



CROOK COUNTY WORK SESSION AGENDA

Wednesday, September 13, 2023 at 9:00 am

**Crook County Administration Conference Room I 203 NE Court St. I
Prineville OR**

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 962 4214 4333; Passcode: 970900

PUBLIC COMMENT

DISCUSSION

1. Update the County on Belknap Exhibit Center Project

Requester: Phil Burgess, Crook County Historical Society

2. Request approval of amendment to Intergovernmental Agreement for "Central Oregon Regional Collaborative," an agreement between local governments to apply for CDBG \$.

Requester: Andrew Spreadborough, NeighborImpact

3. 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-1 Awards tobacco prevention funds

Requester: Katie Plumb

4. Award contract to Greenbar Excavation for the Library Patio Renovation Project

Requester: Nick Lilly

5. Renew Software Subscription and Annual Technical Support Agreement with Siemens

Requester: Nick Lilly

ADMINISTRATOR REPORT

COURT MEMBER UPDATES

EXECUTIVE SESSION

- 6. 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**
- 7. ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions**

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County, Oregon, and holds work sessions 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 work session.

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

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

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

If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 447-6555. Assistance to handicapped individuals is provided with advance notice.

Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 09/07/2023 at 10:37 AM

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

**Amendment No. 1 to the Intergovernmental Agreement
for the Central Oregon Regional Collaborative**

This Amendment No. 1 to the IGA for the Central Oregon Regional Collaborative (“Amendment”) is between the counties of Crook, Deschutes and Jefferson; the cities of La Pine, Madras, Prineville and Sisters; and NeighborImpact.

RECITALS

- A. The parties entered into an Agreement dated **September 12, 2019** (the “Agreement”).
- B. The parties desire to amend the Agreement effective _____, 2023.

AGREEMENT

- 1. **Amendments.** Pursuant to Section 9 of the Agreement, the Agreement is hereby amended as follows (new language in restated provisions is indicated by underlining and bold; and deleted language is indicated in brackets).

SECTION 2. **Deschutes County** [The City of Prineville] will serve as the lead applicant for a **2023** [2019] CDBG Housing Rehabilitation Grant.

- 2. **Other Provisions.** Except as expressly amended above, all other terms and conditions of the Agreement are not amended or deleted and remain unchanged and in full force and effect. The parties expressly affirm and ratify the Agreement as herein amended.
- 3. **Signatures.** This Amendment may be signed in counterparts.

The City of La Pine

By: _____

Date this _____ of 2023

The City of Madras

By: _____

Date this _____ of 2023

The City of Prineville

By: _____

**INTERGOVERNMENTAL AGREEMENT
FOR THE
CENTRAL OREGON REGIONAL COLLABORATIVE**

THIS AGREEMENT between NeighborImpact and the City of La Pine, City of Madras, City of Prineville, and City of Sisters, all municipal corporations, (hereinafter the "Cities") and Crook County, Deschutes County and Jefferson County (hereinafter the "Counties") is entered into on the date last signed below for the purpose of developing a request for funding to address housing rehabilitation needs in Central Oregon through a collaborative partnership of the Cities, Counties and NeighborImpact (hereinafter the "Central Oregon Regional Collaborative").

RECITALS:

WHEREAS, Business Oregon will finance low- and moderate-income owner-occupied, single family housing rehabilitation projects through awards granted to city or county applicants; and

WHEREAS, an application for said grant funds must be submitted within a region by one jurisdiction as lead applicant on behalf of the collaborative and the award is made to the lead applicant within the limits of use set forth in the application; and

WHEREAS, the Central Oregon Regional Collaborative must partner with a 501c (3) non-profit meeting the requirements of 105(a)(15) of the Housing and Community Development Act to carry out the housing rehabilitation program as a sub grantee on behalf of the grant applicant which will result in a grant award being made available to income eligible owner-occupied households in the form of a grant; and

WHEREAS, submission of a CDBG Housing Rehabilitation application to IFA requires documentation of need and the establishment of a partnership between a minimum of three local municipalities and a local 501c(3) non-profit corporation with certified sub-grantee status; and

WHEREAS, the Cities and the Counties are aware of and committed to addressing the serious and ongoing need for housing rehabilitation services with sustainable program action within the project designated service area; and

WHEREAS, the Cities, the Counties, and NeighborImpact desire to cooperate in order to provide for the assessment and documentation of that need, the development of the partnership, and the preparation of the application including all requisite attachments and due diligence; and

WHEREAS, NeighborImpact has achieved certification from the Business Oregon as an eligible 501c3 nonprofit subgrantee meeting the requirements of 105(a)(15) of the Housing and Community Development Act for the Regional Housing Rehabilitation CDBG program.

NOW, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, Cities, Counties and NeighborImpact agree as follows:

SECTION 1. The designated service area for Central Oregon Regional Collaborative activities under this agreement shall include all of Crook, Deschutes and Jefferson counties outside of the

boundaries of the City of Bend, City of Redmond, and Confederated Tribes of Warm Springs.

SECTION 2. The City of Prineville will serve as the lead applicant for a 2019 CDBG Housing Rehabilitation Grant.

SECTION 3. The lead applicant responsibilities will include:

- Provide needed due diligence as required for the application, including (but not limited to) adopting and publishing a Fair Housing Resolution, adopting an Excessive Force Policy and all other such federal overlay requirements.
- Submission of the CDBG application to Business Oregon.
- Compliance with federal, state and program requirements.

SECTION 4. The Cities and the Counties responsibilities will include the following for the completion of the scope of work for this application and project:

- Adherence to the National Objective that 100% of the CDBG Housing Rehabilitation Program funds will serve low-moderate income households.
- Ongoing marketing of the Housing Rehabilitation Program in its community and the region.
- Referral of housing units within its jurisdiction that have been determined by the Cities and Counties to have health, safety, and/or other housing rehabilitation needs.

SECTION 5. NeighborImpact's responsibilities will include providing the following for completion of the scope of work for this application and project:

- Facilitation for the formation and ongoing development of the Central Oregon Regional Collaborative.
- Creation of a waiting list of potential applicants.
- Development and preparation of the grant application and requisite attachments, for submission by the lead applicant.
- Implementation and management of the Regional Housing Rehabilitation Revolving Loan Fund program, upon approval of the grant application by Business Oregon.
- Compliance with all federal, state and program requirements.
- Reporting of program activity to the State of Oregon, Central Oregon Regional Collaborative Members and the community.

SECTION 6. NeighborImpact shall be compensated for grant administration and program management with CDBG grant funds at a level established by Business Oregon within the CDBG contract issued to the lead applicant. The lead applicant and NeighborImpact shall enter into a subgrant agreement prior to the implementation of program activities.

