



CROOK COUNTY COURT AGENDA

Wednesday, January 17, 2024 at 9:00 am

Crook County Annex I 320 NE Court St. I Prineville OR

Members of the public and media are welcome to attend in person or via Zoom: 1-253-215-8782;

Meeting ID: 981 7361 2010; Passcode: 033745

PUBLIC COMMENT

CONSENT AGENDA

(Consent agenda items are routine matters - e.g. minutes, appropriations orders, contracts, agreements, completion of previously discussed matters and decisions requiring Court ratification which are not expected to generate discussion. Any member of the Court may request removal of an item for separate discussion or vote. All remaining items are approved in a single motion.)

- 1. Approve Minutes**
- 2. Order 2024-03 - Policy Adoption - Suspicious Packages on County Property, Employee Protocol**
- 3. Order 2024-08 In the matter of the appointment to the Hahlen Special Road District**
- 4. 10th Amendment to Community Mental Health Funding Agreement, regarding funding change**
- 5. Transfer of Ownership / Bill of Sale**
- 6. Draft Budget Calendar**
- 7. Review Amendment 6 to Public Safety Answer Point mapping agreement with City of Prineville**
- 8. Crook County Mental Health Promotion & Prevention subcontract with Deschutes County Amendment 3**
- 9. Landfill Solid Waste Management Plan Consultant Contract**
- 10. Recognition of Previous Experience for Accrued Leave Purposes**
- 11. Crook County letter to DEQ regarding elevated levels of manganese in local groundwater**

DISCUSSION

- 12. Presentation to Court regarding Ballot Measure 110 reforms**

Requester: Kari Hathorn / John Gautney

District Attorney / Sheriff

13. Approval and signature for DBE (Disadvantaged Business Enterprise) program and goal development

Requester: Kelly Coffelt
Airport Manager

14. Agreement with US Geological Survey for study of mineral and isotope inflows into the Crooked River

Requester: Eric Blaine
County Counsel

15. Chemical supplies order for weed management

Requester: Thomas Laird
Weed Master

16. Order 2024-02 - RFP Evaluation Committee Policy

Requester: John Eisler
Assistant County Counsel

17. Amend Carlson Testing, special inspection services contract at Justice Center

Requester: Nick Lilly
Capital Projects / Facilities Manager

18. Approve Auditor Management Representation Letter

Requester: Christina Haron
Finance Director

ADMINISTRATOR REPORT

COURT MEMBER UPDATES

EXECUTIVE SESSION

19. **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.**
20. **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 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 files 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 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.

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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 01/16/2024 at 2:52 PM

**CROOK COUNTY COURT MINUTES
OF JULY 5, 2023, REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on July 5, 2023, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Tim Deboodt; Assistant Finance Director Christina Haron; HR Director Kim Barber; Kelly Coffelt; Mike Ervin; Steve Waring; Clerk Cheryl Seely; Jeff Hurd; Director Will Van Vactor; Andy Parks; Matt Smith; Assessor Jon Soliz; Sheriff Gautney; Sarah Beeler; Health and Human Services Director Katie Plumb; Jerry Jones; Darlene Henderson; Julie Rohaly; Andrea Weaver; Mike Tracy; David Call and members of the public.

REGULAR SESSION

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

Public Comment: None

Additions/Removals: None

Consent Agenda:

1. Approve Minutes.
2. Approve Agreement Between COIC and Crook, Deschutes and Jefferson Counties re Emergency Transportation Services.
3. Approve Extension #2 to Agreement for On-Call Consulting Services with Ann Beier.
4. Renew/Update/Sign cartography contract with Department of Revenue for mapping services for Assessor's Office.
5. Mental Health Promotion Grant Amendment.
6. Contract Renewal with Oregon Department of Human Services 180151-0.
7. OHSU Grant Award Offer – Supporting Cancer Fighters, Survivors, and Grievors Through Art.

8. 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement.
9. Preventative Maintenance Agreement for Public Safety Facility.
10. Update on Title III Fund expenditure request after public comment period.
11. Fiscal Year 2023 Audit Engagement Letter from Pauly Rogers and Co.
12. Airport hangar transaction: termination of one lease and execution of another.
13. New lease for Vector District storage on Fairgrounds.
14. Amendment #8 to Professional Services Agreement for GIS and Other IT Services w/ City.

MOTION to approve the Consent Agenda as presented. Motion seconded. No discussion. Motion carried 2-0.

Discussion item #15: Proclamation recognizing July as Parks and Recreation Month in Crook County, Oregon:

Requester: Steve Waring, Crook County Parks & Recreation Executive Director

Details: Commissioner Brummer read the proclamation recognizing July as Parks and Recreation Month in Crook County, Oregon.

MOTION to approve the designation of July as the Parks and Recreation Month in Crook County, Oregon. Motion seconded. No further discussion. Motion carried 2-0.

Discussion item #16: Update the Court on how immediate response will be requested for structurally unprotected lands in Crook County:

Requester: Matt Smith, Fire Chief, Crook County Fire and Rescue.

Details: The court signed a delegation of authority in 2022 to allow for the Fire Chief of CCFR to request resources through the State Fire Marshal Office on behalf of Crook County. This was to streamline the requests to set up resources as quickly as possible if ever needed.

Discussion item #17: Cooperative Service Agreement and Work Service Plan between Crook County and APHIS-WS (United States Department of Agriculture Animal and Plant Health Inspection Services Wildlife Services):

Requester: Jeff Hurd

Details: Crook County Landfill has the requirement in accordance with their operating permit to control wildlife at the landfill, more specifically control of birds. APHIS-WS can provide the service needed for the landfill at a price not to exceed \$10,000 in the upcoming fiscal year.

MOTION to approve the agreement with the United States Department of Agriculture APHIS Program. Motion seconded. No discussion. Motion carried 2-0.

Discussion item #18: Approval of Airport land lease to Mark Stafford:

Requester: Kelly Coffelt, Airport Manager

Details: Mark Stafford has requested to lease airport land to build a 100 x 80 aircraft storage building. Mr. Stafford has paid \$30,000 to the airport for infrastructure improvements and will pay the airport an annual lease fee for the land equaling \$5,250. The lease will escalate based on CPI.

MOTION to approve the airport hangar lease with Mark Stafford. Motion seconded. No discussion. Motion carried 2-0.

Discussion item #19: PUBLIC HEARING: RMG Destinations Comp Plan & Text Amendment Hearing:

Requester: Will Van Vactor, Community Development Director

Details: Community Development Director Will Van Vactor provided the Court a script and read the script into the record. These are required statements to make before opening the public hearing.

There was no one in-person or online to testify for the public hearing.

MOTION to read Ordinance 340 by title only. Motion seconded. No discussion. Motion carried 2-0.

Commissioner Brummer read Ordinance 340 by title only, an ordinance amending section 18.116.040 of the Crook County Code, and the Crook County Comprehensive Plan, both regarding destination resort overnight lodging units, and declaring an emergency.

Public hearing opened.

Jerry Jones, representing RMG, testified in favor via Zoom. Mr. Jones stated that he appreciates the staff's work on this matter and recognizes the commission as being very helpful and updating the county law to be consistent with state law.

No one in opposition, no one neutral.

Public hearing closed.

MOTION to approve Ordinance 340. Motion seconded. No discussion. Motion carried 2-0.

Administrator Report: None

Court Member Updates:

Commissioner Brummer reported that he's been working with the Fairgrounds on a few

projects. Last week, Commissioner Brummer went down to Salem for an Oregon Transportation Commission meeting. Parties involved were all in agreement that counties need to get the ecard figured out, charging stations, funding, tax structure, etc.

At 9:35 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection; ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

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

MOTION to direct staff to correspond with the counter party as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 2-0.

There being no further business before the Court, the meeting was **adjourned at 10:35 a.m.**

Respectfully submitted,

Sarah Puerner

**CROOK COUNTY COURT MINUTES
OF JULY 26, 2023, WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on July 26, 2023, 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 and Commissioner Brian Barney

Absentees: Commissioner Jerry Brummer

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Director Kim Barber; Tim Deboodt; Juvenile Director Erika Frickey; Finance Director Christina Haron; Director Will Van Vactor; Building Official Randy Davis; Andy Parks; Manager Kim Herber; Bill Kuyper; Health and Human Services Director Katie Plumb; Airport Manager Kelly Coffelt; Johannah Stephens and Katrina Weitman.

WORK SESSION

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

Public Comment: None

Discussion Item #1: Crook County ODFW Sage Grouse Update:

Requester: Tim Deboodt

Details: Tim Deboodt attended the work session to provide an update regarding the ODFW Sage Grouse presentation. The presentation will be during the August 9th work session. ODFW representatives will be in-person to discuss their new draft habitat maps for Oregon, of which Eastern Crook County is an important component of that habitat.

Discussion Item #2: County support to remove Crook County from ODA Canola Special District:

Requester: Tim Deboodt

Details: Created in the early 2000's, the Central Oregon Crop Protection District was established to protect cross pollination of brassica crops. Current OSU research no longer supports County's participation and removal allows growers opportunities to expand crop choices. A letter was presented for Crook County's support of the request to remove Crook County from this Crop Protection District.

Discussion Item #3: Juvenile Crime Prevention Grant:

Requester: Erika Frickey

Details: Juvenile Director, Erika Frickey, attended the work session to discuss a juvenile crime prevention grant. This grant is used to supplement wages of prevention staff and to fund the Girls' Circle and Parenting Class. The maximum compensation payable to the county under this agreement is \$61,742.00. This compensation will offset the wages of one prevention staff. This item will be added to the consent agenda for August 2nd for final approval.

Discussion Item #4: Community Development Monthly Report:

Requester: Will Van Vactor/ Randy Davis

Details: The Building Department has seen that permit requests are down about 20-30%. Residential and Commercial have slowed down as well. Some projects are going on with Central Oregon Processing as they take over more and more of the Prineville Campus for their operations. CCO56 should be finishing up soon. Inspections are still averaging about 1,000 per month. The Planning Department numbers are slow and steady. Received 39 applications for planning in June, which are consistent with numbers from June 2022. One planning application currently is the Grand Ridge Subdivision Application. It has been accepted and is currently in its 30-day review. The Onsite Department was a tad slow in June following a busier month in May. Louis opened five cases and closed seven cases in June for Code Compliance.

Discussion Item #5: Transportation System Plan Update/Scope of Work:

Requester: Will Van Vactor

Details: Crook County staff have been developing a scope of work for updating the Transportation System Plan. The scope will include critical updates to ensure our transportation system is planned for continued growth. The proposed scope will be discussed with the County Court in advance of presenting a personal services contract for the Court's future approval. The Community Development Department has funds budgeted for the TSP update. Aiming to bring this item back to consent agenda at a Regular Session date in August.

Discussion Item #6: FAA Grant Application for Rwy 33/15 Design and Engineering:

Requester: Kelly Coffelt

Details: Airport Manager Kelly Coffelt attended the work session to discuss an FAA Grant application. Mr. Coffelt is requesting to apply for an FAA Grant for Rwy 33/15 Design and Engineering. FAA funds available are \$454,725.00 that will require 10% matching funds of \$50,525.00. Crook County has already been awarded a grant from the Oregon Department of Aviation for \$45,000 thus net match funds needed is \$5,525.00. This item will be added to a future Regular session date in September for final approval.

Discussion Item #7: Nurse Well-Being Grant Pass-through Agreement w/ Coos County:

Requester: Katie Plumb

Details: Health and Human Services Director Katie Plumb attended the work session to discuss a nurse well-being grant pass-through agreement with Coos County. Coos County has received a grant from the Oregon Center for Nursing and would like to pass through funds to Crook County. Grant funds are meant to support an organizational intervention that addresses a nurse-identified stressor. CCHD nurse home visitors have requested that funds support the implementation of streamlined patient orientation and enrollment through the purchase of tablets and updating of forms to be used digitally. \$11,996.53 has been budgeted to purchase devices and provide IT support.

