designated # 166039; and

WHEREAS, the Agreement as previously amended is set to expire on June 30, 2022, unless sooner terminated or extended; and

WHEREAS, the Parties wish to extend the duration of the Agreement, and to memorialize that the CMHP funding intergovernmental agreement has changed from # 159162 to # 166039.

AGREEMENT

Now, therefore, in consideration of the mutual covenants made herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Adoption of Recitals. The above Recitals are incorporated into this Amendment 4, as term of contract and not as mere recitals.
2. Effective Date/Duration. This Amendment 4 will become effective July 1, 2022, regardless of the date when executed by the parties. The duration of the Agreement is extended to June 30, 2023, unless sooner terminated accord to its terms.
3. Except as modified by this Amendment 4, the terms of the Agreement remain in full force and effect.

[SIGNATURE BLOCK ON NEXT PAGE]

IN WITNESS WHEREOF, County and BestCare have caused this Amendment 4 to be executed effective as of the date described herein.

CONTRACTOR

By:


Signature

Rick Treleaven

Name

Date:

May 23, 2022

COUNTY

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: _____

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: May 24, 2022

RE: Amendment extending lease agreement with T-Mobile
Our File No.: Ct. Leases # 6

The County executed a lease to a cell phone company called Voicestream in 2000 for real property on which to build a communications tower; after a number of acquisitions, mergers, and other transfers, the lease is currently operated by T-Mobile. It was set to terminate in June 2025, and T-Mobile approached the County about extending the duration and making other modifications.

Attached is a proposed Second Amendment of the lease, which would accomplish a number of changes:

- The duration of the lease would extend to 2027, with three optional 5-year extensions which T-Mobile may trigger.
- The rent will increase to \$1,100.00 per month, and, if any of the extension options are utilized, will escalate at 15%.
- The lease allows T-Mobile to change the type of equipment maintained on the leasehold estate, provided that T-Mobile adhere to applicable law, and with the reservation that increasing the height of the tower, or the footprint of the leasehold, would require a separate amendment.

In other respects, the lease reiterates terms already incorporated into the lease, such as provisions regarding termination, assignment and delegation, and executing a memorandum of lease to be recorded in the local County Clerk's office.

Please place this memo and the attached document(s) on the Wednesday, June 1, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.

SECOND AMENDMENT TO AND REINSTATEMENT OF SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO AND REINSTATEMENT OF SITE LEASE AGREEMENT (“**Second Amendment**”) is entered into effective on the date of the last party to execute this Second Amendment (“**Effective Date**”), by and between Crook County, a political subdivision of the State of Oregon (“**Landlord**”), and T-Mobile West LLC, a Delaware limited liability company, formerly known as T-Mobile West Corporation, a Delaware Corporation as successor in interest to VoiceStream PCS I Corporation, a Delaware limited liability company (“**Tenant**”).

RECITALS

WHEREAS, Landlord and Tenant (or their predecessors in interest) entered into that certain **Site Lease Agreement** dated April 12, 2000, *as amended by the Amendment to the Site Lease Agreement on September 15, 2004* (“**Agreement**”), whereby Landlord leased to Tenant certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Agreement (collectively, the “**Premises**”), that are a portion of the property located at 2954 SW Hwy 126, Assessor Number 15-15-000000315, Prineville, Crook County, Oregon (“**Property**”);

WHEREAS, Landlord and Tenant desire to replace Exhibit B and Exhibit C with Exhibit B-1 and Exhibit C-1 to upgrade the communications equipment inside of the 400 square foot fenced area within the 632 square foot lease area; specifically replacing the existing wood pole with a similar height metal steel monopole, and replacing the CMU shelter and equipment with updated equipment on a concrete pad, and inside of the fenced compound of the lease area.

WHEREAS, Landlord and Tenant desire to extend the Agreement term and add additional renewal terms to the Agreement; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Extension of Term of Agreement. The parties agree that the term of the Agreement shall be extended to April 30, 2027 (“**Extended Term**”). Such Extended Term shall be deemed to have automatically commenced on the Effective Date of this Second Amendment.

2. Renewal Terms. Upon the expiration of the Extended Term, and notwithstanding anything to the contrary in the Agreement but specifically subject to the provisions regarding termination, Tenant shall have the right to renew the term of the Agreement for up to three (3) additional and successive five (5) year periods (each a “**Renewal Term**”). Each Renewal Term shall automatically commence, on the same terms and conditions of the Agreement (as amended by this Amendment), without further action by Tenant, unless (i) the Agreement is sooner terminated in accordance with its terms or (ii) Tenant provides Landlord with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Extended Term or of any Renewal Term.

3. **Rent.** The amount of rent payable during the Extended Term and each Renewal Term shall be as follows, notwithstanding any different rental rates or escalation factors set forth in the Agreement:

(a) From and after April 30, 2022 (the “**Extended Term Commencement Date**”), Tenant shall pay Landlord or designee, as rent, One Thousand, One-Hundred dollars (\$1,100.00) per month (“**Rent**”). Prior to the Extended Term Commencement Date, the Rent amount shall be as set forth in the Agreement. Where duplicate Rent payment would occur, a corollary credit shall be applied by Landlord for any prepayment of Rent by Tenant applicable to the month that contains the Extended Term Commencement Date. Thereafter, Rent will be payable monthly in advance by the fifth (5th) day of each month to Landlord at Landlord’s address as provided below. Notwithstanding the foregoing or anything to the contrary contained in the Agreement as amended by this Amendment (the “**Lease**”), further additions, upgrades or modifications to the Antenna Facilities shall not require Landlord consent or an increase in Rent or the payment of any other additional charges or fees except, as may be required by applicable law, Government Approvals as that term is defined in the Agreement. The parties hereby agree that, as of the date of this Second Amendment, there are no payment obligations of Tenant under the Lease, including but not limited to the payment of Rent, or other costs or fees, that are overdue.

(b) For any Renewal Terms, Rent shall be increased, effective on the first day of each Renewal Term, by an amount equal to fifteen percent (15%) of the Rent in effect immediately prior to the adjustment date.

4. **[RESERVED]**

5. **Notices.** All notices, requests, demands and communications under the Lease will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LANDLORD:

Crook County
300 N.E. 3rd Street
Prineville, OR 97754
Phone: (541) 447-3905
Fax: (541) 416-3905

WITH A COPY TO:

County Counsel
300 N.E. 3rd Street
Prineville, OR 97754
Phone: (541) 447-8156
Fax: (541) 416-3905

TENANT:

T-Mobile West LLC
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Compliance
Site No: PO02342

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days’ prior written notice to the other as provided herein.