SECTION 7. This IGA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 8. ENTIRE AGREEMENT: This Agreement signed by all parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this 9-11 of 2019

The City of La Pine

By: Melissa Bond City Mayor

Date this _____ of 2019

The City of Madras

By: _____

Date this _____ of 2019

The City of Prineville

By: _____

Date this _____ of 2019

City of Sisters

By: _____

Date this _____ of 2019

Crook County

By: _____

Date this _____ of 2019

Deschutes County

By: _____

Date this _____ of 2019

Jefferson County

By: _____

Date this _____ of 2019

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2019

The City of La Pine

By: _____

Date this 8/27 of 2019

The City of Madras

By: *Richard Jady*

Date this _____ of 2019

The City of Prineville

By: _____

Date this _____ of 2019

City of Sisters

By: _____

Date this _____ of 2019

Crook County

By: _____

Date this _____ of 2019

Deschutes County

By: _____

Date this _____ of 2019

Jefferson County

By: _____

Date this _____ of 2019

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2019

The City of La Pine

By: _____

Date this _____ of 2019

The City of Madras

By: _____

Date this Sept. 11 of 2019

The City of Prineville

By: Stephen J. Lehman, Mayor

Date this _____ of 2019

City of Sisters

By: _____

Date this _____ of 2019

Crook County

By: _____

Date this _____ of 2019

Deschutes County

By: _____

Date this _____ of 2019

Jefferson County

By: _____

Date this _____ of 2019

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2019

The City of La Pine

By: _____

Date this _____ of 2019

The City of Madras

By: _____

Date this _____ of 2019

The City of Prineville

By: _____

Date this 8/28 of 2019

City of Sisters

By:  _____

Date this _____ of 2019

Crook County

By: _____

Date this _____ of 2019

Deschutes County

By: _____

Date this _____ of 2019

Jefferson County

By: _____

Date this _____ of 2019

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2019

The City of La Pine

By: _____

Date this _____ of 2019

The City of Madras

By: _____

Date this _____ of 2019

The City of Prineville

By: _____

Date this _____ of 2019

City of Sisters

By: _____

Date this 9-4 of 2019

Crook County

By:  _____

Date this _____ of 2019

Deschutes County

By: _____

Date this _____ of 2019

Jefferson County

By: _____

Date this _____ of 2019

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2019

The City of La Pine

By: _____

Date this _____ of 2019

The City of Madras

By: _____

Date this _____ of 2019

The City of Prineville

By: _____

Date this _____ of 2019

City of Sisters

By: _____

Date this _____ of 2019

Crook County

By: _____

Date this 8/21 of 2019

Deschutes County

By: Philip A. [Signature] Chair

Date this _____ of 2019

Jefferson County

By: _____

Date this _____ of 2019

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2019

The City of La Pine

By: _____

Date this _____ of 2019

The City of Madras

By: _____

Date this _____ of 2019

The City of Prineville

By: _____

Date this _____ of 2019

City of Sisters

By: _____

Date this _____ of 2019

Crook County

By: _____

Date this _____ of 2019

Deschutes County

By: _____

Date this _____ of 2019

Jefferson County

By: Mae Huston _____

Date this 8-14 of 2019



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 or Regular County Court Meeting, your request and all documentation must be submitted the Wednesday before the date of the Work Session or Regular County Court Meeting.

Please return this form to Crook County Administration Office via
Email: Sarah.Puerner@crookcountyor.gov or by mail to 300 NE 3rd St., Prineville OR 97754

Your name: _____ Date of Request: _____
Email: _____ Phone: _____
Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? _____
2. Describe the matter to be placed before the Court: _____

3. What action are you requesting that the Court take? _____

4. What is the cost involved with your request, if applicable? _____

5. Have you asked the County for a fee waiver before? If yes, when? _____
6. Please estimate the time required for your presentation.
 5 minutes 10 minutes 15 minutes other _____ minutes
7. Are you (or will you be) represented by legal counsel?
Yes (please name your attorney) _____
No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)
8. If you have a physical disability and require an accommodation, please specify your need:

Administrative Section

Date Received: _____

Date Reviewed by Court: _____

FY Budget: _____

County Court: Approved/Denied

AGENDA ITEM REQUEST



Date:

9/5/2023

Meeting date desired:

9/13 & 9/20

Subject:

2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-1 Awards tobacco prevention funds

Background and policy implications:

One of many periodic contract amendments updating program-level funding post-legislative session and after individual program budgets and plans have been submitted to and approved by OHA

Budget/fiscal impacts:

Total tobacco prevention award FY24: \$222,439.86

This is \$560.14 less than was projected for tobacco prevention. No significant impact.

Requested by:

Katie Plumb, Health & Human Services Director
kplumb@crookpublichealthor.gov 541-447-5165

Presenters:

Katie Plumb, Health & Human Services Director

Legal review (only if requested):

Elected official sponsor (if applicable):

/

Agreement #180007



**FIRST AMENDMENT TO OREGON HEALTH AUTHORITY
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This First Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify and replace the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

1. This Amendment is effective on July 1, 2023, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

7. Signatures.

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

Approved by: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

**Attachment A
Financial Assistance Award (FY24)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	2) Issue Date Saturday, July 1, 2023	This Action Amendment FY 2024
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$6,956.75	\$0.00	\$6,956.75
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$52,904.00	\$0.00	\$52,904.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$17,595.25	\$0.00	\$17,595.25
PE13	Tobacco Prevention and Education Program (TPEP)	\$44,233.00	\$178,206.86	\$222,439.86
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$112,660.00	\$0.00	\$112,660.00
PE40-01	WIC NSA: July - September	\$52,815.00	\$0.00	\$52,815.00
PE40-02	WIC NSA: October - June	\$158,450.00	\$0.00	\$158,450.00
PE40-05	Farmer's Market	\$2,378.00	\$0.00	\$2,378.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,187.00	\$0.00	\$2,187.00
PE42-04	MCAH Babies First! General Funds	\$6,989.00	\$0.00	\$6,989.00
PE42-06	MCAH General Funds & Title XIX	\$4,101.00	\$0.00	\$4,101.00
PE42-11	MCAH Title V	\$21,633.00	\$0.00	\$21,633.00
PE42-12	MCAH Oregon Mothers Care Title V	\$11,412.00	\$0.00	\$11,412.00
PE42-13	Family Connects Oregon	\$50,000.00	\$0.00	\$50,000.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,792.00	\$0.00	\$10,792.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$106,760.00	\$0.00	\$106,760.00
PE46-05	RH Community Participation & Assurance of Access	\$17,113.68	\$0.00	\$17,113.68
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,728.00	\$0.00	\$38,728.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$36,316.08	\$0.00	\$36,316.08
PE51-05	CDC PH Infrastructure Funding	\$155,440.41	\$0.00	\$155,440.41
PE62	Overdose Prevention-Counties	\$18,680.00	\$0.00	\$18,680.00
PE62-02	Fentanyl Campaign Funds	\$10,000.00	\$0.00	\$10,000.00
		\$999,661.99	\$178,206.86	\$1,177,868.85

5) Foot Notes:	
PE10-02	7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.
PE40-01	7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.
PE40-02	7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.