Discussion Item #8: Consider immediate approval of Amendment No. 9 to Community Mental Health, Addictions Treatment, and Problem Gambling Treatment

services funding agreement No. 173132, to extend duration and increase funding to County:

Requester: Eric Blaine

Details: The County was informed back in March that OHA would extend the duration of the current funding agreement for behavioral health services by 6 months, rather than propose a new funding agreement. This was intended to allow time for negotiations between the State and counties over the terms of a successor contract. The current funding agreement, no. 173132, expired on June 30. In addition to extending the duration another 6 months, the amendment will increase funding significantly. This amendment offers \$660,553.03 in additional funding.

MOTION to approve the 9th Amendment to Mental Health Funding Agreement #173132. Motion seconded. No discussion. Motion carried 2-0.

Administrator Report:

- Tom McCall Road – have had several meetings with META and the City and looking for a three-way agreement that County Counsel would facilitate.
- District Attorney Kari Hathorn was able to recruit and fill a position for a Deputy DA II. Kari will continue to recruit for an additional DA I or DA II.
- Code Compliance issues related to fire citation. This type of citation involves a \$50 fine but will cost the County \$5,000+ to fully prosecute the issue.
- Finance and IT – moving forward with contracts with CFO, Accountant Position (Finance), and Data Analyst position (IT). Have interviewed several candidates.

Court Member Updates:

None

At 10:01 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

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

MOTION to direct staff to proceed as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 2-0.

There being no further business before the Court, the meeting was **adjourned at 10:17 a.m.**

Respectfully submitted,

Sarah Puerner

**CROOK COUNTY COURT MINUTES
OF AUGUST 2, 2023, REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on August 2, 2023, 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 Zoom: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Finance Director Christina Haron; Budget Analyst Jamie Berger; Director Will Van Vactor; Director Kim Barber; Library Director Sarah Beeler; Jeff Hurd; Kim Herber; Katie McDonald; Andy Parks; Tim Deboodt; Casey Daly; Cheryl Seely; Kari Hathorn; Wanda Smith; Levi Roberts; Mike Warren; Sydney Chandler; Joseph Merrill; Anna Contreras; Rhonda Ahern; Jeff Rola and members of the public.

REGULAR SESSION

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

Public Comment: None

Additions/Removals: Consent Agenda #6: “Approve execution of a personal services agreement with Parametrix to complete the TSP update” to be removed from the consent agenda and will be brought back to Court for consideration at a future meeting.

Consent Agenda:

1. Approve Minutes
2. Juvenile Crime Prevention Grant
3. Ground Lease and Bill of Sale for the Extension Office and Clover Building
4. Oregon Paid Leave impact on accruals utilization – potential policy
5. Contracts for Contract Senior Accountant and Data Analyst Services with NOW CFO
6. Approve execution of a personal services agreement with Parametrix to complete the TSP update

MOTION to approve the Consent Agenda with exception of item #6 to be removed. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #7: Request to waive or reduce the 20% gross sales of alcohol and facility rentals of Crook County Fairgrounds for Hospice Christmas Auction event on December 3rd:

Requester: Anna Contreras, St. Charles Health System

Details: Anna Contreras with the St. Charles Health System attended the Regular session to request a waive or reduction in the 20% gross sales of alcohol and the facility rentals of Crook County Fairgrounds for the Hospice Christmas Auction event on December 3, 2023. Ms. Contreras is requesting a waive of the rental fee of \$2,170 and possibly up to \$5,000 or more in alcohol sales. County Court decided not to waive any of the alcohol sales.

MOTION to waive the rental fees for the Fairgrounds for \$2,170 for the Hospice Auction Event. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #8: Four road crossing in existing road crossing in Millican OHV area approval:

Requester: Joseph Merrill – King of the Kastle

Details: Joseph Merrill with King of the Kastle attended the Regular Session to discuss a four road crossing in existing road crossing in Millican OHV area approval. This is a semi-annual event in the OHV riding area. The road crossing for the four road is on Reservoir Road and George Millican Road. Traffic control plan is fine. There was one complaint last year about not stopping at stop signs, that issue has been addressed for this year.

MOTION to approve the four road crossings as depicted in the agenda packet presented today August 2, 2023. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #9: Consider request by NeighborImpact for \$5,000 funding to eliminate food insecurity in Central Oregon program:

Requester: Jeff Rola, NeighborImpact

Details: Jeff Rola, Development Program Manager for NeighborImpact attended the Regular session to request funding from Crook County to support its on-going effort to eliminate food insecurity in Central Oregon. This request is being made to all counties in the area to help eliminate food insecurity.

MOTION to allocate \$5,000 to NeighborImpact out of lottery proceeds. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #10: County support to remove Crook County from ODA Canola Special District:

Requester: Tim Deboodt, representing Crook/Wheeler Farm Bureau

Details: Tim Deboodt attended the Regular session to discuss the County's support to remove Crook County from the ODA Canola Special District. This is ODA's crop protection district for the three counties and eliminates grower opportunities to produce canola. Cross-contamination is not an issue and the opportunity to grow canola provides another crop for our farmers in Crook County. Commissioner Barney has a conflict and has recused himself.

MOTION to support to remove Crook County from the ODA Canola Special District. Motion seconded. No discussion. Motion carried 2-0.

Discussion item #11: Second public hearing, application for social gathering, Lazarus Naturals, August 17-19, 2023:

Requester: Eric Blaine / Katie McDonald

Details: This will be the first public hearing for social gatherings for Lazarus Naturals. There was a previous issue with noticing neighbors and the general public so this will be the official first reading. Legal and Community Development have not received any additional public testimony regarding Lazarus Naturals.

A public hearing was opened.

Rhonda Ahern with Lazarus Naturals wanted to clear up a few things in the proposed permit. There were issues previously with listing the correct dates and this permit shows the PBR Challenge listed as well, these are two completely different events. Question regarding the time limit until 10 pm, as they initially requested until midnight for their event. Permit shows they are required to supply 22 restrooms and that seems excessive for the number of overall attendees for the event.

MOTION that County Court make a finding that the threshold for the issuance of a social gathering permit under the County's code has not been met. Motion seconded. Commissioner Brummer asked how do we know these numbers for attendees are correct for future events? No further discussion. Motion carried 3-0.

Public hearing closed.

Discussion item #12: Second public hearing, application for social gathering, PBR Challenge Series, O'Neil Arena, August 17-18, 2023:

Requester: Eric Blaine / Katie McDonald

Details: This is the second public hearing for a social gathering application for the PBR Challenge Series at O'Neil Arena for August 17-18, 2023. Legal and Community Development have not received any additional written comments but did receive some phone calls.

A public hearing was opened. With no public comment, the public hearing was closed.

MOTION to approve the draft permit for the PBR Challenge Series as provided in the agenda packet, to authorize Judge Crawford to sign on behalf of the county, and to authorize staff to fill in any blanks or make any edits to conform to the discussion today. Motion seconded. No discussion. Motion carried 3-0.

Administrator Report: None

Court Member Updates: None

At 9:48 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

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

MOTION to direct staff and county representatives to correspond with counter parties as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:38 a.m.**

Respectfully submitted,

Sarah Puerner

AGENDA ITEM REQUEST



Date:

December 27th, 2023

Meeting date desired:

Wednesday, January 10th, 2024 County Court Work Session

Subject:

Policy Adoption – Suspicious Packages on County Property, Employee Protocol

Background and policy implications:

Recently our Clerk has shared some occurrences from other municipalities where suspicious packages have arrived with emphasis on potential election interference. The safety committee finds it necessary to provide a procedure to assist County employees in proper protocol for handling this type of situation. These potential occurrences are not specific to the mail, however, often arrive in the form of postal deliveries. The attached has been prepared by our emergency response team in collaboration with the safety committee for County Court review, approval and adoption as an addition to the current policies.

Budget/fiscal impacts:

NA

Requested by:

Nick Lilly, Capital Projects and Facilities Manager, Safety Committee Chair

nick.lilly@crookcountyor.gov

541-416-3811

Presenters:

Nick Lilly

Legal review (only if requested):

Completed December 26, 2023

Elected official sponsor (if applicable):

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

IN THE MATTER OF ADOPTING)
A POLICY REGARDING HOW)
TO HANDLE SUSPICIOUS) ORDER NO. 2024-03
PACKAGES AT COUNTY)
FACILITIES)

WHEREAS, from time to time the County will receive or locate packages, such as delivered boxes, bags or backpacks, or similar enclosed items, which are for one reason or another unusual, worrisome, or suspicious; and

WHEREAS, other public entities have been subjected to dangerous circumstances through suspicious packages, which have caused injury or interfered with the conduct of the public's business; and

WHEREAS, to assist County personnel to help avoid such dangers, and to create a framework to assist County personnel with knowing what to do if a suspicious package is found, the County wishes to adopt the attached policy.

NOW, THEREFORE, the Crook County Court adopts the recitals above as its Findings of Fact, and ORDERS and DIRECTS, based upon the above recitals, that:

Section One: The document entitled "Suspicious Package Policy for Crook County Employees," attached hereto and made a part hereof, is adopted for immediate implementation.

Section Two: County staff are directed to implement the Suspicious Package Policy for Crook County Employee, and to make the same known to all County personnel.

DATED this _____ day of _____, 2024.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Susan Hermreck

Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Susan Hermreck	___	___	___	___
Brian Barney	___	___	___	___



Suspicious Package Policy for Crook County Employees

Suspicious packages may include more than merely items that are sent in the mail, but may also be items that are randomly left by a client, dropped off by an unknown individual, or any other item that does not appear to have been placed in the correct location. Suspicious packages can include backpacks left at places where normally they would not be left, or unfamiliar boxes or other containers with no markings. Remember, **if you see something, say something**. A few ways that you can identify a suspicious package:

- If the package has no return address.
- If the package has misspelled words or is very poorly written.
- If there is an unknown powder substance on the package.
- If there is excessive postage.
- If the package seems rigid, bulky, lopsided, or uneven.
- There is a strange odor coming from the package.
- Stains, discoloration, or crystallization on the package.

Some important things to consider if you believe there may be a suspicious package in or around county buildings:

1. **Leave it alone!**
2. Inform your supervisor immediately.
3. Notify others so they do not attempt to handle the package. This might involve placing a handwritten sign near the package.
4. Call 911 if you believe there might be an immediate danger. If you are unsure whether there is an immediate danger, you can call the Sheriff's non-emergency line 541-447-6398 or the Prineville Police non-emergency line 541-447-4168. It is important that Dispatch has information about the appearance, location, and distinguishing features of the suspicious package reported into their system. If there are any locked doors or other impediments for law enforcement, inform Dispatch to the best of your knowledge. The responding agency (city police or county sheriff's department) will determine what to do with the package from there.

Follow the instructions provided to you, and if you have questions about what to do, ask.

5. Take a photograph of the item if you can without moving or disturbing the package.
6. If you believe it is a life-safety concern, inform your coworkers that you should all evacuate the building immediately. As soon as possible, contact 911. As soon as reasonably possible thereafter, contact the Facilities Department as well.
7. If you ever see smoke coming out of a package, pull the fire alarm immediately.

Understand that this may result in closing of business for hours, or potentially days. However, evacuating the building is preferable to having anyone (coworkers, members of the public, or anyone else) injured because of a suspicious package.

If you are concerned about day-to-day package handling, please feel free to use gloves, a face mask, etc. This equipment can be provided by the Facilities Department.

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

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

ORDER 2024-08

WHEREAS, volunteers are essential to the operation of the county government; and

WHEREAS, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

NOW, THEREFORE, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Hahlen Special Road District:

Board	Appointee	Term	Oath required
Hahlen Special Road District Position #3	Terry Flores	3 Year Term Expiring: 12/31/2026	Yes

DATED this 17th day of January 2024.