6. **Required Consents.** Each Party represents and warrants to the other Party that it has obtained all required consents in connection with entering into this Amendment (including, without limitation, all master landlord, lender and secured party consents, if applicable). If any other consent, authorization or approval of either Party is required or requested by the other Party from time to time under

the Lease, such approval, consent or authorization shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant acknowledges that Landlord operates a variety of governmental responsibilities, programs, and services, including but not limited to the review and processing of Government Approvals as that term is defined in the Agreement, and that nothing in this Second Amendment or the Agreement requires Landlord to make any Government Approval(s) in favor of Tenant except in conformance with applicable law.

7. **Recording of Documents.** Landlord approves and agrees to reasonably cooperate with the recording of the Memorandum of Lease Amendment and Restatement attached hereto as **Schedule II** and incorporated herein (together with such changes therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located; provided, however, that such cooperation is conditioned on compliance with Oregon law regarding the recordation of documents and the payment at Tenant's sole expense of any recording fees.

8. **Supplemental Terms and Conditions.** The Agreement is amended to incorporate all the provisions set forth on **Schedule I** attached hereto and hereby incorporated by reference herein.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall govern and control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect in accordance with its terms and conditions.

10. **Miscellaneous.** Both Parties acknowledge that: (a) each Party has read and understands this Second Amendment and the underlying Agreement and (b) both Parties have been advised and are informed that if this Second Amendment is not executed by the Parties, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provisions therein, will remain in full force and effect in accordance with its terms. Landlord hereby acknowledges that Tenant's facilities and use of the Premises as of the Effective Date are in conformity with the Agreement and Tenant represents and warrants that there is and has been no breach by Landlord of Landlord's obligations under the Agreement. This Second Amendment may be executed in multiple counterparts. Signatures hereon sent by facsimile, e-mail or other electronic means shall be treated as original signatures.

11. **Insurance.** Paragraph 10(b) of the Agreement is deleted in its entirety.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Second Amendment effective as of the Effective Date.

LANDLORD:

Crook County, a political subdivision of the State of Oregon

By: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

T-MOBILE WEST LLC, a Delaware limited liability company

By: _____

Print Name: **Eamon O'Leary**

Title: **Sr Area Director**

Date: **5.17.22**

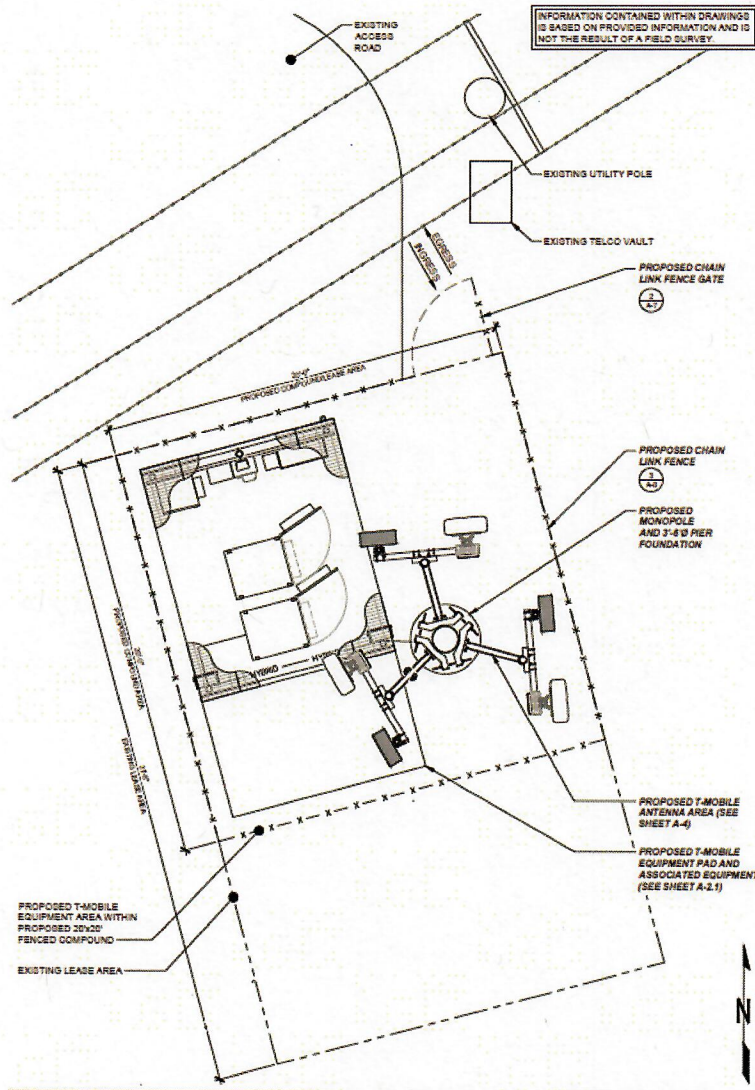


EXHIBIT B-1

Premises Location Within the Property

To the Site Lease Agreement dated April 12, 2000, as amended by Amendment dated September 15, 2004, and Second Amendment dated _____, between **Crook County**, a political subdivision of the State of Oregon as Landlord, and **T-Mobile West LLC**, a Delaware limited liability company, as Tenant.

The location of the Premises within the Property is more particularly described and depicted as follows:



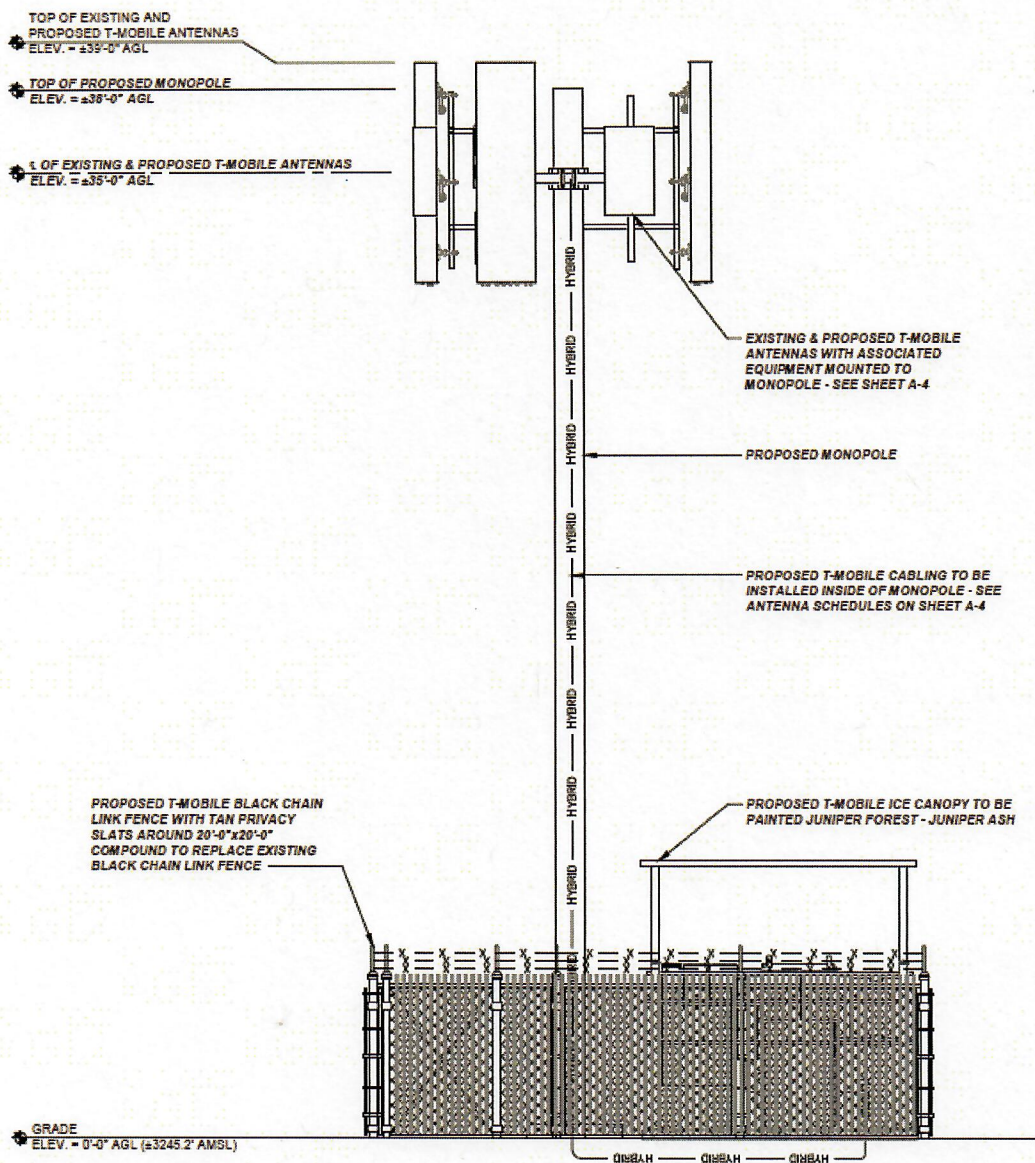
TOGETHER WITH all rights of ingress and egress and a utility easement over, through and across the existing driveways, sidewalks, asphalt parking areas, and other necessary areas of the grantor's land for the purpose of constructing, maintaining, and upgrading such telecommunication site.

EXHIBIT C-1

Site Plan

To the Site Lease Agreement dated April 12, 2000, as amended by Amendment dated September 15, 2004, and Second Amendment dated _____, between **Crook County**, a political subdivision of the State of Oregon as Landlord, and **T-Mobile West LLC**, a Delaware limited liability company, as Tenant.

Site Elevation Plan and Equipment



SCHEDULE I

Second Amendment to and Restatement of Site Lease Agreement

The following provisions shall supplement and amend the Agreement:

1. **Expansion of Permitted Use.** Landlord hereby agrees that Tenant shall have the right, without the requirement of obtaining Landlord's consent, to modify, supplement, replace, upgrade, expand or refurbish the equipment related to Tenant's communications facility ("**Communications Facility**"), increase the number of antennas thereon, modify its operating frequencies or relocate the Communications Facility within the Premises at any time during the term of the Lease or any Renewal Term, provided Tenant complies with all applicable laws. It is expressly agreed by the Parties that nothing in this Amendment requires or permits increase of the size of the leased Premises or the increase of height of any tower(s) or structure(s) of Tenant. It also expressly agreed by the Parties that one (1) emergency diesel generator is allowed to be installed within the fenced compound – the fenced compound is delineated in Exhibit B-1, provided Tenant complies with all applicable laws. Any expansion of the size of the leased Premises, the existing fenced area, or increase in the height of any tower(s), or structure(s) of Tenant, would require a separate amendment of the Agreement, confirmed in writing and signed as the Parties may then agree. Landlord shall reasonably cooperate with Tenant in all respects in connection with the foregoing.

2. **Improvements; Utilities; Access.**

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its system, including without limitation radio transmitting and receiving antennas, and tower and bases, an electronic equipment shelter, and related cables and utility lines (collectively the "Antenna Facilities"). The Antennas Facilities shall be initially configured generally as set forth in Exhibit C-1. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant is obligated to remove the Antennas Facilities prior to expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease, normal wear and tear excepted. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of the emergency power generators). Tenant shall, whenever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Landlord must reasonably cooperate in the correction of any variation, interruption or failure of service.

(e) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

3. **Termination.** Except as may otherwise be expressly provided in this Schedule, the Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Communications Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons; or

(b) by Tenant, as of an annual anniversary of the Commencement Date or Effective Date, provided Tenant provides Landlord written notice of such termination at least ninety (90) days prior to such annual anniversary.

The foregoing termination rights are in addition to any other termination rights set forth in the Agreement, provided, however, that no expiration or termination will prejudice any right or obligation that accrued prior to such expiration or termination.

4. **Easements.** As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in the RECITALS section) to the Premises adequate to install and maintain utilities, which include, but are not limited to the installation of overhead or underground power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, provide Tenant's Antenna Facilities remain fully functional and continue to transmit at full power, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

5. **Assignment and Subleasing.** Tenant may assign this Lease upon written notice to any Landlord, to any person controlling, controlled by, or under common control with Tenant, or any other person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease this Lease, upon written notice to Landlord, only if such sublease is subject to the provisions of this Lease. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed or withheld.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of the Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises.

6. **Equipment Modification.** The Communications Facility is modified as shown in the attached Exhibit B-1 and Exhibit C-1 which is incorporated herein by this reference. Exhibit B and Exhibit

C are deleted in its entirety and shall no longer have any effect. In the event the Agreement requires Landlord approval of Tenant's modifications to the Communications Facility, but expressly subject to the requirement of Tenant to obtain, according to applicable law, Governmental Approvals as that term is defined in the Agreement, Landlord hereby approves such modifications as shown in the attached Exhibit B-1 and Exhibit C-1. All references in the Agreement to Exhibit B and Exhibit C shall also apply to Exhibit B-1 and C-1.

SCHEDULE II

Second Amendment to and Restatement of Site Lease Agreement

Memorandum of Lease Amendment and Restatement

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site No: PO02342A

APN: 15150000-00315

MEMORANDUM OF LEASE AMENDMENT AND RESTATEMENT

This Memorandum of Lease ("Memorandum") dated as of _____ is entered into between Crook County, a political subdivision of the State of Oregon ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of five (5) years which term commenced on April 30, 2022 and will expire at midnight on April 30, 2027. Tenant shall have the right to extend this Lease for three (3) additional and successive five-year terms.