6) Comments:	
PE01-01	7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE01-12	7/2023: SFY24 July 2023: This award is available 7/1/23 - 6/30/24
PE13	7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE36	7/2023: Redistribution for Jul-Sep 2023 SAPT_22; and TBD SAPT_23 Oct-Jun 2024 7/2023: SFY24 Award
PE40-01	7/2023: SFY2024 Q1 WIC NSA grant award. \$10,563 must spent on Nutrition Ed; \$1,575 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
PE40-02	7/2023: SFY2024 Q2-4 grant award. \$31,690 must be spent on Nutrition Ed, \$4,726 on BF Promotion.
PE40-05	7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024
PE51-05	7/2023: SFY24 Award Available 7/1/23-6/30/24. Funds are available 7/1/23-11/30/27. Unspent Funds in SFY24 will be carried over to the next fiscal year.
PE62	7/2023: FY24 funds available 7/1/23-9/29/23 only.
PE62-02	7/2023: De-obligated anticipated unspent funds from SFY23 per county request and moving to SFY24. SFY24 Award - 7/15/2024: Funds available 7/1/23-8/31/23 only.

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

DOCUMENT RETURN STATEMENT

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

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

Document number: _____, hereinafter referred to as "Document."

I, _____
Name Title

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

_____ by email.

Contractor's name

On _____,
Date

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

Authorizing signature

Date

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

AGENDA ITEM REQUEST



Date:

September 6th, 2023

Meeting date desired:

Wednesday, September 13th, 2023 County Court Work Session

Subject:

Award contract to Greenbar Excavation for the Library Patio Renovation Project. Facilities received (2) complete proposals, (1) partial and the low bidder was Greenbar Excavation at \$43,787. Additional contingency funding of \$2,791 has been requested for a total of \$46,578 ensuring that all aspects of patio project are effectively addressed.

Background and policy implications:

This scope of work will provide needed update to the Broughton Room patio area with emphasis on addressing tree roots that have heaved the subgrade and associated site assemblies causing an unsafe condition and compromised the existing valve box that houses the backflow prevention device. Project scope includes tree replacement and preventive measures for ongoing root intrusion mitigation.

Budget/fiscal impacts:

This upgrade will be funded through the Capital Projects fund.

Requested by:

*Nick Lilly, Capital Projects and Facilities Manager, nick.lilly@crookcountyor.gov
541-416-3811*

Presenters:

Nick Lilly, Capital Projects and Facilities Manager

Legal review (only if requested):

Elected official sponsor (if applicable):



BID SCOPE ANALYSIS SHEET

PROJECT: **Broughton Room Patio Renovation**
 SCOPE DESCRIPTION(S): **Selective Demolition/Removal of Existing Pavers, Concrete Border, Trees and Shrubs, Irrigation and Lighting. Replace Systems - See bid documents for full detail**
 DATE/TIME: Sept 1st, 2023 REVISION: **Addendum 01 - Dimension Confirmation**

Vendor/Subcontractor	C2M Contract LLC	SMAF Construcrtion	Greenbar Excavation	Becker Landscape				
Contact	Carl Mosbey	Mel Davis	Tanner Brown	Trevor Grey				
Phone Number	541-410-4565	541-390-2717	971-288-9105	DECLINED PROJECT				
Email								
1.0 BASE BID BREAKDOWN:								
Schedule of Values	Quantity	Base Total	Quantity	Base Total	Quantity	Base Total	Quantity	Base Total
Description								
1 Base Bid		\$ 16,770		\$ 46,588.61		\$ 43,787		
2 Selective Demolition and Disposal	8,940	Included	10,214	Included	18,715	Included		
3 New Concrete; Prep, Form, Supply, Place, Finish and Seal	7,830	Included	36,374	Includes Landscape	7,155	Included		
4 Landscaping Improvements (Include replace backflow device)		No Bid	Backflow device?	Included	17,917	Included		
5 Lighting Replacements		No Bid	Lighthing included?	Included		Included		
6 Irrigation Replacements		No Bid		Included		Included		
7 Paver Scope; remove and reinstall donor pavers as border		Included		Included		Included		
Base Bid Sub-Total:		\$ 16,770		\$ 46,589		\$ 43,787		\$ -
2.0 POST BID ADJUSTMENTS:								
	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	(LS)	Total
1 Landscaping PLUG (value from other bid utilized for analysis)	NA							
2								
3								
4								
Post Bid Adjustments Sub-Total:		\$ -		\$ -		\$ -		\$ -
Base Bid Total w/ Post Bid Adjustments:		\$ 16,770		\$ 46,589		\$ 43,787		\$ -
3.0 ADD/DEDUCT ALTERNATES:								
	Alternates	Selected	Alternates	Selected	Alternates	Selected	Alternates	Selected
1 Tree removal alternate included (remove and replace (3) maples at East)		Not Included		Not Included		Included		
2								
3								
4								
Selected Alternates Total:		\$ -		\$ -		\$ -		\$ -
Total Subcontract Amount:		\$ 16,770		\$ 46,589		\$ 43,787		\$ -
4.0 ESTIMATE TO COMPLETE SCOPE (ETC):								
	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1 Sealer, 25% solids per Facilities Maintenance Standard for Deicer protection				\$ 300		\$ 300		
2 Removal and replacement of East shrubs at Meadow Lakes Drive (@ sidewalk)				\$ 700		\$ 700		
3 Small project contingency			4% of low bid	\$ 1,791	4% of low bid	\$ 1,791		
4								
ETC's Subtotal:		\$ -		\$ 2,791		\$ 2,791		\$ -
Subcontractor Bond If Required								
INTERNAL BUDGET TOTAL:		\$ 16,770		\$ 49,380		\$ 46,578		\$ -
(NIS=No Information Submitted) (BIR=Lost Workday Cases x 200,000/hours Worked) (LTC=Recordable Cases x 200,000/hours worked) (Fat=Fatalities)								
5.0 RETURNED BID DOCUMENTS:								
BID DOCUMENTS	No		No		No			
6.0 ACKNOWLEDGMENTS & CERTIFICATIONS:								
Addenda 01 Issuance	Yes		Yes		Yes		No	
Bid Valid for 30 Day, 60 Days, other?								
Contractor License in the State of Oregon	Yes		Yes		Yes			
Listed as a MBE/WBE/EBE								
Merit Shop/Union	No		No		No			
7.0 CLARIFICATIONS & EXCLUSIONS:								

NOTES: C2M is a new relationship however appears to be capable of concrete construction. This new vendor declined to include the full scope of landscaping to include backflow device replacement, tree removal/replacement, irrigation and lightning and facilities is not prepared to manaoqe this project as a general contractor.