Seth Crawford
County Judge

Brian Barney
County Commissioner

Susan Hermreck
County Commissioner

AGENDA ITEM REQUEST



Date:

January 5, 2024

Meeting date desired:

January 17, 2024

Subject:

10th Amendment to IGA # 173132, for community mental health, addictions treatment, and problem gambling services.

Background and policy implications:

The State apportions funds for the provision of behavioral health services to counties under massive funding agreements, which are frequently amended over their durations. The agreements describe individual services under what are called Service Elements, and many different service elements may be included in one omnibus funding agreement. BestCare Treatment Services provides the community mental health program services in Crook County.

Budget/fiscal impacts:

The attached 10th amendment would reduce funding for Service Element #17, "Non-OHP Community and Residential Assistance." The funding would be reduced by \$4,229.00.

I have conferred with Rick Treleven at BestCare, and he indicated that he does not oppose this amendment.

Requested by:

*Eric Blaine, County Counsel
Eric.Blaine@crookcountyor.gov
541-416-3919*

Presenters:

N/A – Consent Agenda

Legal review (only if requested):

Legal has reviewed the amendment.

Elected official sponsor (if applicable): *N/A*



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.

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

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

RECITALS

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

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

6. Signatures.

Crook County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

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

ATTACHMENT 1

EXHIBIT C

Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0805

CONTRACT#: 173132

CONTRACTOR: CROOK COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	CODE	CPMS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2023-2024														
		BASE		INVOICE SERVICES										
17	804			INVOIC	7/1/2023 - 12/31/2023	0 /NA	\$0.00	-\$4,229.00	\$0.00	C		1	Y	1
						TOTAL FOR SE# 17		-\$4,229.00	\$0.00					
						TOTAL FOR 2023-2024		-\$4,229.00	\$0.00					
						TOTAL FOR M0805 173132		-\$4,229.00	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 12/15/2023

Contract#: 173132
REF#: 013

REASON FOR FAAA (for information only):

Non-OHP Community and Residential Assistance (MHS 17) funds have been removed.

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

M0805 1 Special Condition #M0514-1 in Base Agreement regarding "MHS 17 - Non-OHP Community and Residential Assistance" applies

Certificate Of Completion

Envelope Id: 787361C6BC12456FA1D3FDCB8FFDD7DC	Status: Sent
Subject: 173132-10 Crook County	
Source Envelope:	
Document Pages: 4	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Larry Briggs
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Larry.O.Briggs@odhsoha.oregon.gov
	IP Address: 209.112.106.2

Record Tracking

Status: Original	Holder: Larry Briggs	Location: DocuSign
12/18/2023 5:56:51 PM	Larry.O.Briggs@odhsoha.oregon.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Oregon Health Authority - CLM	Location: DocuSign

Signer Events

Signature

Jon Collins
 jon.c.collins@oha.oregon.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Shawna McDermott
 Shawna.m.Mcdermott@oha.oregon.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Eric Blaine
 Eric.Blaine@CrookCountyOR.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 12/19/2023 4:18:56 PM
 ID: cd81912a-56b3-45ff-8847-b70c913e68bb

Sent: 12/18/2023 5:59:19 PM
 Viewed: 12/19/2023 4:18:56 PM

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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Christina Haron
christina.haron@crookcountyor.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 12/18/2023 5:59:19 PM

HSD In
HSD.Contracts@odhsoha.oregon.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Shawn Kintner
shawn.kintner@oha.oregon.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/18/2023 5:59:19 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Oregon Health Authority - CLM:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

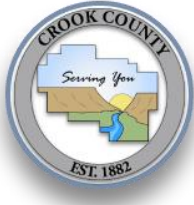
Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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):



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: Casey Daly

Date of Request: 1/22/23

Email: casey.daly@co.crook.or.us

Phone: 541-447-6575

Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? 1/10/2024 - Worksession

2. Describe the matter to be placed before the Court: Transfer of Ownership / Bill of Sale
2023 MKV Monarch Electric Tractor Acquired in 2021 Pacific Power Grant Program

3. What action are you requesting that the Court take? Approval of Transfer/Bill of Sale
Document has been reviewed and approved by Crook County Counsel Eric Blain

4. What is the cost involved with your request, if applicable? None

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

BILL OF SALE

1. For good and valuable consideration the receipt and sufficiency of which Grantor hereby acknowledges, Forth Mobility Fund, an Oregon nonprofit corporation ("Grantor"), hereby irrevocably assigns, transfers, conveys, and delivers to Crook County, a political subdivision of the State of Oregon ("Grantee"), and Grantee hereby accepts and assumes from Grantor, all of Grantor's right, title, and interest in the Monarch electric tractor model 2023 MKV with a product identification number of MONFSMKVEPXA10089 (the "Property").
2. Grantor represents that said Property is free and clear of and from all encumbrances, security interests, liens, mortgages and claims whatsoever and that Grantor is the owner of and has the right to convey the same.
3. IT IS UNDERSTOOD AND AGREED THAT GRANTEE HAS EXAMINED THE PROPERTY HEREIN CONVEYED AND THAT THIS TRANSFER IS MADE "AS IS, WHERE IS" AND GRANTOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Oregon, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Oregon.
5. Notwithstanding the date on which this Bill of Sale is signed, this Bill of Sale is effective as of December 14, 2023.

GRANTOR:

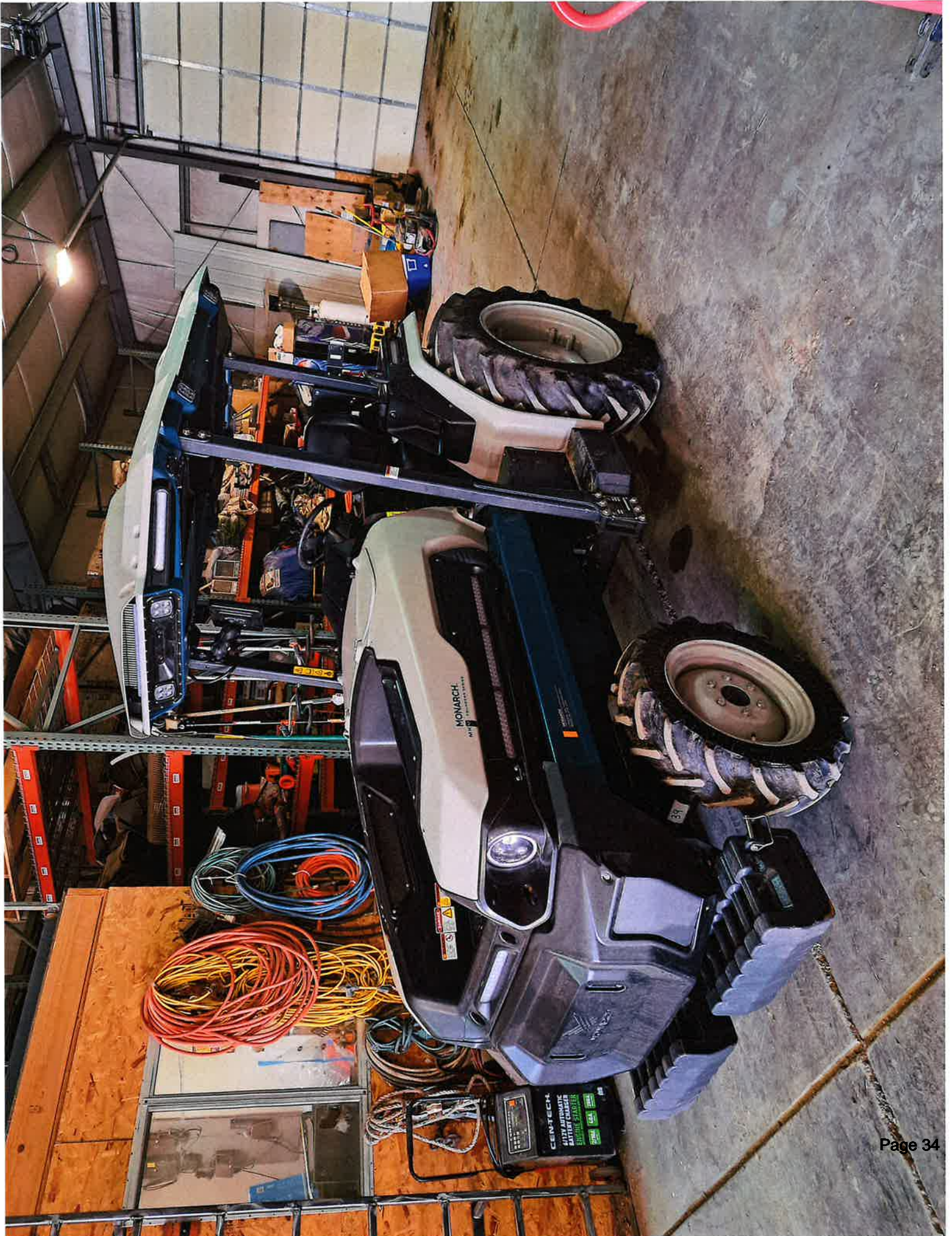
Forth Mobility Fund

By: Ellen Dully

Ellen Dully, Deputy Director

GRANTEE:

Crook County





MONARCH.

ZIMENO INC.
LIVERMORE, CA 94551

BUILT IN THE USA



MODEL
MKV

PTO POWER (HP)
40

MODEL YEAR
2023

DRAWBAR TOWING CAPACITY (LBS)
5500

FOUNDERS' SERIES
Monarch
Gary & Andrea
W&B
Co. 7, 777

3 PT HITCH LIFT CAPACITY (LBS)
@ 24" BEHIND LIFT POINT
1650

PRODUCT IDENTIFICATION NUMBER
MONESM702311389





Agenda Item Request

Date:

January 2, 2024

Meeting dates desired:

January 10, 2024, work session

Subject:

Draft Budget Calendar

Background and policy implications:

The County Court annually adopts a budget. To facilitate that process the Court adopts a budget calendar to help guide the budget development process. The attached draft presents the key elements of the budget development process, participants and dates.

Budget/fiscal impacts:

NA

Legal Review:

NA

Requested by:

Andy Parks, Contract County Administrator, Budget Officer

Presenters:

Andy Parks, Contract County Administrator, Budget Officer

Attachments

Draft Budget Calendar

Description	Parties	Dates
Appoint budget committee members, as needed	County Court	as needed
Budget kick-off at County Court meeting, approve Budget Calendar	County Court, Budget Officer	17-Jan
Distribute 12/31/2023 Financial Report	Finance Director	31-Jan
Management team budget training: preliminary revenue forecasts, review goal setting issues and budget priorities, distribute budget preparation instructions, forecast template, workforce plan, and budget doc narrative	Budget Officer, Dept Heads, Budget Analyst and senior staff	1-Feb
Review Fiscal Policies	Finance Committee - Budget Officer, Finance Director, County Commissioner, Treasurer	by 2-Feb
Desired positions, position changes provided to Budget Officer	Dept Heads	15-Feb
Complete 5-year template information request form including Capital Improvement Plan (CIP)	Dept Heads	15-Feb
Approve changes to Fiscal Policies	County Court	21-Feb
Mid-Year Dept Presentations and Governing Body Goal Setting - Review and Update Strategic Plan; Budget Committee special work session - review mid-year financials, fiscal policies, forecasts and significant budget issues, establish assumptions	County Court, Budget Officer, Dept Heads, Finance Director, Budget Analyst, Budget Committee,	week of Feb 26
Department requested budgets submitted, including budget narrative, benchmarking measure information	Dept Heads	5-Mar
Finalize position changes/approvals	Budget Officer	5-Mar
Aggregate budgets	Finance	8-Mar
Department meetings to review requested budgets with updated workforce plans, identify issues and alternatives to address	Dept Heads, Finance Director, Budget Officer, Budget Analyst	13-Mar to 22-Mar
Complete Internal Service Fund budgets	Internal Service dept heads, Budget Officer	20-Mar
Prepare 5-year financial forecasts - all major funds	Budget Analyst	week of Apr 1
Update year-end revenue and expenditure estimates; Budget Officer review and resolve items with management team	Dept Heads, Budget Officer, and Budget Analyst	15-Apr
Aggregate budget document	Budget Analyst	week of Apr 15
Provide "Notice of Budget Committee Meeting" (ORS 294.426) to Central Oregonian Newspaper	Budget Analyst	18-Apr
Distribute draft document to management team for review and edits	Budget Analyst	19-Apr
Publish "Notice of Budget Committee Meeting" (ORS 294.426) in publication (5 - 30 days before) and on website (10+ days before)	Budget Analyst	23-Apr
Management team provides edits and comments to finance	Dept Heads	25-Apr
Resolve any discrepancies	Budget Analyst and Dept Heads	25-Apr to 29-Apr
Proposed budget document complete	Budget Analyst	6-May
Budget Committee meeting(s); Budget Committee approves budget (ORS 294.428)	Budget Committee, Budget Officer, Dept Heads, Budget Analyst	week of May 13
Update budget for Budget Committee changes	Budget Analyst	20-May
Provide "Hearing Notice and Financial Summary" (ORS 294.438) to newspaper	Budget Analyst	23-May
Publish "Hearing Notice and Financial Summary" (ORS 294.438)	Budget Analyst	28-May
Public Hearing, adopt budget, make appropriations, levy taxes (ORS 294.456)	County Court	5-Jun
Adopted Budget goes into effect	County-wide	1-Jul
Adopted Budget, LB-50 submitted to County Assessor and Department of Revenue (ORS 294.558)	Budget Analyst	12-Jul
GFOA Budget Award Application Submitted	Budget Analyst	31-Aug
Adopted Budget document submitted to County Clerk	Budget Analyst	30-Sep

AGENDA ITEM REQUEST



Date:

January 9, 2024

Meeting date desired:

January 17, 2024

Subject:

6th Amendment to IGA with City for Public Safety Answer Point (PSAP)

Background and policy implications:

The County and City of Prineville have maintained a contract for many years, whereby the County GIS department provides certain mapping data and services to the City, and the City is able to extract funds from the Office of Emergency Management to reimburse the County. This 6th amendment will update the way those GIS services are funded.

Budget/fiscal impacts:

If approved, the amendment will increase the County's rate of reimbursement from \$65.00 per hour, to \$120.00 per hour. It will also state that the maximum funding due to the County will be based on the funds made available to the City of Prineville through OEM for that quarter – in years past, this funding was limited to \$9,000.00 per quarter. Currently, OEM offers a higher threshold for reimbursement, though that specific amount may fluctuate from quarter to quarter.

Requested by:

*Eric Blaine, County Counsel
Eric.blaine@crookcountyor.gov
541-416-3919*

Presenters:

N/A – Consent Agenda

Legal review (only if requested):

Legal drafted the amendment.

Elected official sponsor (if applicable): *n/a*

**AMENDMENT 6
To Intergovernmental Agreement for GIS Support**

This Amendment 6 is entered into by and between Crook County, a political subdivision of the State of Oregon, acting through its GIS/IT Department (hereinafter “County”), and the City of Prineville, a municipal corporation of the State of Oregon (hereinafter “City”); collectively, County and City may be referred to as “the Parties.”

RECITALS

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

WHEREAS, Amendment 1 to the Agreement was previously executed effective July 1, 2019 to extend the Agreement through June 30, 2020; Amendment 2 extended the duration through June 30, 2021; Amendment 3 extended the duration through June 30, 2022; and Amendment 4 extended the duration through June 30, 2023; Amendment 5 extended the duration through June 30, 2024; and

WHEREAS, and the Parties wish to continue the terms of the Agreement as modified by this Amendment 6.

AGREEMENT

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

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

Section Two: The first bullet under Section A(1) of the Agreement is deleted in its entirety, and replaced with the following: “The amount of funding provided to City from OEM is determined by OEM’s PSAP funding policy. The costs of services provided by County to City for PSAP mapping under this agreement will not exceed the funds provided by OEM to City for such PSAP mapping, as determined by that policy, and will be billed to City on a quarterly basis.”

Section Three: The rate set in Section A(2) of the Agreement is increased from the rate of Sixty Five and no/100 Dollars (\$65.00) per hour, to One Hundred Twenty and no/100 Dollars (\$120.00) per hour.

Section Four: Except as amended by this Amendment 6, and previous Amendments 1 through 5, all other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, City and County have executed this Amendment 6 effective on December _____, 2023.

CITY OF PRINEVILLE

CROOK COUNTY

Signature

Signature

Print Name & Title

Print Name & Title

Date

Date

AGENDA ITEM REQUEST



Date:

1/9/2024

Meeting date desired:

1/17/2024

Subject:

Crook County Mental Health Promotion & Prevention subcontract with Deschutes County Amendment 3

Background and policy implications:

Deschutes County receives this funding from OHA on behalf of Central Oregon and passes through to Crook and Jefferson.

Budget/fiscal impacts:

Total award: \$112,400 January 2022 through June 2024. Amendment 3 adds 6 months of funding to the contract, which has historically been initiated and reviewed on the calendar year. We will be transitioning to a budget and contract that operates on the fiscal year beginning July 2024.

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):

/



REVIEWED
KR
KR
 LEGAL COUNSEL

**DESCHUTES COUNTY SERVICES AMENDMENT #3
 DOCUMENT NO. 2023-1058
 AMENDING DESCHUTES COUNTY GRANT NO. 2022-107, 2023-005 AND 2023-536**

THAT CERTAIN AGREEMENT, Deschutes County Grant No. 2022-107 dated January 1, 2022, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through its Health Services Department, Public Health Division (“County”) and Crook County (“Contractor”), and Amendment #1 to the Contract, Document No. 2023-005 dated February 15, 2023, and Amendment #2 to the Contract, Document No. 2023-536 dated July 5, 2023, are amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the grant remain the same and in full force.

County’s performance hereunder is conditioned upon Contractor’s compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Grant are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed Grant is amended as follows (new language is indicated by **bold** font and deleted language is indicated by ~~strikeout~~ font):

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

1. Effective Date and Termination Date. The effective date of this Agreement shall be January 1, 2022. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate ~~when County accepts Contractor's completed performance or on December 31, 2023~~ **June 30, 2024** ~~December 31, 2022 June 30, 2023, whichever date occurs last.~~ Agreement termination shall not extinguish or prejudice County’s right to enforce this Agreement with respect to any default by Contractor that has not been cured. This Agreement may be renewed or extended only upon written agreement of the Parties.
2. Standard Terms and Conditions, Section 3: FEE FOR SERVICES: Contractor’s fee for services identified above shall be as indicated below following the checked boxes:
 - A retainer amount of \$ _____ payable at the time this Authorization is executed. This retainer amount shall apply to the fees due under this Agreement at the completion of the services provided by Contractor.
 - A fixed fee of \$ _____.
 - A fee amount based on the attached Budget – Attachment B. Maximum consideration shall not exceed \$44,444 ~~\$67,096 \$89,748~~ **\$112,400** for the Agreement term. County shall pay Contractor in ~~four (4) six (6)~~ quarterly installments within thirty (30) days’ receipt and approval of Contractor’s invoice. Quarterly invoicing shall be based on the terms January to December 2022 and January to ~~June~~ **December 2023 and January 1, 2024 through June 30, 2024.**
3. Exhibit B, Paragraph 6. Consideration. Maximum consideration shall not exceed \$44,444 ~~\$67,096 \$89,748~~ **\$112,400** for the Agreement term. **Funding for the term January 1, 2024 through June 30, 2024 shall not exceed \$22,652.** County shall pay the Contractor in ~~four (4) six (6)~~ quarterly installments within thirty (30) days’ receipt and approval of Contractor’s invoice. Quarterly invoicing shall be based on the calendar year. Contractor shall report expenses applied against funds paid in accordance to the following:
4. Exhibit B, Paragraph 6, D. Budget. The budget is updated to reflect the change in the maximum consideration and funding for the period ~~July 1, 2023 through December 31, 2023~~ **January 1, 2022 through June 30, 2024.**

D. Budget. **Budget for the term January 1, 2024 through June 30, 2024.**

Budget Item/Detail	Budget Amount
Personnel (Salary, Benefits, etc.) Prevention Coordinator Salary, Benefits- 0.4 FTE for MHPP Coordinator	\$17,794
Programs, Trainings, Office and Computer Supplies SES support for 3 elementary schools, 3 k-8 schools, 1 middle school, and 1 high school	\$2,593
Administrative Costs/ Indirect Rate	\$2,265
Contracts/Consultants Please list level of FTE and specific scope of work.	\$0
Total Other	\$ 0
Total Budget Amount	\$22,652

DESCHUTES COUNTY SERVICES AMENDMENT #3
DOCUMENT NO. 2023-1058
AMENDING DESCHUTES COUNTY GRANT NO. 2022-107, 2023-005 AND 2023-536

SIGNATURE PAGE

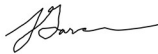
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

Signature: _____

Email: _____

Title: _____

Date: _____

Signature: 

Email: janice.garceau@deschutes.org

Title: Director

Company: Deschutes County Health Services

AGENDA ITEM REQUEST



Date:

January 10, 2024

Meeting date desired:

January 17, 2024

Subject:

Landfill Solid Waste Management Plan Consultant Contract

Background and policy implications:

This agreement contracts J.R. Miller & Associates, Inc. to update the Crook County Landfill's Solid Waste Management Plan.

Budget/fiscal impacts:

The not-to-exceed amount is \$119,617.00.

Requested by:

*John Eisler; Asst. County Counsel
John.eisler@crookcountyor.gov
541-416-3919*

Presenters:

N/A – Consent Agenda

Legal review (only if requested):

Legal drafted.

Elected official sponsor (if applicable):

N/A

PROFESSIONAL SERVICES CONTRACT

CONSULTANT: J.R. Miller & Associates, Inc. DATE: January 3, 2024

ADDRESS: 319 SW Washington Street, Suite 607, Portland, OR 97204
Street Address City State Zip

PHONE NUMBER: 971-395-0583 EMAIL: willelder@jrma.com

This Professional Services Contract (Agreement) by and between J.R. Miller & Associates, Inc. (“Consultant” or “Contractor”) and Crook County, a political subdivision of the State of Oregon (County), effective the date written above (the “Effective Date”), authorizes Consultant to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. PROJECT: The services as described on Exhibit D to this Agreement are to be provided by Consultant in connection with a Project identified as follows: Crook County Solid Waste Management Plan Update.
2. DURATION: This Agreement shall run from the Effective Date through January 31, 2025, unless terminated or extended according to the provisions of this Agreement.
3. SCOPE OF SERVICES: Consultant will perform the services as described on Exhibit D attached hereto.
4. FEE FOR SERVICES: Consultant’s fee for the services identified on Exhibit D to this Agreement shall be pursuant to the Fee Schedule of Exhibit E for a total fee not to exceed: One Hundred Nineteen Thousand Six Hundred Seventeen and no/100 Dollars (\$119,617.00).
5. EXTRA SERVICES: Consultant may also perform Extra Services (services not specified in the Scope of Services), provided Consultant and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. EXHIBITS: The County’s Solid Waste Management Plan RFP, dated September 20, 2023, as amended, and Consultant’s Proposal to the RFP are both incorporated herein, as well as the following documents which are attached to this Agreement are incorporated herein and by this reference all are made part hereof:

- Exhibit A: Required Terms for All Public Contracts
- Exhibit B: Independent Contractor Status
- Exhibit C: Protected Information
- Exhibit D: Scope of Services
- Exhibit E: Fee Schedule