This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

LANDLORD: _____

By: _____ [NOT FOR EXECUTION]

Printed Name: _____

Title: _____

Date: _____

TENANT: T-MOBILE WEST LLC

By: _____ [NOT FOR EXECUTION]

Printed Name: _____

Title: _____

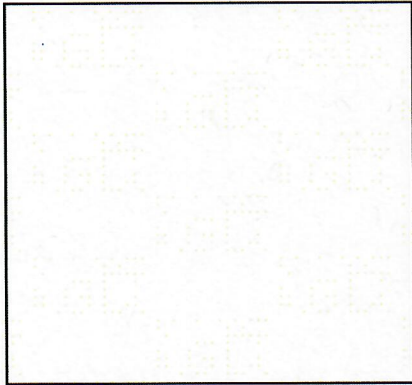
Date: _____

[Notary block for Landlord]

State of Oregon _____)
) ss.
County of Crook _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Crook County, a political subdivision of the State of Oregon, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

[Notary block for Tenant]

State of WA)
) ss.
County of King)

I certify that I know or have satisfactory evidence that EDMON O'LEARY is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the SR-ALDA DIRECTOR of T-MOBILE WEST LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/17/22



LINDA THINH
Notary Public
Print Name LINDA TRINH
My commission expires 10/11/24

Memorandum of Lease Amendment and Restatement

Exhibit A - Legal Description

Assessor's Parcel Number: 15150000-00315

The Property is legally described as follows:

Located in CROOK COUNTY, OREGON:

IN TOWNSHIP 15 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN:
Section: SE1/4SE14

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: May 25, 2022

RE: *Hearings Officer Contract with Craghead Law LLC*
Our File No.: ENVIRONMENTAL HEALTH 25

Attached is Amendment 5 with Craghead Law LLC for hearing officer services related to Environmental Health citations. Ms. Craghead is retiring at the end of 2022, so Amendment 5 will terminate on December 31, 2022, rather than June 30, 2023.

Katie Plumb is aware of Ms. Craghead's retirement and the shortened duration of this amendment.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, June 1, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.

AMENDMENT 5
To Professional Services Contract

This Amendment 5 is entered into by Craghead Law LLC, an Oregon limited liability corporation (hereinafter “Contractor”), and Crook County, a political subdivision of the State of Oregon (hereinafter “County”).

RECITALS

WHEREAS, Contractor and County are parties to that certain Professional Services Contract (hereinafter “the Agreement”) effective December 20, 2017, for the provision of hearing officer services related to Environmental Health citations; and

WHEREAS, the Agreement has been extended by Amendments 1, 2, 3 and 4 and is set to expire on June 30, 2022; and

WHEREAS, the parties wish to continue the terms of the Agreement as modified by this Amendment 5.

AGREEMENT

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

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

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

Section Three: Except as amended by this Amendment 5, all other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, Contractor and County have executed this Amendment 5 effective on July 1, 2022.

CONTRACTOR

COUNTY

By: Laurie E. Craghead
Signature

Seth Crawford, County Judge

Laurie E Craghead, Member/Attorney at Law

Jerry Brummer, County Commissioner

Name
Craghead Law LLC

Date: 05/23/2022

Brian Barney, County Commissioner

Date: _____



Crook County
Human Resources
 267 NE 2nd St, Ste 101
 Prineville, OR 97754
 541-416-3800

PERSONNEL ACTION FORM

EMPLOYEE INFORMATION			
Employee Name: (Last, First Name MI) Powlison, Shawn	Employment Type: Full Time (30+ Hrs.) <input checked="" type="checkbox"/> Part Time (<30 Hrs.) <input type="checkbox"/> On-Call <input type="checkbox"/>	Employment Status: Probationary <input type="checkbox"/> Temporary <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Elected Official <input type="checkbox"/>	Employment Action: New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO
Effective Date: 5/9/2022		New Position <input type="checkbox"/> Budgeted/Vacant Position <input type="checkbox"/>	Replacement Position <input type="checkbox"/> Replaces:
Position #:		Reason: 2 Certifications: 1 step for each	
DETAIL	FROM (present status)	TO (new status)	
FTE: (e.g. 1.0, .80)	1.0	1.0	
Hours Per Day/Scheduled Days:	M/F 8 hrs	M/F 8 hrs	
Dept./Office:	Community Dvlp	Community Dvlp	
Position - Job Title:	Bldg Inspector	Bldg Inspector	
Salary Grade/Step:	123/5	123/7	
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):	\$30.52	\$32.08	
Certification Pay/Per Pay Period:			
License Required: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Union Member: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Comments/Notes: Residential Mechanical & Residential Structural			
_____ Human Resources Signature		_____ Finance Signature	
_____ Date		_____ Date	
_____ Department Head Signature		_____ Employee Signature (if applicable)	
_____ Date		_____ Date	
County Court Signatures Required For: Department Head <input type="checkbox"/> New Position <input type="checkbox"/> Termination/Demotion <input type="checkbox"/> Increase (2 steps or greater) <input type="checkbox"/>			
_____ County Judge		_____ County Commissioner	
_____ Date		_____ Date	
_____ County Commissioner		_____ Date	



Crook County
Human Resources
 267 NE 2nd St, Ste 101
 Prineville, OR 97754
 541-416-3800

PERSONNEL ACTION FORM

EMPLOYEE INFORMATION			
Employee Name: (Last, First Name MI) Dye, Bowdey	Employment Type: Full Time (30+ Hrs.) <input checked="" type="checkbox"/> Part Time (<30 Hrs.) <input type="checkbox"/> On-Call <input type="checkbox"/>	Employment Status: Probationary <input type="checkbox"/> Temporary <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Elected Official <input type="checkbox"/>	Employment Action: New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input type="checkbox"/> Annual Increase <input type="checkbox"/> Increase Outside of Annual <input type="checkbox"/> Probationary Review <input type="checkbox"/> Termination <input type="checkbox"/> Refill: <input type="checkbox"/> YES <input type="checkbox"/> NO
Effective Date: 5/13/2022		New Position <input type="checkbox"/> Budgeted/Vacant Position <input type="checkbox"/>	Replacement Position <input type="checkbox"/> Replaces:
Position #:		Reason: 2 CAS Certifications: 1 step for each	
DETAIL	FROM (present status)	TO (new status)	
FTE: (e.g. 1.0, .80)	1.0	1.0	
Hours Per Day/Scheduled Days:	M/F 8 hrs	M/F 8 hrs	
Dept./Office:	Community Dvlp	Community Dvlp	
Position - Job Title:	Bldg Inspector	Bldg Inspector	
Salary Grade/Step:	123/4	123/6	
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):	\$29.63	\$31.29	
Certification Pay/Per Pay Period:			
License Required: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Union Member: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Comments/Notes: Residential Mechanical & Residential Structural			
_____ Human Resources Signature		_____ Finance Signature	
_____ Date		_____ Date	
_____ Department Head Signature		_____ Employee Signature (if applicable)	
_____ Date		_____ Date	
County Court Signatures Required For: Department Head <input type="checkbox"/> New Position <input type="checkbox"/> Termination/Demotion <input type="checkbox"/> Increase (2 steps or greater) <input type="checkbox"/>			
_____ County Judge		_____ County Commissioner	
_____ Date		_____ Date	
_____ County 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's Office

DATE: May 25, 2022

RE: Special Inspection & Testing Services for the Justice Center
Our File No.: Ct Contracts 281(F)

The County recently signed an Early Work GMP with Kirby Nagelhout for various construction services at the Justice Center, including demolition of the existing structure, installation of geopiers, and earthwork. The County now needs to contract with a commercial special inspection and testing services professional to inspect/test the geopiers, soil compaction, and steel and concrete.