RECOMMENDATION: Based on a thorough review of the bids as well as assessment of contractors level of completeness/engagement our recommendation is to award the project to Greenbar Excavation who has partnered with Snider Landscaping on the project. This vendor has provided the best value by submitting the lowest price and also shown the greatest interest with emphasis on the landscapers detail orientation and willingness to suggest best practices for the project. C2M provided a low demolition and excavation value however was not willing to bid the project as a whole.



SMAF CONSTRUCTION, LLC
P.O. BOX 672
2260 INDUSTRIAL PARK WAY
O) 541-447-5643
F) 541-447-2190
CCB # 159128

7/25/2023
 Crook County Facilities
 203 NE Court St
 Prineville, OR 97754
 Attn: Nick Lilly 541.416.3811, 541.460.1005
Nick.lilly@crookcountyor.gov

RE: Demo patio at library and redo with concrete

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	
100 - MOBILIZATION/LOCATES					\$ 773.67
MOBILIZATION - LOCAL	1.00	LS	\$ 693.00	\$ 693.00	
FUEL SURCHARGE	1.00	LS	\$ 80.67	\$ 80.67	
PRIVATE LOCATES	0.00	HRS	\$ 130.00	\$ -	
200 - DEMO EXISTING PATIO, REMOVE SUBGRADE & ROOTS					\$ 9,440.80
35 MINI EXCAVATOR	10.00	HRS	\$ 160.00	\$ 1,600.00	
SKID STEER	16.00	HRS	\$ 160.00	\$ 2,560.00	
DUMP TRUCKS	6.00	HRS	\$ 110.00	\$ 660.00	
PICKUP W/TRAILER	2.00	DAYS	\$ 150.00	\$ 300.00	
LABOR	40.00	HRS	\$ 64.00	\$ 2,560.00	
LASER/TRANSIT	2.00	DAYS	\$ 75.00	\$ 150.00	
SAW CUTTING	1.00	LS	\$ 750.00	\$ 750.00	
DISPOSAL	1.00	LS	\$ 400.00	\$ 400.00	
9% FUEL SURCHARGE ON EQUIP	1.00	LS	\$ 460.80	\$ 460.80	
300 - NEW PATIO PREP AND SURFACING					\$ 36,374.14
35 MINI EXCAVATOR	8.00	HRS	\$ 160.00	\$ 1,280.00	
SKID STEER	8.00	HRS	\$ 160.00	\$ 1,280.00	
VAC TRUCK - 2 GUYS W/SUPPLY RIG	4.00	HRS	\$ 300.00	\$ 1,200.00	
LABOR	40.00	HRS	\$ 64.00	\$ 2,560.00	
LASER/TRANSIT	4.00	DAYS	\$ 75.00	\$ 300.00	
PLATE COMPACTOR	2.00	DAYS	\$ 50.00	\$ 100.00	
3/4" - 0 ROCK DEL	68.00	YD	\$ 27.29	\$ 1,855.65	
DRAIN ROCK DEL	10.00	YD	\$ 27.75	\$ 277.50	
TOPSOIL DEL	20.00	YD	\$ 27.00	\$ 540.00	
MATERIALS	1.00	LS	\$ 690.00	\$ 690.00	
CONCRETE SLAB	1.00	LS	\$ 13,470.00	\$ 13,470.00	
CORE 4" HOLES FOR DRAINAGE	1.00	LS	\$ 460.00	\$ 460.00	
LANDSCAPING SERVICES	1.00	LS	\$ 11,782.00	\$ 11,782.00	
** INCLUDES LOW VOLTAGE					
9% FUEL SURCHARGE ON EQUIP	1.00	LS	\$ 578.98	\$ 578.98	
TOTAL					<u><u>\$ 46,588.61</u></u>

If you have any questions please give me a call at 541-447-5643 or on my mobile phone at 541-480-7974.
 Thank you,
 Mel Davis

Greenbar Excavation, LLC
 PO Box 7
 Prineville, OR 97754
 541-903-4343
 Greenbarexcavation@gmail.com
 www.greenbarexcavation.com

Estimate 1517



ADDRESS Nick Lilly 203 NE Court St Prineville, Or 97754 Crook County Library	DATE 07/28/2023	TOTAL \$43,787.00	EXPIRATION DATE 08/28/2023
---	---------------------------	-----------------------------	--------------------------------------

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Concrete Prep	Concrete Prep, demo, Footing Excavation, includes up to 6" of cut and export	1	18,715.00	18,715.00
	Concrete	Concrete patio	1	7,155.00	7,155.00
	Exclusions	Excludes any prevailing wage rate	1	0.00	0.00
	Landscaping	Landscaping, tree demo included	1	17,917.00	17,917.00

A 3% credit card fee will be included on invoice.
 All invoices are due within 7 days.
 Late charges are 5% per month if not paid within 14 days of issuance.

TOTAL	\$43,787.00
--------------	--------------------

THANK YOU.

Accepted By

Accepted Date

Billing Questions?
 541-903-4343 Ext. 4
 greenbarbilling@gmail.com
 CCB# 237539 DEQ# 39103



To: Crook County Facilities
 Nick Lilly
 Address: 175 NE Meadow Lakes Dr.
 Prineville, OR 97754
 Phone: 360.213.9736

Billing:
 Address:
 Phone:
 e-mail:

August 21, 2023

Crook County Library Patio Remediation

SCOPE OF WORK:

Site Prep: \$2,490

Spray areas to be improved	\$172	
Remove turf, weed or clean up of landscape areas to be improved	\$540	
Blanket compost import and place	\$289	
Till/ Scarify and rough grade	\$192	
Topsoil/ import and place and rough grade. 6" screened topsoil.	\$893	Budget
Boulder Placement- accents in beds.	\$404	

Irrigation: \$4,304

Controller	\$254	
Point of Connection- to install new with permit and test per COP	\$1,361	Budget
Mainline/ wire conductor	\$239	
Valves	\$397	
Laterals	\$544	
Drip irrigation lateral and piping to plantings. Extra line for pots.	\$1,047	
Hardscape sleeving	\$90	
Misc. fittings and hardware	\$317	

Planting: (includes fertilizer and amendments) \$3,677

Shrubs and groundcovers- 6. ea	\$273
Perennials and ornamental grasses- 45 mixed grasses and perennials.	\$995
NEW- Deciduous trees. 4" RED POINTE MAPLE COL. OR EQUIVALENT.	\$2,329
Amendments	\$81

Includes removal of existing (3) East Silver Maples and stumps

Other: **\$12,563**

Mulch: **\$1,600**

High Desert Blend Juniper Mulch \$785
Aspen 1.5" decorative rock mulch \$815

Retaining Wall:

Excavation
Foundation
Block
Grout
Job Drain or other sheet

Lighting: **\$2,754 Budget**

LED fixtures with wire and transformer and photocell equipment. Outlet needs provided.