7. TAX DUTIES AND LIABILITIES: Consultant shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Consultant.

8. SUBMITTAL OF W-9 BEFORE PAYMENT: Consultant must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Consultant will not be paid until a fully completed W-9 form is submitted.
9. REIMBURSEMENT OF EXPENSES: Consultant shall not be entitled to reimbursement by County for any expenses incurred by Consultant unless otherwise agreed in writing.
10. PAYMENT BY COUNTY: Unless otherwise agreed to within this Agreement, County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
11. INDEMNIFICATION AND HOLD HARMLESS: The Consultant shall assume all responsibilities for the work and bear all losses and damages directly or indirectly resulting to the Consultant, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Consultant shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Agreement, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Consultant or any subcontractor under the Agreement or any way arising out of the Agreement, irrespective of whether any act, omission or conduct of the County connected with the Agreement is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Consultant or subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Consultant shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Consultant's obligations in this paragraph.
12. CONTRACTOR STATUS: Consultant certifies it is a "Contractor" under ORS 670.600 and relevant law as it pertains to this contract and as further described in incorporated Exhibit B.
13. CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS: Consultant shall fully comply with Oregon laws for public contracts, as more fully set forth in the Exhibits.
14. TERMINATION:
 - 14.1. Either party may terminate this Agreement after giving ten (10) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the ten (10) day period after notice of intent to terminate without cause has been given;
 - 14.2. With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
 - 14.3. Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year. In the event that funds are

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

15. INSURANCE:

- 15.1. GENERAL INSURANCE: Consultant shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a “per project” Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this Agreement, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Consultant or the fault of Consultant’s agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Consultant understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County’s financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Consultant agrees that the limits regarding liability insurance set forth in this section 15.1 will be modified to conform to such limits. Consultant and County shall sign an amendment to this Agreement incorporating such modification.
- 15.2. WORKERS’ COMPENSATION: Consultant shall provide and maintain workers’ compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers’ compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Consultant is exempt from coverage, a written statement signed by Consultant so stating the reason for exemption shall be provided to the County.
- 15.3. EVIDENCE OF INSURANCE COVERAGE: Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.
 - 15.3.1. NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE: The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Consultant shall provide written notice to County within 2 calendar days after Consultant becomes aware that its coverage has been canceled or has been materially changed. Regardless of what circumstances caused Consultant’s insurance coverage to cease or be modified, it is Consultant’s responsibility to notify County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.
- 15.4. EQUIPMENT AND MATERIAL: Consultant shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 15.5. SUBCONTRACTOR: The Consultant shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers’

compensation insurance with coverage's equivalent to those required of the general contractor in this Agreement. Consultant shall require certificates of insurance from all subcontractors as evidence of coverage.

- 15.6. EXCEPTION OR WAIVERS: Any exception or waiver of these requirements shall be subject to review and approval from the County.

16. GENERAL PROVISIONS:

- 16.1. ENTIRE AGREEMENT: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives
- 16.2. AMENDMENTS: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 16.3. ASSIGNMENT/SUBCONTRACT: Consultant shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of County. No such written approval shall relieve Consultant of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Consultant. Consultant shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 16.4. SUB-AGREEMENTS: If this project is funded in whole or in part with grant funds received by County, Consultant, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
- 16.5. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 16.6. AUTHORIZED SIGNATURES REQUIRED: Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
- 16.7. NO ENCUMBRANCES: Any property delivered or granted to County under this Agreement, and Consultant's Services rendered in the performance of Consultant's obligations under this Agreement, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
- 16.8. NO AUTHORITY TO BIND CROOK COUNTY: Consultant has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.

- 16.9. HOW NOTICES SHALL BE GIVEN: Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 NE 3rd Street, Prineville, OR 97754, attention "Legal Department."
- 16.10. GOVERNING LAW AND VENUE: Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 16.11. SEVERABILITY: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 16.12. ACCESS TO RECORDS: County and its duly authorized representatives shall have access to books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 16.13. CONFIDENTIALITY: During the course of performance of work under this Agreement, Consultant may receive information regarding organizations and County's business practices, employees, clients, etc. Consultant agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure
- 16.14. FEDERAL EMPLOYMENT STATUS: In the event payment made pursuant to this Agreement is to be charged against federal funds, Consultant hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Consultant's normal charge for the type of services provided.
- 16.15. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS: Consultant shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Consultant.
- 16.16. FORCE MAJEURE: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 16.17. RIGHTS IN DATA: All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Consultant personnel can be used by either party in any way it may deem appropriate. Material already in Consultant's possession, independently developed by Consultant, outside the scope of this Agreement, or rightfully obtained by Consultant from third parties, shall belong to Consultant. This Agreement shall not preclude Consultant from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Consultant shall not, however, use any written

materials development under this Agreement in developing materials for others, except as provided in this section.

16.18. ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT: In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Consultant shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney’s fees in connection with such claim or suit.

16.19. EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES: Consultant will provide all equipment, tools, materials or supplies necessary to fulfill Consultant’s obligations under the terms of this Agreement.

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

16.21. WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party’s right to thereafter enforce each and every provision of the Agreement.

16.22. TAX CREDITS: Should Consultant become entitled to tax credits or tax deductions directly attributable to the costs of energy-efficiency attributes included in the project, such as those provided for in IRS Notice 2008-40, Consultant and County agree to share equally in any net tax benefit received by Consultant. For the purposes of this provision: (a) “net tax benefit” means the reasonable estimate of the net reduction in Consultant’s tax liability for the current period, including any tax benefit, reduced by Consultant’s reasonable costs for applying for and calculating the benefit, and (b) “reduction in Consultant’s tax liability” means a reduction in the amounts due or to become due for federal and state income taxes of Consultant, Consultant’s subcontractors, its partners, members, and shareholders.

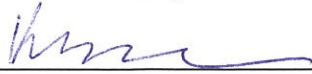
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16.23. COUNTERPARTS: This Professional Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic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

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

For Consultant

J.R. Miller & Associates, Inc.

By: 
Signature

Krystal S.Y. Li
Printed Name

Title: Regional Manager CPNWJ

Date: 12/21/2023

For Crook County

CROOK COUNTY COURT

Seth Crawford, County Judge

Date: _____

Susan Hermreck, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

EXHIBIT A

REQUIRED TERMS FOR ALL PUBLIC CONTRACTS

1. PAYMENTS AND DEBTS:

- 1.1. Contractor shall promptly, as due, make payment to:
 - 1.1.1. Any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services;
 - 1.1.2. All persons supplying to Contractor labor or material for the performance of the work provided for in the Agreement;
 - 1.1.3. All contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement; and
 - 1.1.4. The Department of Revenue all sums withheld from employees under ORS 316.167.
- 1.2. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished under this Agreement.

2. EMPLOYEES:

- 2.1. Contractor and subcontractors shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 2.2. Contractor shall comply with the prohibition on wage discrimination of ORS 652.220; failure to do so is a material element of the contract and a breach that entitles County to terminate this Agreement for cause.
- 2.3. For all work under this Agreement, Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time-and-a-half pay for:
 - (a) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
 - (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020;
- 2.3.1. If this Agreement is for services, Contractor shall pay employees at least time-and-a-half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in 279B.020 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater;
- 2.3.2. If this Agreement is for personal services, as described in ORS 279A.055, Contractor shall pay its employees who work under this Agreement at least time-and-a-half for all overtime the employees work in excess of 40 hours in any one week, unless said employees are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime;
- 2.3.3. If this Agreement is for services at a county fair, or for another event that Crook County Fair Board authorizes, Contractor shall pay employees who work under this Agreement at least time-and-a-half for work in excess of 10 hours in any one day or 40 hours in any one week.
- 2.4. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- 2.5. Contractor shall give notice in writing to employees who work under this Agreement, either at the time of hire or before work begins on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

3. OTHER PROVISIONS:

- 3.1. By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; Contractor further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.
- 3.2. If this Agreement involves lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

EXHIBIT B

INDEPENDENT CONTRACTOR STATUS

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this Agreement:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least three of the following requirements:
 - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
 - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
 - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
 - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

EXHIBIT C

PROTECTED INFORMATION

If Contractor obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622. Furthermore:

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the County. Protected Information includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the County or proper legal authority.
2. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the County or an individual identified with the data or information in Contractor’s custody or access.

To the extent that Contractor may have access to County protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Contractor will notify the appropriate County contact no later than one hour after they are aware of the breach. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Contractor will not undertake litigation on behalf of the County without prior written consent.
5. **Data Storage and Backup.** Contractor agrees that any and all County data will be stored, processed, and maintained solely on designated servers and that no County data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a County officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the County Information Security Officer for any general or specific case.

Contractor agrees to store all County backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

6. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no County data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a County officer with designated data, security, or signature authority.
7. **PCI Compliance.** Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all County data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of County whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Contractor will provide County with prompt written notice so that County may seek an appropriate protective order or other remedy. If a remedy acceptable to County is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Contractor and County acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage County in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give County the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants County the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need-to-know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Contractor and County.
12. **Criminal Background Check.** County shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the County's Criminal Justice Information System (CJIS) protected data, software systems or facilities.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of County.

Exhibit D

3. METHOD OF APPROACH; PROJECT UNDERSTANDING

The County's solid waste system is managed by the Crook County Landfill (CCL) division that operates the local landfill. CCL has 10 full-time employees and operates with a budget of about \$7M (FY24). This budget includes a reserve fund of \$4.2M. The landfill meets all regulatory standards as required by State and Federal agencies. In addition to the primary disposal cell that receives municipal solid waste, the County operates a secondary cell that receives construction and demolition (C&D) waste. In 2021, it was reported that 33,617 tons were generated representing an increase of 77% from 2012, with 26,257 tons disposed of and 7,360 tons recycled. This represents a recycling rate of 21.9% or about 2% more than the 20% goal.

Maintaining a reliable disposal facility to serve the County is important since there are no current long-term regional options in adjacent counties. Deschutes County is pursuing a new site to replace Knott Landfill; however, this is still in the planning stages. The SWMP update will address the continued operation of the County's landfill as a mainstay facility to provide cost-effective services. This includes determining the need to address all regulatory requirements and provide for the disposal of all waste generated.

The SWMP update will address all elements of the County's system (i.e., landfill, transfer station, collection, recycling, hazardous wastes, special wastes, etc.) to prepare a roadmap for making



investments needed to maintain cost-effective services. The SWMP update will include a review and update of recommended capital improvements and financial plans. We will examine the current rates and fees charged at the landfill that might be streamlined to provide a simpler, easy-to-manage fee system. The result will be a financial plan that supports the implementation of the programs and services recommended in the SWMP update.

Where practical, JRMA will review regional approaches if synergies exist to support Crook County's long-term solid waste management needs. In preparing the Deschutes County SWMP in 2019, JRMA met with Crook County to discuss future disposal options and coordination of other services. Regional approaches to coordinate recycling, composting, and other programs will be evaluated. JRMA recently completed a study for Deschutes County that presents options to locate a regional compost facility to manage all organics collected. Likewise, opportunities to implement a regional approach for collecting and managing recyclables could benefit Crook County.

APPROACH

The SWMP update will take a comprehensive look at the entire solid waste system elements as detailed in the RFP scope of work. Chapters of the SWMP update will be developed by completing the following approach:

- Define the **existing solid waste system** (i.e., collection, processing, transfer, and disposal system).
- Prepare **future projections** for population, economy, and material flows (e.g., solid waste, recycling, composting, and special items such as butcher waste).
- Complete a **needs and opportunities assessment of current programs, policies, and infrastructure**. Alternatives will be identified and evaluated, and a list of recommendations will be developed to meet the County's needs over the next ten years. The alternatives analysis will be clear and concise, factually supported, and described in a manner that key stakeholders can understand.
- **Prepare a CIP for the complete list of recommended system improvement projects** in order of importance for implementation over the next ten years. Documentation will be provided on capital cost estimate assumptions, including inflation allowances. Project cut sheets will be prepared compatible with the County budgeting format with a project description, justification, type of project, and estimated project costs in current and future dollars.
- Perform a **rate analysis and funding strategies** task to ensure the equitable recovery of system costs, define a rate-setting process, streamline current rates and fees charged at the landfill, and explore funding opportunities and energy-saving alternatives (if any) through various agencies and utility programs.
- Implement a public information and involvement program for the SWMP update. The JRMA team will coordinate and conduct meetings throughout the project to engage County staff, other stakeholders (e.g., SWAC), and ultimately the County Commissioners.