Such services are "related services" under the state's contracting rules and may be directly appointed if the cost does not exceed \$100,000. Under our County Code, such services could be properly defined as "personal services" and also allow direct appointment. Regardless, the County informally sought three bids for the work to comply with the intermediate procurement rules of our County Code.

There are limited professionals in Central Oregon that are capable of performing the required services: Carlson Testing and the Wallace Group. Both firms were contacted and solicited for quotes. Wallace Group declined to provide a bid as it expected Carlson Testing's price to be lower. The County then reached out to American Geo Services' Oregon Coast and Portland offices, but did not receive a response.

Thus, despite the County's efforts, Carlson Testing is the only firm that provided a bid. Carlson Testing is the state's largest construction special inspection and materials testing company, with a great reputation. Their estimate for the package of services is \$99,984.75. Project Manager Jerry Milstead recommends accepting the bid from Carlson Testing as representing the best value to the County.

Please place this memo and the attached document(s) on the Wednesday, June 1, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Carlson Testing, Inc.

Bend Office (541) 330-9155
 Geotechnical Office (503) 601-8250
 Eugene Office (541) 345-0289
 Salem Office (503) 589-1252
 Tigard Office (503) 684-3460

May 17, 2022

Crook County
 Attn: Jerry Milstead

Re: Special Inspection & Testing Services for
Crook County Justice Center - Prineville, OR

Carlson Testing, Inc. (CTI) sincerely appreciates the opportunity to submit our proposal to provide construction inspection and testing services on the above referenced project from our **Bend, Oregon facility**.

CTI is the largest construction special inspection and materials testing company in Oregon. We have served the construction market in Oregon and Southwest Washington for over 45 years and provided our services to thousands of private clients including owners, developers, construction contractors, engineers and architects as well as public entities ranging from local school districts and municipalities to the Oregon Department of Transportation, Federal Highway Administration, Federal Aviation Administration, and US Army Corps of Engineers.

With a local staff of 18 technical specialists including ICC / ACI / OBOA licensed special inspectors, AWS certified welding inspectors, certified non-destructive testing and nuclear densometer technicians, and professional engineer, CTI provides a broad range of construction inspection, materials testing, and geotechnical engineering services that is unmatched by other firms here in central Oregon. Throughout the actual construction, our inspectors routinely work with the contractor, project engineer, and architect as necessary to provide inspection and testing of reinforced concrete, masonry, structural steel, fireproofing, roofing, soils, and asphalt to ensure that the completed construction meets building code, public safety, and design requirements in these areas. Finally, when the construction is completed, CTI can provide a final report when required by building jurisdictions to allow the local building official to issue the certificate of occupancy as per the requirements of the International Building Code.

CTI's **Bend, Oregon** facility is nationally accredited as a testing laboratory by IAS (International Accreditation Service) www.iasonline.org and meet all requirements of ASTM E329 (general), ASTM E543 (nondestructive), ASTM C1077 (concrete), ASTM C1093 (Masonry), ASTM D3666 (bituminous) and ASTM D3740 (soils and rock). These certifications provide our clients with a high level of assurance that our inspection and testing operations are performed in compliance with the strict quality control requirements of these organizations as well as nationally and internationally accepted standards.

CTI can provide testing and inspection services on a full time/resident inspector basis when appropriate for the needs of the project or on an "on-call" basis when only periodic inspections are required. Once a new project has been established, requesting our services is simple and requires only a phone call one day prior to the inspection to advise us of the time and type of inspection.

Carlson Testing proposes to provide services on this project on a time and materials basis subject to the following hourly and unit rates and the attached General Conditions dated 2/2015.

Carlson Testing, Inc.

Bend Office (541) 330-9155
 Geotechnical Office (503) 601-8250
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May 17, 2022

Crook County Justice Center - Prineville, OR

Page 2

Field Services

Concrete/ Masonry Special Inspector Services.....	\$72.00/hour
Epoxy/Wedge Anchor Inspector	\$72.00/hour
Fireproofing Inspector.....	\$72.00/hour
Granular Pier Inspector	\$75.00/hour
Structural Steel/ Welding Special Inspector	\$80.00/hour
Nuclear Densometer Technician – Soils, Rock & Asphalt.....	\$75.00/hour
PE-PG Services (L210)	\$140.00/hour

Laboratory Services

Concrete Test Cylinders	\$35.00/each
Fireproofing Density	\$80.00/each
Asphalt Rice Test	\$135.00/each
Laboratory Proctor Test.....	\$325.00/each
Dry Sieve Analysis (2" minus).....	\$135.00/each
Washed Sieve Analysis (2" minus)	\$150.00/each

Miscellaneous Testing & Administrative Costs

CMT Project Management Services/ Contract review	\$100.00/hour
Cure Box	\$40.00/each
Cylinder Pick-Up Services.....	\$175.00/each
Transportation	\$0.75/mile
Final Letter for Certificate of Occupancy (per permit).....	\$275.00/each
Administration (job set-up/invoicing)	\$60.00/hour
Overtime: Time in excess of 8 hours per day on project site, or before 7:00 a.m. and after 4:00 p.m. & Saturdays, Sundays and Holidays	1.5 x hourly

The above listed rates are those most frequently requested. Prices for other testing, inspection, or engineering services will be provided upon request. **Attached is our estimate based on the plans provided (dated 4/22/22), for the structural special inspections and testing.**

Geopiers = \$38,313.75

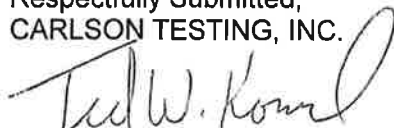
Soils Compaction = \$11,382.00

Steel and Concrete = \$50,289.00

Total Estimate = \$99,984.75

All rates listed are portal-to-portal and field services are subject to a 3-hour minimum charge (4 hours on weekends and holidays). Testing and inspection rates cover all costs for scheduling of services, providing the testing or inspection including standard reports. We thank you for this opportunity to provide this pricing and hope to be of service to you on this project.

Respectfully Submitted,
 CARLSON TESTING, INC.