Drainage/Drainage:

Excavation and
Installation of
Pipe and pipe
Finish rock floor

Paver Patio/ walks: **~~\$10,418~~**

Excavation Omit, included in GC scope \$1,209
Subgrade preparation and import/ place of gravel and sand \$2,257
~~Install block, edge restraining and joint sweep~~ \$6,062
Paver sealant \$890

Decorative drain rock 3-5" border: **\$544**

Excavation
Subgrade preparation and import and place of decorative gravel \$544
Grout and joint sweep/ fill
Finish (paving)

Mobilization: **\$1,064**

TOTAL **\$24,098**

C2M Contract LLC 1

97756
+1 5416999760
c2mcontract@gmail.com



Estimate

ADDRESS
Nick Lilly
Crook County
300 NE 3rd St,
Prineville OR 97754

ESTIMATE 033
DATE 09/01/2023
EXPIRATION DATE 09/29/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Selective Removal/ Demolition and Disposal- Staging- * Barricade work area and locate/place haul trailer. * Remove and salvage selected brick pavers to be reinstalled. * Demo and remove existing concrete boarder. * Demo and remove existing 5'x5'6" concrete panel. * Remove (1) existing tree on south end of patio and haul. * Cut and remove all existing tree roots that will affect (N) placed concrete patio. Paver area. *Excavate to depth for allowance of 6" 3/4 minus state spec base rock. Excavate and prep for (N) 1'x1'-10" footing. * Install (N) perforated 3" drain pipe at bottom of slope and install connecting drain boxes. * Backfill grade/slope and compact (N) footing and slab. Concrete/Paver installation- * Setup and form for (N) 52'x 12"6"x4" (650sqft) slab and footing. * Pour and finish- (N) 1'x1'10 footing and Tool/Broom finish with 1/2" tooled control joints. * Pour and finish (N) 5'x5'6" concrete panel. Tool and broom finish. * Install reused selected brick pavers around perimeter of (N) concrete patio slab.	1	8,940.00	8,940.00

Services

Page 31
7,830.00

TOTAL

\$16,770.00

Accepted By

Accepted Date



TREE XPERTS

Central Oregon Tree Experts

61563 American Loop | Bend, Oregon 97702
541-480-9488 | office@cotreexperts.com | cotreexperts.com

RECIPIENT:

Crook County

203 NE Court Street
Prineville, OR 97754
Phone: 360-213-9736

SERVICE ADDRESS:

175 northwest meadow lakes dr
Prineville, Oregon 97754

Estimate #11514	
Sent on	Aug 14, 2023
Equipment	Climber
Added Equipment	.
Stump Grinding	No
Donate Wood	No
Total	\$840.00

PRODUCT / SERVICE	DESCRIPTION	UNIT PRICE	TOTAL
Tree Removal	Remove larger Vine Maple in courtyard. Chip and haul brush.	\$600.00	\$600.00
Trim	Minor structural clearance on 3 Silver Maples in courtyard. Chip and haul brush.	\$240.00	\$240.00

Total **\$840.00**

Quote valid for 90 days. Price and Perform adjustments agreed upon by client and foreman will be reflected in final invoice.

{Quotes over \$4,000}: Require a 60% deposit prior to the scheduled date. This can be used towards other future work if non-refundable due to canceling same day or within 72 hours of the scheduled date. Please contact the office to remit deposit, or feel free to drop in during office hours.



TREE XPERTS

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61563 American Loop | Bend, Oregon 97702
541-480-9488 | office@cotreexperts.com | cotreexperts.com

Notes Continued...

Underground Damage Waiver: Stump grinding, deep root fertilizer, and some tree removal require soil disruption. Properly placed utilities are deeper than we can reach, however general irrigation lines and improperly installed utilities can interfere with our work and endanger our team. Client is responsible for requesting and assisting in utility locates and marking of any underground services in our work area, including sprinkler heads. We are not responsible to any damage to underground irrigation and utilities not marked.

{Past Due Invoices}: For all completed work that has been invoiced, 60 days after full completion of the work order (final visit) there will be an automatic additional fee for costs we incur in attempts to collect past due payments.

Signature: _____ Date: _____



LIBRARY COURTYARD PATIO REMEDIATION PROJECT

SCOPE OF WORK: SELECTIVE DEMOLITION AND LANDSCAPING REMOVAL, CAST IN PLACE CONCRETE, LANDSCAPING, SITE LIGHTING AND IRRIGATION IMPROVEMENTS