A stakeholder engagement plan will be prepared, and addressed by documenting public meetings, and key take-aways, and providing information to the County IT department for posting on a website (home page for SWMP update).

JRMA has a proven approach to completing SWMPs with a similar stakeholder engagement plan as noted above, particularly relating to SWACs. Our work in Deschutes County, Clark, and Marion County all included extensive engagement with SWAC and related advisory bodies. The following task detail is provided to illustrate how the SWMP update work will be executed.

TASK 1 – PROJECT MANAGEMENT, MEETINGS, AND DELIVERABLES

All successful projects start with a project kick-off meeting to ensure alignment on scope understanding, schedule, stakeholder engagement plan, communication preferences, data needs, and deliverables. A draft stakeholder engagement plan will be shared at this meeting to address items 1-3 below. At this meeting, the following items will be addressed:

1. Determine the final planning process and schedule for completing the SWMP update. Results will be used to finalize the project deliverable schedule including review timelines and meeting dates for the stakeholders and SWAC.
2. Set up a public information process and determine when public meetings may be conducted or how the SWAC will participate in preparing the SWMP update.
3. Develop a project communications plan between the County and the JRMA team designed to ensure efficient coordination of work products and exchange of information. This will include ongoing meeting schedules and documentation expectations for project progress reports and key takeaways from meetings.
4. Discuss the County's solid waste policies and guiding principles to be used in developing the SWMP update.
5. Discuss the initial data and information needed for developing the SWMP update, identify where there may be data gaps, and a schedule for getting the relevant information.

We anticipate members of the project team may conduct site visits to review the landfill and any supporting facilities as applicable. We will also deliver the work products/deliverables as detailed in the RFP as follows:

- Kickoff meeting + stakeholder meetings + commissioner presentation.
- Produce and distribute materials for the website and public meetings.
- Project schedule with refinements, as needed.
- Progress reports and invoices.
- Draft SWMP for comment in hard copy and electronic formats.
- Final SWMP hard copies and electronic formats.

TASK 2 – INTRODUCTION AND OVERVIEW OF EXISTING SOLID WASTE SYSTEM

An introduction will be written that gives a brief overview of the solid waste system, and background of the plan, and highlights guiding principles that will be used to develop the plan. After conducting the initial kick-off meeting, an assessment of the existing conditions of the solid



waste system will be conducted. Baseline data and projections will be presented for use in further chapters. The project will be introduced to SWAC and the project background, roles and responsibilities, project timeline, and desired outcomes will be shared.

TASK 3- WASTE REDUCTION/RECYCLING/COLLECTION PROGRAMS

A review of State and County solid waste and recycling requirements will be conducted and evaluated based on the County’s current programs and collection efforts. Any gaps will be identified, and alternatives will be developed based on opportunities for improvement.

We will evaluate the current collection programs for solid waste (trash), recycling, and yard waste within the County for both residential and commercial customers. The evaluation will include services provided by the County and by Republic Services of Central Oregon for the incorporated and unincorporated areas, as well as drop-off from self-haul customers. We will meet with Republic and County management staff to review current practices and the services provided. Waste reduction and reuse opportunities will consider financial strategies for implementation and recycling improvements will focus on increasing the tonnage of recycled materials collected. Changes in collection and compensation resulting from Oregon’s Recycling Modernization Act (RMA) will be included in this evaluation.

CCL operates a recycle drop-off facility at the landfill that accepts many types of materials. Fees for each material vary and we understand the County would like to develop a simplified fee schedule. We will consider how materials are managed to determine changes that may improve services and reduce costs. The JMRA Team will evaluate all marketing, community outreach, and customer communication developed by the County and Republic, looking for a streamlined approach in each area and how this might change with new approaches that are effective and efficient. All recommended program and policy improvements that have a financial impact will be included in the Task 5 work products.

TASK 4 – TRANSFER, DISPOSAL, AND ALTERNATIVE SOLID WASTE MANAGEMENT FACILITIES AND SERVICES

CCL is located off Hwy 126 on the bluff just west of the City of Prineville. The landfill can serve the community for over 50 years. A separate landfill cell that is unlined is permitted to accept non-putrescible waste. A rural drop-off site located in Paulina is operated by Republic and receives mixed solid waste and commingled recyclables from routes and self-haul customers. Republic’s hauling yard is permitted to reload waste and operates a recycling drop-off center.

DISPOSAL FACILITIES

Gerry Friesen will lead this task to review information and data on the remaining capacity of the Crook County Landfill as well as cell development plans. Gerry prepared the site development plan in 2013 and was the engineer of record for the design of the latest cell. He will review trends and current regulations particularly related to landfill gas emissions that could impact future



operations and expenditures. There may also be approaches that could result in other efficiencies.

ALTERNATIVE SOLID WASTE MANAGEMENT FACILITIES

We will also examine the waste composition data from DEQ and any preliminary analysis from earlier tasks to identify opportunities to recover and/or process using technologies to reduce the amount of waste disposed. Regional approaches to handling waste streams from neighboring counties will be examined. JRMA is currently working with Deschutes County on an organics management plan that may benefit the County. Deschutes County is also considering options for handling recyclables that may include building a MRF. This task will result in evaluating strategies and making recommendations for the County to continue providing cost-effective long-term services and address the financial needs for meeting them. All recommended facility improvement projects that have a financial impact will be included in the Task 5 work products.

TASK 5 – ADMINISTRATION AND FINANCIAL PLAN

The administrative chapter will review the current organization's responsibilities and authorities as well as contractual/franchise arrangements with service providers. We will identify impediments or opportunities to enhance the system, administration, and changes to the contractual arrangements to move forward with plan implementation.

RATE ANALYSIS AND FUNDING STRATEGIES

Currently, CCL operates as a separate enterprise fund. Our team will review the current solid waste budget with a focus on fees charged at the landfill and ways to consolidate and simplify without reducing current revenues. The CIP will also be reviewed and updated to assist with managing reserve funds to maintain rate stability in the system by recognizing future revenue requirements. All recommended system improvement projects will be detailed per the RFP requirements. Other related rate and funding strategy work will be addressed under this task including defining a rate-setting process and exploring funding opportunities and energy-saving alternatives (if any) through various agencies and utility programs.

TASK 6 – IMPLEMENTATION PLAN

The recommendations made for each element of the SWMP update will be summarized in a table showing the implementation timeline and reflecting the priorities of the County.

EXECUTIVE SUMMARY AND IMPLEMENTATION SCHEDULE

The JRMA team will prepare an Executive Summary that includes a description of the solid waste system, summarizes needs and opportunities, and presents the recommendations. It will describe the public involvement process and the role the SWAC played in reviewing the SWMP update. Attached will be the implementation plan to guide the future development of the solid waste system for the next 10 years.



PUBLIC REVIEW

Once the draft SWMP is assembled, we will provide copies to interested parties for public comment and presented to SWAC before final revisions to the draft SWMP are made. The County IT department will be engaged to ensure they have current information to post on the SWMP update home page.

FINAL SWMP

Once the SWAC has reviewed and commented on the final draft and input is received during the public comment period, we will make final edits and produce the Final Crook County SWMP. The JRMA team will present the final SWMP and implementation schedule to the Board of Commissioners for adoption. County staff will need to provide input, though, as to whether a final draft document is reviewed by the County Commissioners or not.



EXHIBIT B – SCHEDULE OF FEES

09/15/2023

The hourly billing rates for services of the Architect and the Consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Consultants’ normal review practices:

Associate/Engineer	215-230.00	per hour*
Associate/Project Manager	225.00	per hour
Senior Project Architect	200-220.00	per hour*
Project Architect	160-190.00	per hour*
Senior Engineer	225-240.00	per hour*
Senior Project Manager	200-255.00	per hour*
Project Engineer	150-195.00	per hour*
Project Manager	170-210.00	per hour*
Senior Project Leader	160.00	per hour
Production Manager	190.00	per hour
Designer	130-170.00	per hour*
Technical Leader	140-165.00	per hour*
Engineering CADD BIM Specialist	120-155.00	per hour*
Engineering CADD BIM Manager	165.00	per hour
BIM Manager	190.00	per hour
CADD BIM Specialist	100-135.00	per hour*
CADD Manager	135.00	per hour
CADD Technician	85-115.00	per hour*
Senior Graphic Modeler	145.00	per hour
Graphic Modeler	90-115.00	per hour*
Lead Interior Design Manager	185.00	per hour
Interior Designer	145-155.00	per hour*
Sustainable Design Leader	135.00	per hour
Sustainable Design Coordinator	110.00	per hour
Managing Principal	300.00	per hour
Director of Design	285.00	per hour
Principal/PM	275.00	per hour
Managing Senior Engineer	265.00	per hour
Senior Advisor	270.00	per hour
Senior Facility Advisor	225.00	per hour
Strategic Advisor	350.00	per hour
Marketing Coordinator	120.00	per hour
Technical Assistant	80.00	per hour
Director of Operations	260.00	per hour
Director of Finance	220.00	per hour
Project Administrator	105.00	per hour
Project Engineering Assistant	100.00	per hour
Solid Waste Planner	225.00	per hour
Admin Assistant	85.00	per hour

*Actual rates may vary depending on individual experience level.

These hourly rates are for work performed during normal office hours. Work specifically requested during overtime hours will be charged at 1.5 times the above rates.

Reimbursable Expenses:

Auto Mileage: Published IRS rate plus 10%.

Outside services performed by others and direct expenses incurred on the Client's behalf are charged at cost plus 10%. Such items include, but are not limited to, outside consultants and testing laboratories, subsistence, transportation and air travel charges, long distance communications, delivery charges and express mail, inspection, and any City agency fees. Plots generated in-house will be invoiced at \$0.55 per square foot for bond plots and \$1.50 per square foot for color plots. All reimbursable expenses are in addition to the stated fee.