Ted W. Kornowski
 Senior Project Manager

2022 Project Budget

Crook County Justice Center geopiers									
Code	Activity	Comments	# of Trips	ST Hours / Trip	OT Hours / Trip	Hourly Rate	OT Mult	Mileage	Total Charge
L218	Granular Piers		45	8	1.5	\$75.00	1.50	\$2,565.00	\$37,156.75
L210	PE/ GE	for geo piers reporting	1	5		\$140.00	1.50	\$0.00	\$700.00
L708	Administration	job set up/ invoicing	1	3		\$60.00	1.50	\$0.00	\$180.00
E720	Final Letter Charge								\$275.00
	Total Estimated Cost		76						\$38,313.75
	Round Trip Miles to Site								
	Mileage Rate		\$0.75						

2022 Project Budget

Crook County Justice Center Soils									
Code	Activity	Comments	# of Trips	ST Hours / Trip	OT Hours / Trip	Hourly Rate	OT Mult	Mileage	Total Charge
L200	Soils Compaction	pad and trenches	15	4		\$75.00	1.50	\$855.00	\$5,355.00
L201	Rock Compaction	pad and parking	10	4		\$75.00	1.50	\$570.00	\$3,570.00
E200	Moisture-Density Curve			4	@	\$325.00			\$1,300.00
L300	Asphalt Compaction	final QA tests on AC	1	6		\$75.00	1.50	\$57.00	\$507.00
E305	Specific Gravity - Rice Value			1	@	\$135.00			\$135.00
L708	Administration	job set up/ invoicing	1	4		\$60.00	1.50	\$0.00	\$240.00
E720	Final Letter Charge								\$275.00
	Total Estimated Cost								\$11,382.00
	Round Trip Miles to Site		76						
	Mileage Rate		\$0.75						

2022 Project Budget

Crook County Justice Center Steel and Concrete									
Code	Activity	Comments	# of Trips	ST Hours / Trip	OT Hours / Trip	Hourly Rate	OT Mult	Mileage	Total Charge
L113	Concrete/Rebar	footings (6), elevator pits (2)	8	5		\$72.00	1.50	\$456.00	\$3,336.00
L113	Concrete/Rebar	walls (4), exterior concrete (4)	8	5		\$72.00	1.50	\$456.00	\$3,336.00
L113	Concrete/Rebar	Slabs on grade (4), elevated slabs (6)	10	8		\$72.00	1.50	\$570.00	\$6,330.00
E724	Pickups		26	trips	@	\$175.00			\$4,550.00
E100	Cylinder Testing	bid at 1 set of 4 per 100 yards	36	sets of	4	cylinders @	\$35.00		\$5,040.00
E113	Cure Box				3	@	\$40.00		\$120.00
L400	Masonry (periodic)		6	3		\$72.00	1.50	\$342.00	\$1,638.00
L600	Structural Steel Field (fulltime)		7	8		\$80.00	1.50	\$399.00	\$4,879.00
L600	Structural Steel Field (part-time)		10	5		\$80.00	1.50	\$570.00	\$4,570.00
L601	Structural Steel Shop(fulltime)		10	8		\$80.00	1.50	\$375.00	\$6,775.00
L601	Structural Steel Shop(part-time)		8	5		\$80.00	1.50	\$300.00	\$3,500.00
L618	Epoxy	Epoxy, wedge, Titen	8	4		\$72.00	1.50	\$456.00	\$2,760.00
L607	Fireproofing		4	4		\$72.00	1.50	\$228.00	\$1,380.00
E601	Fireproofing Density Testing				8	@	\$80.00		\$640.00
L708	Administration	job set up/ invoicing	1	12		\$60.00	1.50	\$0.00	\$720.00
L715	Project Management		1	4		\$110.00	1.00	\$0.00	\$440.00
E720	Final Letter Charge								\$275.00
	Total Estimated Cost								\$50,289.00
	Round Trip Miles to Site		76						
	Round Trip Miles to Shop	Assumes Redmond, Albany, Vancouver fab shop	50						
	Mileage Rate		\$0.75						

Bend Office (541) 330-9155
 Geotechnical Office (503) 601-8250
 Eugene Office (541) 345-0289
 Salem Office (503) 589-1252
 Tigard Office (503) 684-3460

Carlson Testing, Inc.

Authorization To Proceed & Work Order

Please complete and return by fax or email to Ted Kornowski at 541-330-9163 or tkornowski@carlsonstesting.com.

This document constitutes authorization for Carlson Testing, Inc. (CTI) to proceed with construction inspection and testing services under the terms of CTI's General Conditions (copy enclosed) dated 2/2015 for the project described below. **This Authorization must be completed, signed and returned prior to CTI performing services.** Thank You.

Date: _____

Project Information

Project Name: CROOK County Justice Center

Permit #: 217-22-002405-STR

Issued By: City of Prineville

Project Address/City/State: 260 NW 2nd St. Prineville, OR 97754
(please specify street/drive/court/avenue, etc.)

Directions: _____

Scope: ON-CALL INSPECTION & TESTING SERVICES

When CTI is providing Density (Compaction Testing Only), these services do not include engineering or engineering related recommendations, which are solely the responsibility of the Registered Design Professional in responsible charge for specifications and recommendations or the Geotechnical Engineer. That party's contact information must be completed on the distribution section under "Registered Design Professional in Responsible Charge for Specifications and Recommendations".

Superintendent Name/Phone: Kirby Nagelhart Construction - Roger Snow 541-610-4206

U.S. Army Corps of Engineers projects call for special reporting requirements. Please indicate if this is a U.S. Army Corps of Engineers project by checking the box. Do not check this box unless this is a U.S. Army Corps of Engineers project.

Please enter the following billing information:

Billing Information

Purchase Order Number (if applicable): JUSTIC

Company & Contact: CROOK County - Brian Barney

Address: 300 NE 3rd St.

City: Prineville State: OR Zip: 97754

Phone: 541-447-6555 Fax: _____

Unless otherwise agreed in writing, the ordering of work from CTI or use of any work product produced by CTI constitutes acceptance of the attached CTI's General Conditions dated 2/2015 and agreement to be bound by the terms and conditions incorporated therein.

The undersigned hereby agrees that preparation of any Final Summary Report or Letter (if required) will be billed in accordance with CTI's standard rate schedule.

I certify that I have the authority to sign and enter into this agreement and agree to be bound by its terms.

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Company Name: _____ Phone: _____

Carlson Testing, Inc.

Bend Office (541) 330-9155
 Geotechnical Office (503) 601-8250
 Eugene Office (541) 345-0289
 Salem Office (503) 589-1252
 Tigard Office (503) 684-3460

Authorization To Proceed & Work Order - Page 2

Please complete and return by fax or email to Ted Kornowski at 541-330-9163 or tkornowski@carlsontesting.com.

Project Name: Crook County Justice Center

Report Distribution Information

In addition to our client the International Building Code (IBC) requires that reports for permitted projects be distributed to the building official, the engineer or architect of record and the contractors.