- **PERFORM SELECTIVE REMOVAL OF EXISTING PATIO INFRASTRUCTURE TO INCLUDE ALL PAVERS AND CONCRETE AS INDICATED PER THE CONTRACT DOCUMENTS. REMOVAL OF (1) TREE LOCATED SOUTH END OF EXISTING PATIO AREA AS WELL AS ALL SMALL PLANTINGS WITHIN INTERIOR OF EXISTING PATIO BORDER WALL. REMOVAL ALL EXISTING TREE ROOTS FROM AREA BELOW EXISTING PAVER PATIO AND REMEDIATE SUBGRADE TO RECEIVE NEW CONCRETE TO INCLUDE SUBTERRANEAN BORDER FOOTING. FURNISH AND INSTALL COMPLETE FORM, PLACE AND POUR CONCRETE AS PER CONTRACT DOCUMENTS. ADJACENT PLANTING AREAS TO BE REMEDIATED TO INCLUDE PRE-EXISTING LIGHTING AND DRIP IRRIGATION SYSTEM FOR BOTH EXISTING (4) TREES TO REMAIN AS WELL AS REPLACEMENT PLANTINGS.**
- **WORK TO INCLUDE:**
 - **PERFORM LAYOUT AS REQUIRED TO COMPLETE PROJECT. MAINTAIN ADA COMPLIANCE WITH EMPHASIS ON EGRESS PATH FROM LIBRARY EXIT DOOR TO PARKING AREA. SLOPE NEW PATIO CONCRETE FOR DRAINAGE.**
 - **PERFORM SELECTIVE REMOVAL OF SOUTH TREE, PLANTINGS AND PORTIONS OF EXISTING IRRIGATION AND LIGHTING.**
 - **EXCAVATION AND SUBGRADE PREPARATION FOR FOOTINGS/SLABS AS REQUIRED TO INCLUDE REMOVAL OF ALL TREE ROOTS AND/OR OTHER ORGANICS WITHIN NEW CONCRETE AREAS, ROOTS TO BE SELECTIVELY CUT BACK.**
 - **PROVIDE FOR SAND AND GRAVEL SUB-BASE MATERIAL PER THE ATTACHED EXHIBIT.**
 - **SLAB ON GRADE TO BE 4" THICK. FINISH AS PER CONTRACT DOCUMENTS (BROOMED & TOOLED).**
 - **PROVIDE AND INSTALL ALL REINFORCING STEEL AS PER ATTACHED EXHIBIT.**
 - **PROVIDE FOR TOOL JOINTS, FINISHING AND CURING AS PER INDUSTRY STANDARDS AND ATTACHED EXHIBIT.**
 - **SUBCONTRACTOR TO REMOVE EXISTING PATIO PAVERS AND ASSOCIATED CONCRETE BORDER AS INDICATED. DONOR PAVERS TO BE STORED ONSITE AND REUSED AS A BORDER PER THE CONTRACT DOCUMENTS.**
 - **DIG, FORM, PLACE AND FINISH NEW SIDEWALK FOOTING AS SHOWN ON CONTRACT DOCUMENTS.**
 - **CONTRACTOR TO REMEDIATE EXISTING DRIP IRRIGATION SYSTEM TO SUPPORT EXISTING TREES AND NEW PLANTINGS AS WELL AS ASSESS CONDITION OF EXISTING BACKFLOW PREVENTION DEVICE, REPLACE AS NEEDED.**
 - **CONTRACTOR TO REMEDIATE EXISTING SITE LIGHTING TO RESTORE PREVIOUS UPLIGHTING AT TREES.**
 - **CONTRACTOR TO PROVIDE DESIGN BUILD LANDSCAPING SERVICES AS NEEDED TO SUPPORT THE PROJECT TO INCLUDE A VARIETY OF NATIVE BUNCH GRASSES AND BUSHES AS WELL AS ADDITION OF TOPSOIL AND GRIZZLY ROCK.**
- Provide within 10 working days after execution of agreement a complete and comprehensive set of shop drawings, sample, submittals, schedules, product data and associated literature as applicable; precisely identifying each item of equipment of material to be used on the subject project.
- Provide all required tools, equipment, labor, and incidentals necessary in the completion of your work.
- Subcontractor shall keep work area clean and free from collection of debris caused by his work operation as required to provide a safe working environment for his employees, as well as other subcontractor's employees, on a daily basis or as deemed necessary by facilities, contractor's superintendent and or safety engineer. This clean up shall include on and offsite streets as required, including that of governing agencies during your work operation. All remaining unused materials shall be removed from site at completion of your work and disposed of properly.
- Work does not meet the requirements for prevailing wage and therefore will not be prevailing wage.
 - **BID PRICING ACCOUNTING BREAKOUT TO BE AS FOLLOWS:**
 1. **SELECTIVE REMOVAL/DEMOLITION AND DISPOSAL PRICING: \$**
 2. **NEW CONCRETE; PREP/FORM/SUPPLY/PLACE/FINISH/SEAL: \$**
 3. **LANDSCAPING; PLANTINGS, IRRIGATION, LIGHTING AND PAVERS: \$**

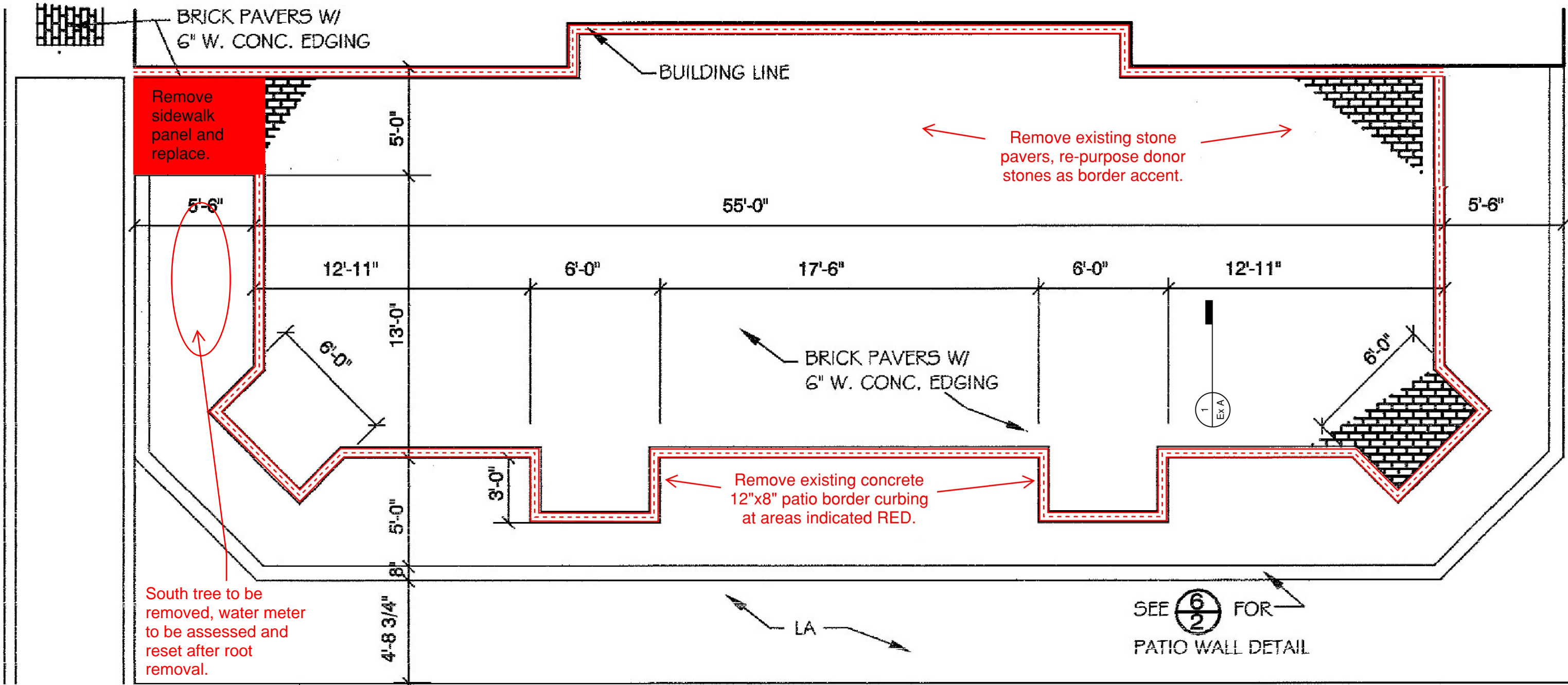
CROOK COUNTY FACILITIES
CROOK COUNTY LIBRARY PATIO REMEDIATION
175 NE MEADOW LAKES DR.
PRINEVILLE, OR