JRMA Fee Worksheet - Crook County Solid Waste Master Plan Update

Tasks	Project Management, Meetings, and Deliverables (includes hours for task specific meetings)										Hours	Labor Fee	Expenses	Total
	Project Manager Will Elder	Principal in Charge/ QA/QC Kevin McCarthy	Project Administrator Eleni	Senior Advisor Doug Drennen	Financial Advisor Chris Bell	Landfill Specialist Gerry Friesen	Technical Editor Lauren							
1.1 Project kick-off meeting, monthly meetings, task meetings, SWAC meetings, and Commissioner meeting.	52	24	35	19	12	14	6	162	\$31,388	\$0	\$31,388			
1.2 Project Management/Admin./Coordination	12	4	10	0	0	0	0	26	\$4,670	\$0	\$4,670			
Subtotal Task	64	28	45	19	12	14	6	188	\$36,058	\$0	\$36,058			
Task 2. Introduction and Overview of Existing Solid Waste System														
2.1 Overview of existing solid waste system and project background	8	2	1	2	0	0	22	35	\$5,389	\$0	\$5,389			
2.2 Update waste disposal, waste recycled, and waste generation figures per previous Solid Waste Management Plan	12	2	2	2	0	0	6	24	\$4,414	\$0	\$4,414			
Subtotal Task	20	4	3	4	0	0	28	59	\$9,803	\$0	\$9,803			
Task 3: Waste Reduction/Recycling/Collection Programs														
3.1 Research existing State and County solid waste requirements	4	1	1	0	4	3	8	21	\$3,660	\$0	\$3,660			
3.2 Evaluate existing collection programs	16	4	2	0	6	0	12	40	\$7,340	\$0	\$7,340			
Subtotal Task	20	5	3	0	10	3	20	61	\$11,000	\$0	\$11,000			
Task 4. Transfer, Disposal, and Alternative Solid Waste Management Facilities and Services														
4.1 Landfill assessment	4	2	1	4	0	36	0	47	\$10,243	\$0	\$10,243			
4.2 Alternative solid waste management facilities	8	4	2	16	4	6	0	40	\$8,442	\$0	\$8,442			
Subtotal Task	12	6	3	20	4	42	0	87	\$18,685	\$0	\$18,685			
Task 5. Administration and Financial Plan														
5.1 Review administration of County and others responsibilities and authorities	12	3	2	2	6	0	6	31	\$5,919	\$0	\$5,919			
5.2 Review rates and CIP	8	3	2	10	40	6	4	73	\$14,785	\$0	\$14,785			
Subtotal Task	20	6	4	12	46	6	10	104	\$20,704	\$0	\$20,704			
Task 6. Implementation Plan														
6.1 Executive summary	10	4	2	4	4	4	16	44	\$7,858	\$0	\$7,858			
6.1 Public review	8	2	2	2	2	0	6	22	\$3,984	\$0	\$3,984			
6.1 Final SWMP	12	4	3	4	4	4	24	55	\$9,343	\$0	\$9,343			
Subtotal Task	30	10	7	10	10	8	46	121	\$21,185	\$0	\$21,185			
Total Labor Hours and Budget:	166	59	65	65	82	73	110	620	\$117,435	\$0	\$117,435			
Not To Exceed Budget											Excludes printing and materials	\$2,182	\$119,617	

JRMA

12/18/2023



Expenses
 Airfare x 1
 Hotel x 2 x 1
 Hotel x 2 x 1
 Meals
 Rental car x 2 days
 Add RT mileage for Will to Prineville x 2, Gerry RT mileage Bend to Prineville x 3, Doug to Prineville x 1.

375 Kevin files in for kickoff meeting
 400 Kickoff meeting (Kevin and Will)
 400 Commissioners mtg (Will and Doug)
 150
 200
 727.05 Portland office to landfill: 152 miles, Bend downtown to landfill: 33 miles
 2252.05

Meeting Assumptions

Will Elder Kevin McCarthy Administration Doug Drennen Chris Bell Gerry Friesen Technical Writer

1.1 Meetings (kickoff meeting @ 2 hours, 10 1-hour PMs check in meetings,

In person Kick-Off @ 2.0 hrs.
 10 1-hr PMs check in meetings

Task 2 meetings (2 1-hour conf. calls)
 Task 3 meetings (3 1-hour conf. calls)
 Task 4 meetings (2 1-hour conf. calls, and 2 2-hr conf. calls)
 Task 5 meetings (2 1-hour conf. calls, and 2 2-hr conf. calls)
 Task 6 meetings (2 2-hour conf. calls)
 Three 2-hr SWAC meetings
 One 2-hr County Commissioners meeting (in-person)*

8	8	2	2	2	2	4	2
10	3	3	8	8	0	0	0
2	2	2	0	0	0	0	0
3	1	2	0	0	0	0	2
6	2	5	4	6	4	0	0
6	2	5	2	6	2	2	0
3	2	3	0	0	0	0	2
6	2	6	3	2	2	2	0
8	2	2	8	2	2	2	0
52	24	35	19	12	14	14	6

Lateral Employee Vacation Accrual Rate

To show appreciation for our employees and acknowledge the experience, training, and education they bring to the County, we are implementing a Lateral Employee Vacation Accrual policy to positively impact the rate at which eligible employees earn vacation accruals. In addition to recognizing our current employees, this policy will assist the County in recruiting top talent and in reducing turnover.

Who is eligible: Any employee who earns vacation accruals and has been with the County less than 10 years is eligible to receive an adjustment.

What type of experience qualifies: Qualifying experience must be directly relevant to the position you hold and the work you do. Resumes are carefully reviewed, and employees are credited based on a thorough analysis of transferable meta skills.

How is the amount of qualified experience calculated: The policy has parameters; A cap of 10 years' experience is applied at a 2:1 ratio. For example, if an employee has 15 years' prior experience that number would be capped at 10, the 10 years is then calculated using the 2:1 ration. As a result, the employee would be credited 5 years toward the rate at which they earn vacation accruals.

How is the qualifying experience applied to the Counties established rate scale: The following is an example of how an experience adjustment partners with the County's current accrual scale. If an employee has worked for the County for 3 years and is currently earning vacation accruals at 6.67 hours per month and it is determined they are eligible and adjustment of 5 years for their previous experience, they would be placed on the scale at 8 years. This adjusts their earning rate from 6.67 hours per month to 10 hours per month and positions them to move to the next tier five years sooner than they would have otherwise.

Years of Continuous Service	Vacation Accruals earned (hours per month)
0-3	6.67 Hours
4-10	10 Hours
11-16	13.37 Hours

When will the adjustment become active: For current employees, this adjustment becomes effective January 1st, 2024, and will be reflected retroactively in your paycheck. For new hires, a credit will be applied effective their first day.

AGENDA ITEM REQUEST



Date:

January 12, 2024

Meeting date desired:

January 17, 2024

Subject:

Crook County letter to DEQ regarding elevated levels of manganese in local groundwater.

Background and policy implications:

Local residents between Lamonta Road and NW Madras Highway have raised concerns about contamination in their private wells.

Budget/fiscal impacts:

N/A

Requested by:

*John Eisler; Asst. County Counsel
John.Eisler@CrookCountyOR.gov
541-416-3919*

Presenters:

John Eisler

Legal review (only if requested):

Legal drafted

Elected official sponsor (if applicable):

Commissioner Hermreck



Crook County

Mailing: 300 NE 3rd Street • Prineville, Oregon 97754
Physical: 203 NE Court Street • Prineville, Oregon 97754
Phone (541) 447-6555

January 17, 2024

**VIA EMAIL to: Jennifer.WIGAL@deq.oregon.gov and
Jeremy.T.Giffin@water.oregon.gov**

Jennifer Wigal
Water Qual. Div. Administrator
Oregon DEQ
4026 Fairview Industrial Dr. SE
Salem, OR 97302

Jeremy Giffin
Watermaster – District 11
231 SW Scalehouse Loop, Ste. 103
Bend, OR 97701

Re: Groundwater Contamination Concerns
Our File No.: Ct. Misc. D

Dear Jennifer and Jeremy:

Crook County appreciates all the hard work your respective agencies do to preserve and protect the groundwater in this state. We write to you today to inquire about the status of any state groundwater studies of the Lower Crooked River Basin and elevated levels of manganese. For over a year now, our citizens have been dealing with levels of contamination in their private wells that are a threat to their health and safety.

As you are likely aware, DOGAMI made a preliminary conclusion last year that the heightened levels of manganese detected in the local aquifer were not attributable to activities from the nearby aggregate mine. That conclusion was based on the data available to them at the time, as submitted by area residents. Attached is the letter referenced, which is the last correspondence we have heard from DOGAMI on the matter. In the letter's conclusion, DOGAMI states that they intend to prepare a full technical report at some point. To date, the County has not been informed of the status of that full technical report.

It is our understanding that if the contamination is not mining related, the matter comes back under DEQ's authority. Our citizens report the contamination is ongoing. Crook County is thus requesting DEQ to include the County in any findings on the matter from either recently completed or in-progress studies. Alternatively, if there is currently no endeavor by DEQ to investigate the contaminated groundwater, the County formally asks that such an investigation begin as soon as possible.

This is an issue of County concern. We encourage you to contact us so we can collaborate, identify the cause, and work towards a solution. The County offers its assistance in whatever way that it can.

Thank you for your attention to this matter and your continued service to public health and environmental stewardship. We look forward to hearing from you.

Sincerely,

The members of the Crook County Court:

Judge Seth Crawford

Commissioner Susan Hermreck

Commissioner Brian Barney

Enclosure

Cc: Crook County Community Development Director



February 10, 2023

Fitch & Neary P.C.
210 SW 5th Street, Suite #2
Redmond, OR 97756

Re: Woodward (DOGAMI ID# 07-0159) Complaints Filed

Dear Mr. Fitch,

The following represents DOGAMI's review to date of the complaints submitted by you and your clients regarding the Woodward site (DOGAMI ID# 07-0159). DOGAMI takes very seriously its directive to prevent unacceptable adverse impacts to environmental resources of the state from mining operations.¹

Site Information:

The Woodward site (DOGAMI ID# 07-0159: Enclosure 1) is located 3.5 miles Northwest of Prineville in Crook County. The street address for the site is 4755 NW Stahancyk Ln., Prineville OR 97754 and the site includes two tax lots: Township 14 south, Range 15 east, Section 14, Tax Lot 702 (35.36 acres) and Township 14 south, Range 15 east, Section 14, Tax Lot 703 (76.08 Acres). Knife River has been working on expanding the mine site onto the adjacent Vanier property which is located immediately east of the existing site on Township 14 south, Range 15 east, Section 14, Tax Lot 103 (77.98 Acres). The street address for the Vanier property is 6487 NW Lamonta Rd, Prineville, OR 97754. DOGAMI received an operating permit application for this property on February 8, 2023.

Mining at the Woodward site consists of the removal of soil and overburden followed by the excavation of the sand and gravel resource to a depth of approximately 20 feet below the pre-mining surface. After each excavation cell is mined out, they are back filled with clean fill and overburden prior to the placement of soil and the planting of the site for agriculture. The sand and gravel mined is processed on site under the DEQ WPCF 1000 General Permit (DEQ File No. 124758: Enclosure 2) allowing the disposal of process water via infiltration and evaporation.

Complaints Received:

On January 6, 2023, DOGAMI received your complaint letter alleging ground water contamination from the Knife River Woodward site (DOGAMI ID# 07-0159) has adversely impacted residential wells on 22 properties near and adjacent to the site. Your January 6, 2023 complaint included the residence used by Mr. Zimmerlee (6487 NW Lamonta Rd, Prineville, OR, 97754), and a residence used by Karen Mikulski (3992 Stahancyk Ln., Prineville OR 97754). Both Mr. Zimmerlee and Ms. Mikulski previously submitted complaints about the Knife River Woodward site to DOGAMI, and those complaints did not specifically allege groundwater contamination.

¹ ORS 517.760.

Your letter asks DOGAMI to suspend backfilling operations until the allegations in the complaint are “addressed and resolved”. DOGAMI contacted Knife River on January 20, 2023, by phone and Knife River is not currently placing backfill at the site. Your January 6, 2023, letter provided no documentation to substantiate the groundwater contamination claim. The complaint included an unlabeled tax lot map showing the tax lots of the 22 properties included in the complaint.

On January 20, 2023, DOGAMI received a faxed copy of your complaint with the addition of mailing addresses for the 22 complainants and two forms that appeared to be from two of the complainants, but the forms were illegible and could not be deciphered.

The January 6, 2023 complaint follows a complaint that was submitted to DEQ via email on October 20, 2022 from Richard Zimmerlee alleging that Knife River’s Woodward mining operation has resulted in elevated Aluminum (Al) and Manganese (Mn) concentrations in his domestic water supply on the Vanier Property (6487 NW Lamonta Rd, Prineville, OR 97754). The complaint to DEQ was forwarded to DOGAMI on October 21, 2022 and included “Top 35” analyses of 3 water samples including:

1. A tap water sample from the residence on the Vanier property (6487 NW Lamonta Rd, Prineville, OR 97754). The depth of the residential supply well is not known but suspected to be relatively shallow and set in the alluvial aquifer. Total Al - 0.317 mg/L, Total Mn - 0.12 mg/L.
2. A water sample from a surface water pond referred to as the Porfily pond (location assumed to be a surface pond associated with a surface drainage to the north of the site near 44°21'13.75"N, 120°54'4.32"W). Total Al - 0.224 mg/L, Total Mn - 0.0294 mg/L.
3. A tap water sample from the Porfily house (5757 NW Puckett Rd., Prineville, OR 97754). The depth of this well is 260 feet below the ground surface with the top of the casing screen at 240 feet below the ground surface. Total Al - Not Detected (reporting limit 0.02 mg/L), Total Mn - 0.485 mg/L.