Client: Mail Fax E-Mail (Choose One)

Company & Contact: Crook County - Brian Barney

Address: 300 NE 3rd St.

City: Prineville

State: OR

Zip: 97754

Phone: 541-447-6555

Mobile: 541-903-2148

Fax: _____

Email: Brian.Barney@co.crook.or.us

Contractor: Mail Fax E-Mail (Choose One)

Company & Contact: Kirby Nagelhout - Nick Lilly

Address: 63049 Lower Meadow Dr.

City: Bend

State: OR

Zip: 97701

Phone: 541-389-7119

Mobile: 360-213-9736

Fax: 541-385-5834

Email: NickL@Kirbynagelhout.com

Building Jurisdiction:

Municipality & Contact: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Mobile: _____

Fax: _____

Email: _____

Structural Engineer: Mail Fax E-Mail (Choose One)

Company & Contact: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Mobile: _____

Fax: _____

Email: _____

Carlson Testing, Inc.

Bend Office (541) 330-9155
 Geotechnical Office (503) 601-8250
 Eugene Office (541) 345-0289
 Salem Office (503) 589-1252
 Tigard Office (503) 684-3460

Authorization To Proceed & Work Order - Page 3

Please complete and return by fax or email to Ted Kornowski at 541-330-9163 or tkornowski@carlsontesting.com.

Project Name: Crook County Justice Center

Report Distribution Information

Owner or Developer: _____ Mail Fax E-Mail (Choose One)

Company & Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Mobile: _____ Fax: _____

Email: _____

Architect: _____ Mail Fax E-Mail (Choose One)

Company & Contact: Pinnacle Architecture - Briana Manfrass

Address: 960 SW Disk Dr. Ste. 101

City: Bend State: OR Zip: 97702

Phone: 541-388-9897 x22 Mobile: 541-604-0589 Fax: _____

Email: briana@parch.biz

Registered Design Professional in Responsible Charge for Specifications and Recommendations:

Name and Address of the Registered Design Professional in Responsible Charge for specifications and recommendations must be included for any project including soil testing. An address is not required if CTI is the engineer of record. (Will only receive soils/rock density reports)

Mail Fax E-Mail (Choose One)

Company & Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Mobile: _____ Fax: _____

Email: _____

Masonry, Concrete, Subcontractor and Fabrication Shop are to be listed below.

Other Report Distribution _____ Mail Fax E-Mail (Choose One)

Company & Contact: Jerry Milstead

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Mobile: 541-306-0844 Fax: _____

Email: Jerry.Milstead@CO.crook.or.us

Carlson Testing, Inc.

Bend Office (541) 330-9155
 Geotechnical Office (503) 601-8250
 Eugene Office (541) 345-0289
 Salem Office (503) 589-1252
 Tigard Office (503) 684-3460

General Conditions

- 1) Unless otherwise agreed in writing or specified in CTI's proposal, charges for all services will be billed in accordance with the Carlson Testing, Inc. (CTI) rate schedule in effect at the time the services are provided. Field services are portal to portal with a three-hour minimum charge for all inspections performed 7:00 am to 4:00 pm Monday through Friday. A three-hour minimum show-up charge will be charged for any inspection, which is cancelled unless CTI is notified of the cancellation at least 2 hours prior to the scheduled inspection time. A premium rate of 1.5 times the regular rate will be charged for all work in excess of 8 hours per day or for inspections before 7:00 am or after 4:00 pm Monday through Friday. A minimum charge of 4 hours will be charged at a premium rate of 1.5 times the regular rate for inspections that are scheduled on Saturday, Sunday and/or Legal Holidays. Special services including but not limited to performing technical research, development of specialized testing or inspection procedures, review of project contractual or technical documents, conducting quality control audits, preparation of specialized reports, invoices or cost/budget summaries, attendance at project meetings, or other incidental services will be billed as Project Management or engineering services as appropriate.

For construction inspection services, unless fulltime inspection has been requested for the project, CTI's services are provided on an "On-Call" basis. The number, frequency, duration, and type of inspections required are dependent upon construction activities, schedule, production, and changes and are not within CTI's control. Upon telephonic request, CTI will provide the inspection and testing services as requested and will invoice Client for services provided.

The extension of unit prices in any proposal with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the inspection and/or testing for any construction project. The quantities, when given, are estimates based on the information provided to CTI by the Client and contractors at the time our proposal is prepared. Since schedule, performance, production and changes are directed and controlled by others and are subject to change during the project, any quantity extensions are estimates only and not a guarantee of maximum cost.

- 2) Client will be invoiced once each month for work performed during the preceding period. Unless Client disputes the invoice, Client agrees to pay each invoice in full and with no retainage within thirty (30) days of receipt. Client's duty to make payment shall not be conditioned upon Client's receipt of payment or funding from any third party. Client further agrees to pay a service charge on all amounts invoiced and not paid within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest permitted under applicable law, whichever is the lesser) until paid. Failure of Client to make payment within thirty (30) days of invoice shall constitute a full release of CTI from any and all claims which Client may have, whether in contract or tort or otherwise, and whether known or unknown at the time.

If Client disputes any portion of an invoice, Client agrees to notify CTI in writing of all disputed amounts and the reason Client believes these amounts to be in error within thirty (30) days of receipt of the invoice. Client hereby waives any right to dispute an invoice following this thirty 30-day period.

Client agrees to pay CTI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. CTI reserves the right to withhold any final report or final letter of compliance until all outstanding invoices and interest on late payments, if any, have been paid in full.

- 3) If Client instructs CTI to bill a third party for any services, CTI will bill the third party as a courtesy to Client. Client agrees, however, that Client shall be responsible for full payment of all outstanding charges if payment is not received by the 60th day following the invoice date and that Client shall make such payment to CTI within 30 days following notification that CTI has not received payment from the third party.
- 4) Unless otherwise agreed in writing, CTI is not being retained to provide engineering services including, without limitation, performing any geotechnical site investigation, developing design or construction specifications, serving as Engineer of Record, or to perform any other duties which require CTI to render engineering judgments or opinions. CTI shall have no authority to alter any contract between any other parties or to approve or accept any portion of the work. If the parties have agreed or subsequently agree in writing that CTI's services will include engineering services, then CTI's Supplemental General Conditions are hereby incorporated into this agreement.
- 5) CTI's responsibilities shall not include determining, supervising, implementing or controlling the means, methods, techniques, sequences or procedures of construction or evaluating or reporting job conditions related to health, safety or welfare.

- 6) Client assumes sole responsibility for determining whether the quantity and nature of work ordered by Client is adequate and sufficient for Client's intended purpose.

Client acknowledges that construction inspection, observation, and testing services provided by CTI are techniques which may reduce the risk of construction defects, deficiencies, or omissions arising during or after construction. Services performed by CTI do not constitute a warranty or guarantee of any type. Even with diligent construction monitoring and/or testing by CTI, construction defects, deficiencies, or omissions in the Contractor's work may exist. In all cases, Client and/or the Contractor shall assign the Contractor the responsibility for the quality and completeness of the work and for adhering to plans and specifications. CTI's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance of its work in accordance with the construction documents.