Crook County Library - Patio Remediation Project

Exhibit A.1 - Removal and Replacement Layouts

CROOK COUNTY FACILITIES
CROOK COUNTY LIBRARY PATIO REMEDIATION
175 NE MEADOW LAKES DR.
PRINEVILLE, OR
97754



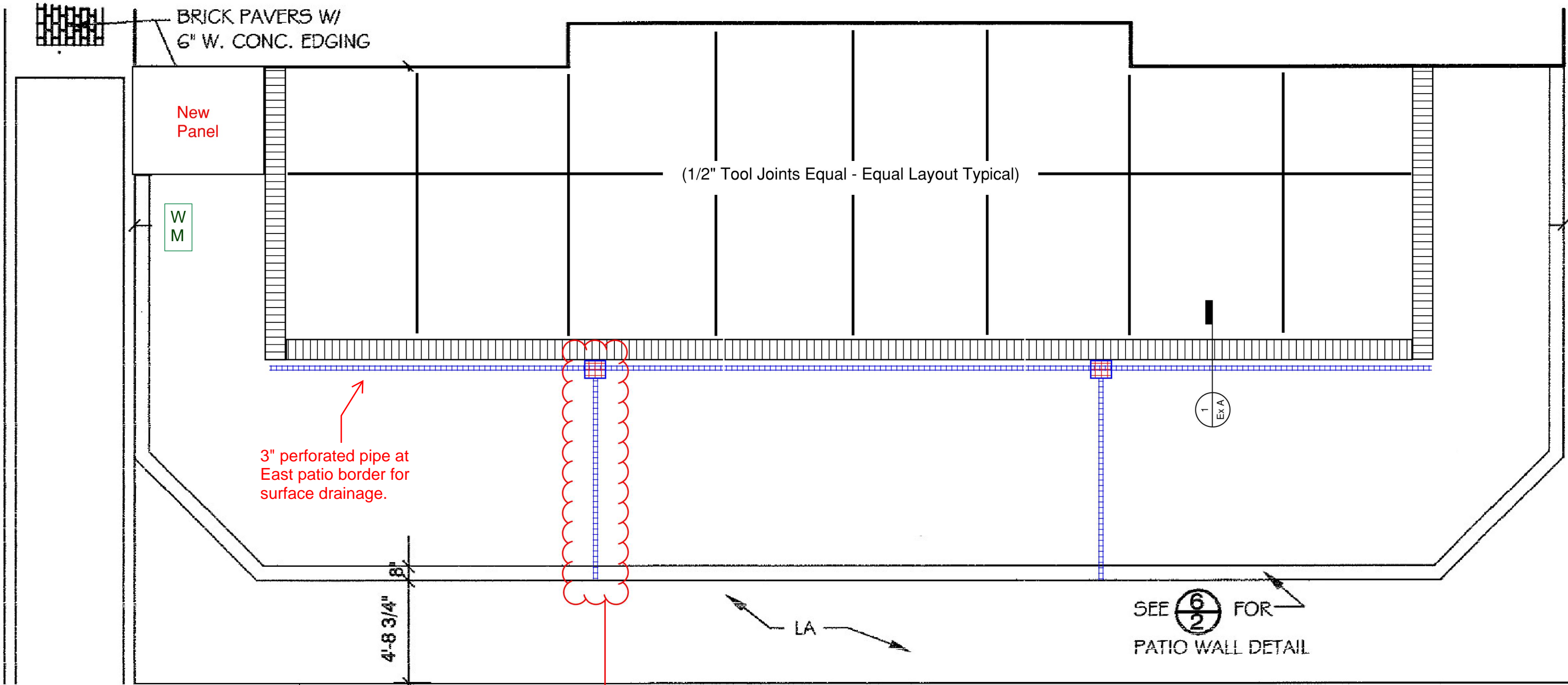
South tree to be removed, water meter to be assessed and reset after root removal.



Crook County Library - Patio Remediation Project

Exhibit A.2 - Removal and Replacement Layouts

CROOK COUNTY FACILITIES
 CROOK COUNTY LIBRARY PATIO REMEDIATION
 175 NE MEADOW LAKES DR.
 PRINEVILLE, OR
 97754



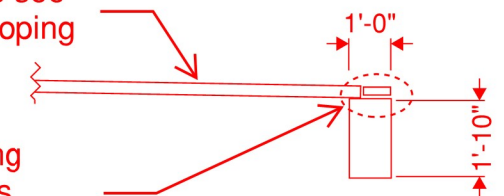
General Notes:

- 1) Prepare compacted sub base of minimum 6" crushed rock at slab work.
- 2) Border paver stones to be sand set flush with top of patio grade elevation.
- 3) Catch Basin to be NDS Part number 1200MTLKIT or similar per approval.

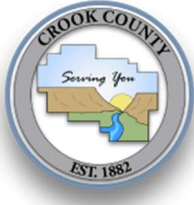
12" landscape area drain basin w/3" piping sloped to weep at East wall. Confirm slope and core wall as needed.

4" CIP Concrete see elevations for sloping

Sand set existing donor Pavers as border



AGENDA ITEM REQUEST



Date:

September 6th, 2023

Meeting date desired:

Wednesday, September 13th, 2023 County Court Work Session

Subject:

Renew Software Subscription and Annual Technical Support Agreement with Siemens in support of the Public Safety Facility Building Management System ongoing operation.

Background and policy implications:

This scope of work will provide needed update to the Desigo BMS software as needed to migrate to the cloud-based server as well as provide quarterly maintenance visits to ensure that critical devices are calibrated and communicating as intended. Currently the jail is operating on an outdated version of the software and control loop calibrations need tuning ensuring that the performance of mechanical equipment is effectively maintained. Total cost of this investment is \$35,748.00 which covers 1 year of service and software.

Budget/fiscal impacts:

This upgrade will be funded through the general facilities maintenance fund.

Requested by:

*Nick Lilly, Capital Projects and Facilities Manager, nick.lilly@crookcountyor.gov
541-416-3811*

Presenters:

Nick Lilly, Capital Projects and Facilities Manager

Legal review (only if requested):

Elected official sponsor (if applicable):

PROPOSAL

Crook County PS SA 2023

PREPARED BY

Siemens Industry, Inc. ("Siemens")

PREPARED FOR

CROOK COUNTY SHERIFF'S OFFICE

DELIVERED ON

August 23, 2023

SMART BUILDINGS

Transforming the Everyday



Table of Contents

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Contact Information

Proposal #:	8191307
Date:	August 23, 2023

Sales Executive:	Corey Jones
Branch Address:	860 N 42 nd Street, Suite B Springfield, OR 97478
Telephone:	541-221-6163
Email Address:	corey.jones@siemens.com

Customer Contact:	Nick Lilly
Customer:	CROOK COUNTY SHERIFF'S OFFICE
Address:	308 NE 2ND ST PRINEVILLE OR 97754-1912
Services shall be provided at:	CROOK COUNTY SHERIFF'S OFFICE 308 NE 2ND ST PRINEVILLE OR 97754-1912

Executive Summary

Customer Needs

The Services proposed in this agreement are specifically designed for CROOK COUNTY SHERIFF'S OFFICE, and the services provided herein will help you in achieving your facility goals.

Services Included

Siemens will provide the following services.

Service Description

- Control Loop Tuning
- Data Backup and Restore Services - Online
- Operator Coaching
- Software Subscription Service - Desigo CC

Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

Building Services – Automation

Services that deliver the outcomes you want to achieve

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

BMS Health

Software Subscription Service – Desigo CC

Siemens will provide you with software upgrades to your existing Siemens Desigo CC software as they are released. These upgrades include both Service Releases and all New Version Releases of Software, up to the Frequency shown in the Equipment Related Services table. Siemens will also provide corresponding support documentation outlining the features of the releases. Included is training to help to familiarize you with the new features along with their associated benefits. These updates will act to deliver the benefits of Siemens' commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Equipment Related Services. (Upgrades to PC's and related workstation hardware are excluded unless expressly included in this Agreement.)

Additional Services

Control Loop Tuning

Control loops drift out of calibration with changes in mechanical efficiency, building use, and climatic conditions. Through this service Siemens will ensure control loops for devices such as valves, dampers, actuators, etc., experience minimized overshooting and oscillatory behavior. The control loops to be included as part of this service are itemized in the List of Equipment Related Services in this service agreement.

Operator Coaching

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. Siemens will assist your operators in identifying, verifying and resolving problems found in executing tasks. During the coaching sessions, we can address log book issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. This will promote better utilization of systems and applications implemented in your facility. Under this agreement we shall provide coaching, which will be conducted on normal business days and hours, during scheduled visits.

Emergency Response Times – Automation

Emergency Online/Phone Response

Standard

Monday through Sunday, 24 Hours per Day, System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond by the next business day, 24 hours per day, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Standard

Monday through Sunday, 24 hours per day, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within the next business day, Monday through Sunday, 24 hours per day, for emergency conditions, as determined by your staff and Siemens. Response on Holidays is excluded from this coverage. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Connectivity and Communications

Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

Service Agreement Contract Characteristics

Description	AUTOMATION
Hours of Coverage	24 x 7
Response Times (Phone/Online)	Next Business Day
Response Times (Onsite/Emergency)	Next Business Day
Remote Services	Yes
Third Party Systems	No
Monitoring	No
Additional Labor Discount	%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement. Labor discounts are shown in the table above. Material discounts, when applicable, are as follows:

- Automation: 60% discount off list price as identified in the most recent Apogee Price List
- Material discounts do not apply to 3rd party or non-Siemens manufactured components.

General Services

Automation

Service Description	Qty	Frequency	Year
Control Loop Tuning	10	1	1
Data Backup and Restore Services - Online	1	1	1
Operator Coaching	1	1	1
Software Subscription Service - Desigo CC	1	1	1

Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

Your Assigned Team of Service Professionals will include:

Sales Executive manages the overall strategic service plan based upon your current and future service requirements.

Remote Service Specialist is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

Client Service Manager is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Primary Service Specialist is responsible for performing the ongoing service of your system.

Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Secondary Service Specialist who will be familiarized with your building systems to provide in-depth backup coverage.

Service Administrator is responsible for all service invoicing including both service agreement and service projects.

Terms and Conditions

Terms and Conditions (Click to download)

[Terms & Conditions](#)
(www.siemens.com/standard-terms-service)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

To the extent applicable, the following Rider(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

Riders (Click on rider below to download)

[SI Online Backup and Data Protection](#)
(www.siemens.com/rider-data-backup)

[SI Software License Warranty](#)
(www.siemens.com/rider-software-license)

[SI Exclusions and Clarifications](#)
(www.siemens.com/rider-clarification)

Agreement Terms for Investments

Services shall be provided at:

308 NE 2ND ST
PRINEVILLE, OR 97754-1912

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 1 Periods beginning September 1, 2023. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 8% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Sep 1,2023 - Aug 31,2024	Annually (In Advance)	\$35,748.00
Investment Total			\$35,748.00

*Amount Due In Advance Based On Billing Frequency

Applicable sales taxes, if included in the investment amount, are estimated only and will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.

Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Sep 1,2023 - Aug 31,2024	Annually (In Advance)	\$35,748.00

Proposed by:

Siemens Industry, Inc.

Company

Corey Jones

Name

8191307

Proposal #

\$35,748.00

Proposal Amount

August 23, 2023

Date

Accepted by:

CROOK COUNTY SHERIFF'S OFFICE

Company

Name (Printed)

Signature

Title

Date

Purchase Order # PO for billing only PO not required

Siemens Service Portfolio

Advisory and Performance Services



Manage System Operation & Compliance

Services that keep systems performing at their best, as designed and intended to operate, help you achieve:

- Optimized comfort, safety, and security
- Fulfilled regulatory requirements
- Greater transparency into critical systems
- Reduced operating risk

Facility Assessment & Planning
In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program

Test & Inspection
Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks

Preventive Services
Services performed on a regular schedule or based on data analytics to verify and improve system state

Documentation Management
Management of critical building system and compliance information, with organization and access determined by your needs

Corrective Services
Immediate response to system failures or faults to restore functionality and integrity to desired state



Optimize Performance & Productivity

Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:

- Enhanced system performance
- Streamlined operational processes
- Improved decision-making through data analytics

Optimization Planning
Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies

Predictive Services
Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken

System Improvements & Integration
Enhancements or additions to your current system to increase staff productivity, system performance, and operational/energy efficiencies

Training & Operational Support
Training, coaching, and on-site support to increase staff productivity and knowledge

Managed Services
On-site and/or remote resources monitor system events and alarms, and take appropriate action



Protect Lifecycle Investment

Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:

- Extended system life
- Maximized return on investment
- Realized benefits of new technology

Technology Planning
Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments

System Updates / Upgrades
Software upgrades and firmware updates are provided, delivering the most current technology and functionality

System Migration / Modernization
Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels

Retrofits & Extensions
Modifications are made to existing systems to accommodate changes to your facility usage and footprint

New Installation Services
Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance



Enhance Energy Management & Sustainability

Increase the value and competitiveness of buildings and infrastructure by delivering solutions that:

- Conserve energy
- Maximize efficiency
- Minimize operating costs
- Reduce environmental impact

Energy & Sustainability Master Planning
Strategy and planning services provide a detailed master plan to provide budget transparency, enable improved performance and sustainability, reduce energy consumption, and minimize operational costs

Energy Conservation
Implementing energy conservation strategies reduces total carbon emissions through efficiency measures and minimizes energy spend by optimizing consumption

Energy Production & Storage
Using innovative design and simulation tools, energy production and storage solutions improve energy efficiency, energy availability, security of supply, and carbon reduction

Energy Procurement
With advanced procurement technologies and beneficial contract terms, these tailored procurement and supply services reduce costs, reduce risks, and create certainty

Digital Services