CTI will provide its professional services to Client with that degree of care and skill currently exercised under similar circumstances by members of its profession in the same locale. This representation is in lieu of any other warranty or representation, either expressed or implied. It is also understood and agreed that statements made in CTI reports are observations based on technical judgments, and should not be construed to be conclusive representations of fact. If conditions different from those indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTI immediately to authorize further appropriate evaluation.

- 7) Subject to the limitations set forth in this Agreement, CTI will indemnify and hold harmless Client and Client's officers, employees, agents, and directors from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of or relating to CTI's performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by CTI's negligence or the negligence of anyone directly or indirectly employed by CTI.
- 8) **CTI's total liability to Client for all claims and indemnity obligations arising out of or related to this Agreement, including but not limited to claims for breach of contract, negligence, strict liability, contribution, contractual indemnity, and common law indemnity, shall not exceed the greater of the professional fees received by CTI in the performance of this Agreement or:**

Fifty Thousand Dollars (\$50,000.00)

CTI Initials Client Initials

In no event shall CTI be liable for expenses related to delay, loss or use, lost profits, or any indirect or consequential damages of any kind.

- 9) Client shall indemnify and hold harmless CTI and CTI's officers, employees, agents, and directors from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of or resulting from the work on the project but only to the extent caused by Client's negligence or the negligence of anyone directly or indirectly employed by Client.
- 10) In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against CTI arising out of or relating to the performance of this Agreement and to the extent that CTI shall prevail in such suit, cause of action, claim or counterclaim, the party initiating such action shall pay to CTI the costs and expenses incurred by CTI to answer and/or defend such suit, cause of action, claim or counterclaim, including reasonable attorney fees, court costs, witness fees and other related expenses.
- 11) CTI is covered by General Liability Insurance with a limit of \$1,000,000 per occurrence. If Client requires additional coverage in excess of this amount, and if procurable, CTI will obtain additional insurance to the limits Client requires at Client's expense.
- 12) Client shall not assign its rights under this Agreement without the prior written consent of CTI. In the event of such permitted assignment, Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of CTI's work. CTI shall have no duty or obligation to any third party greater than that set forth in CTI's proposal or this Agreement.
- 13) Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- 14) This agreement shall be governed by the laws of the state of Oregon.
- 15) The terms of this Agreement shall survive the completion of services and termination of the Agreement.
- 16) The ordering of work from CTI or use of any reports or information provided by CTI shall constitute acceptance of the terms of CTI's proposal and these General Conditions.

Supplemental General Conditions
Engineering Services

These Supplemental General Conditions augment CTI's General Conditions and shall apply to all geotechnical or other engineering services performed by CTI.

1) Unless otherwise agreed, Client shall furnish CTI with applicable permits and right-of-entry on the land and Client shall be responsible for the propriety of the time, place and manner of CTI's entry for making borings, surveys and other explorations. CTI will take reasonable precautions to minimize damage to the site from use of equipment, but has not included the cost of restoration of the site in the proposed fee. If Client desires CTI to restore the site to its approximate former condition, (i.e., compaction of backfill, pavement patching, restoring lawns, vegetation, etc.), CTI will accomplish this as an additional service. Client agrees to indemnify and hold harmless CTI and its officers, employees, directors, agents, and subcontractors from any claim, liability, or costs (including attorney fees) arising in connection with CTI's access to, entry upon, or the restoration of the site.

2) Client shall provide CTI with utility and substructure information on and adjacent to the project site and assumes responsibility for the accuracy of such information provided to CTI. Client will indemnify, defend and hold harmless CTI and its officers, employees, directors, agents, and subcontractors against any claim or damage which occurs as a result of CTI's reliance on this information. Any existing utility or substructure damage or hazardous waste discovered by CTI during the course of its service is the sole responsibility of Client.

3) Client warrants that it does not know, suspect, assume or have reason to know of the presence of pollutants on or under the project site(s), or on/in property which must be crossed to conduct CTI's work and Client shall advise CTI of any discovery of hazardous waste or pollutants on or near the site(s). If hazardous waste or dangerous pollutants are discovered during the course of or in connection with CTI's work, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reviewed and that this contract shall be renegotiated or, in the sole discretion of CTI, terminated. Client is responsible for the proper decontamination and disposal of contaminated equipment, soil, material, and samples.

Client agrees to defend, indemnify and hold harmless CTI and its officers, employees, directors, agents, and subcontractors for all loss, cost, damage, expense (including attorney fees) or liability, arising out or in connection with CTI's services which exacerbates existing environmental pollution or contamination or any newly caused or created pollution or contamination.

4) It is understood and agreed that statements made in CTI reports are observations based on technical judgments, and should not be construed to be conclusive representations of fact. Test borings, test pits and other methods of subsurface exploration are generally accepted means of obtaining subsurface information in this area. However, they cannot indicate with certainty the subsurface conditions between and below the test explorations. If conditions different from those indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTI immediately to authorize further appropriate evaluation. This evaluation shall be an additional service.

The conclusions and recommendations for construction in CTI's reports are based on limited sampling and the interpretation of variable surface and subsurface conditions. Our conclusions and recommendations shall be deemed preliminary unless or until we are requested by Client to validate our assumptions and finalize our conclusions and recommendations by preconstruction design documents review and site presence during construction and have completed such work. If our Scope of Services does not include preconstruction plan review and construction observations, any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to CTI.

Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client.

5) Engineering reports, field data, laboratory data, analysis, calculations, estimates, designs and other documents prepared by CTI are instruments of CTI's service and remain our property. We will retain pertinent records relating to the services performed for 5 years following submission of any report produced under this Agreement, and will make extra copies of the Instruments of Service available to Client on request for a reasonable fee.

Neither Client nor any other party may use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise, without CTI's prior written permission. Client will defend, indemnify, and hold CTI harmless from any claims, damages and expenses arising out of any such reuse.

6) The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, will become barred two (2) years from the completion of CTI's services.



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: Beth Jay Date of Request: 5.11.22
Email: echolidaypartnership.com Phone: 541 788 0749
Address (optional): P.O. Box 1136 Prineville

1. What is the date of the Court meeting you would like to appear at? IN June
2. Describe the matter to be placed before the Court: I would like to give a report on Crook County Holiday Partnership numbers
3. What action are you requesting that the Court take? Waive fees for use of Carey Foster Dec 5-22.
4. What is the cost involved with your request, if applicable? _____
5. Have you asked the County for a fee waiver before? If yes, when? yes ^{previous years} last year
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:
N/A

Administrative Section

Date Received: _____

Date Reviewed by Court: _____

FY Budget: _____