This review considers the October 20, 2022 complaint to DEQ and the January 6, 2023 complaint to DOGAMI alleging contamination of groundwater from the Woodward mining facility.

Complaint Review to Date:

DOGAMI informed Knife River of the groundwater contamination complaint that was submitted to DEQ on October 20, 2022 and Knife River submitted a report for DOGAMI’s consideration by Hudspeth Land and Water titled “Woodward Area Groundwater Sampling Summary” (Enclosure 3). The report included water sample analyses of Total Al and Mn concentrations from 4 additional water samples as well as groundwater monitoring data from quarterly water sampling of two wells located immediately south of the site across Stahancyk Ln. The quarterly water sampling data included analyses of dissolved Mn concentrations at the two wells being monitored from 2017 through 2022.

Table 1 from the Woodward Area Groundwater Sampling Summary report includes the Total Al and Mn concentrations for the 3 water samples submitted to DEQ by Mr. Zimmerlee as well as analyses from 4 additional water samples collected by a Knife River consultant, Hudspeth Land and Water. The 4 additional water samples include:

1. A duplicate/repeat tap water sample from the residence on the Vanier property (6487 NW Lamonta Rd, Prineville, OR 97754). The depth of the residential supply well is not known but suspected to be relatively shallow and set in the alluvial aquifer. Total Al - 0.0232 mg/L, Total Mn - 0.0731 mg/L.
2. A tap water sample from the residence of Karen Mikulski (3992 Stahancyk Ln., Prineville OR 97754). This residential supply well is set at a depth of 50 feet below the ground surface with the top of the

casing screen at 30 feet below the ground surface. Total Al - 0.156 mg/L, Total Mn - Not Detected (Reporting Limit 0.005 mg/L).

3. A tap water sample from a residence located to the south of the Woodward property (4144 NW Stahancyk Ln., Prineville, OR 97754) and immediately west of the residence of Karen Mikulski. This residential supply well is set at a depth of 260 feet below the ground surface with the top of the casing screen at 255 feet below the ground surface. Total Al - Not Detected (reporting limit 0.02 mg/L), Total Mn - 0.0956 mg/L.
4. A surface water sample collected from a surface water drainage/slough located north of the site and up stream of the presumed location of the Profily pond (44°21'32.28"N, 120°53'12.80"W). Total Al - 1.21 mg/L, Total Mn - 0.0116 mg/L.

The report from Knife River also included dissolved Mn water concentration data from the quarterly monitoring of two wells immediately south of the site across Stahancyk Ln., including the residence of Karen Mikulski (3992 NW Stahancyk Ln., Prineville, OR 97754), and a neighboring residence to the west (4144 NW Stahancyk Ln., Prineville, OR 97754). These analyses are provided in Tables 2 and 3 of the Woodward Area Groundwater Sampling Summary report. The quarterly monitoring began in the first quarter of 2017, just prior to the initiation of mining operations at the Woodward site and well in advance of the placement of reclamation backfill. The quarterly monitoring program remains ongoing.

The well at 4144 NW Stahancyk Ln. extends to 255 feet below the ground surface and is set in a water bearing zone in contact with clay and claystone lithologies. The well at 3992 NW Stahancyk Ln. extends to 50 feet below the ground surface and the water bearing zone is in contact with the alluvial sand and gravel material that is the focus of the mining at the Woodward site. Note that per Tables 2 and 3 of the Hudspeth report, the dissolved Mn concentrations in the deeper 4144 well range from 0.0882-0.114 mg/L, while the shallower 3992 well had concentrations of Mn that were undetectable or below the laboratory reporting limits (0.0216-0.002 mg/L). The difference in Mn concentrations of these two wells appears attributed to the fact that the wells are set in two different aquifers in different geologic materials.

The variation in Total Al and Mn concentrations in Table 1 of the Hudspeth report shows the water in the shallow alluvial aquifer being higher in Al and lower in Mn and the water deeper aquifer being low in Al and higher in Mn concentrations. DOGAMI notes that both surface water samples (the Profily Pond and the Slough) have high Al concentrations and relatively low Mn concentrations.

The data for the two monitoring wells adjacent to the Woodward mine site do not show any systematic changes in the concentrations of dissolved Mn over time. The concentrations of dissolved Mn in the water from the shallow well at the residence of Karen Mikulski (3992 NW Stahancyk Ln., Prineville, OR 97754) has not changed since the monitoring began in 2017 indicating that Knife River's mining operations has not caused changes to the ground water with respect to dissolved Mn.

The Woodward Area Groundwater Sampling Summary report also includes Attachment 2 "Woodward/Vanier Aggregate Mine Hydrogeologic Characterization" (Enclosure 3). This Stantec report allows DOGAMI to consider the spatial context of the data provided in the Woodward Area Groundwater Sampling Summary. Based on DOGAMI's review of the hydrogeologic characterization report the following observations are noted:

1. Figure 3 of the Stantec report shows the groundwater at the site generally flows from northeast to southwest.
2. Based on Figure 3 of the Stantec report, Mr. Zimmerlee's residence at 6487 NW Lamonta Rd, Prineville, OR 97754, is located over 1000 feet upgradient from the Woodward mine site and

therefore the mining operations would not be expected to contribute to the concentrations of AL and Mn found in the groundwater at the Zimmerlee residence.

3. Based on Figure 3 of the Stantec report, Mrs. Mikulski's residence at 3992 Stahancyk Ln., Prineville OR 97754 is located approximately 350-foot cross gradient from the Woodward mine site. The quarterly monitoring of that well by Knife River does not show an increase in Mn concentrations in the water in that well from the 1st quarter 2017 through the 4th quarter of 2022.
4. Based on Figure 3 of the Stantec report, the well at 4144 Stahancyk Ln., Prineville OR 97754 (also part of the Fitch & Neary complaint) is located approximately 350-foot cross to slightly down gradient from the Woodward mine site. The quarterly monitoring data in the Woodward Area Groundwater Sampling Summary report from Knife River shows a range in Mn concentrations that would be expected for naturally occurring background concentrations from the 1st quarter 2017 through the 4th quarter of 2022.

Based on those contextual observations and the groundwater sampling data submitted by Mr. Zimmerlee and Knife River, there appears to be no evidence substantiating groundwater contamination derived from the Woodward site to Mr. Zimmerlee's, Mr. Porfily's or Mrs. Mikulski's residential wells or the well at 4144 Stahancyk Ln., Prineville OR 97754. This review is based on the information submitted to date. DOGAMI will review the issue if new and relevant information is submitted to DOGAMI. DOGAMI will prepare a technical report considering the totality of information submitted to DOGAMI prior to taking action on the application for the Vanier Property.

Sincerely,



Bob Brinkmann
Hydrogeologist
DOGAMI-MLRR



Vaughn Balzer
Floodplain Mining Reclamationist
DOGAMI-MLRR

cc: Sarah Lewis, MLRR Program Manager, DOGAMI
Ruarri Day-Stirrat, Director and State Geologist, DOGAMI
Jeff Steyaert, Knife River Corporation – NW

Enclosures:

- E1 – 07-0159 Operating Permit (renewed through June 2023)
- E2 – DEQ-WPCF 1000 Permit Assignment Letter (dated June 2, 2016)
- E3 – Woodward Area Groundwater Sampling Summary (dated December 22, 2022)

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):

Oregon Drug Law Legislative Update



District Attorney Kari Hathorn
Sheriff John Gautney



Boyd/Hubbell Fix Delivery of Drugs



- Fix definition of delivery to include:
 - Actual and attempted transfer
 - Possession with intent to transfer



- Oppose sentence reduction proposals
- Oppose quantity threshold proposals



Measure 110 Reform

Support:

- Possession of controlled substance -Class A Misdemeanor
- Funding for Community Corrections
- Funding for treatment & specialty court
- Mandatory treatment
- Diversion or Conditional Discharge option



Measure 110 Reform Proposals

Oppose:

- Deflection program requirement
 - Local government responsible to set up
 - Detox center or stabilization center

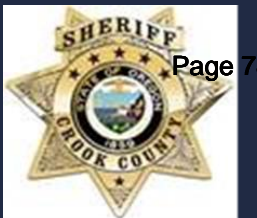
*The deflection program requirement fails to account for the limited resources in rural communities and relies upon the same failed policies as BM 110.



Measure 110 Reform Legislative Proposals

Oppose:

- Deflection program requirement
 - BUT-Can't charge the crime unless ofc follows the following steps:
 - Officer stop, search & confiscate drugs
 - Officer offers deflection program
 - If refuse or don't complete-officer can then cite with PCS
 - Officers may have to locate at later time to issue citation



Measure 110 Reform

Deflection Program Issues:

- Funding & staffing for deflection program
- Deflection program is not mandatory or sufficient treatment
- Search/seizure issues if not a crime
- Class C misd insufficient incentive to complete treatment



Measure 110 Reform

Support:

- PCS-Class A Misdemeanor
- Mandatory treatment
- Funding for Community Corrections
- Diversion or Conditional Discharge option



AGENDA ITEM REQUEST



Date: 1/05/2024

Meeting date desired: 1/27/2024 Work Session / If approved attached to 1/31 consent agenda

Subject: Airport/FAA – DBE program and goal development

Seek approval and signature for DBE (Disadvantaged Business Enterprise) program and goal development

Background and policy implications:

Department of transportation DBE (Disadvantaged Business Enterprise) is a program designed to remedy ongoing discrimination and the continuing effects of past discrimination in federally-assisted highway, transit, airport, highway safety, financial assistance and transportation contracting markets nationwide. The primary remedial goal and objective of the DBE program is to level the playing field by providing small businesses owned and controlled by socially and economically disadvantaged individuals a fair opportunity to compete for federally funded transportation contracts.

The attached document is the Crook County airports 3 year (2024,25,26) DBE plan that is required to be submitted to FAA/AIP prior grant execution. The goal methodology can change from year to year depending on project scheduling and available funding.

Budget/fiscal impacts: None

Requested by:

Kelly Coffelt Airport Manager. 541.447.2347 / 541.420.3789

Presenters:

Kelly Coffelt – Airport Manager

Legal review (only if requested):

Reviewed by County Counsel- John Eisler

49 CFR PART 26
FAA Rev 10.21.2020

Prineville/Crook County
Prineville/Crook County Airport (S39)



DBE PROGRAM & GOAL DEVELOPMENT

Ver Date Nov 2023

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Prineville and Crook County, Oregon, owners of the Prineville/Crook County Airport (S39) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The County has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the County has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the County to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also the County’s policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. To assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Kelly Coffelt, has been designated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the County in its financial assistance agreements with the Department of Transportation.

The County has disseminated this policy statement to the County Judge and all of the components of our organization. The County has distributed this statement to DBE and non-DBE business communities that perform work for County on DOT-assisted contracts. The distribution was accomplished by posting a notice on the City’s website (<https://www.cityofprineville.com/airport>).

Signature of County Judge

Date

Printed Name and Title _____

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ATTACHMENTS

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are elaborated in the Policy Statement on the first page of this program.

Section 26.3 Applicability

Crook County, Oregon is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The County will use terms in this program that have the meaning defined in 49 CFR Part 26 § 26.5. (See **Attachment 1** for link to CFR.)

Section 26.7 Non-discrimination Requirements

The County will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the County will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

REPORTING TO DOT: 26.11

The County will provide data about its DBE Program to the Department as directed by DOT operating administrations.

DBE participation will be reported to DOT/FAA as follows:

The County will transmit the “Uniform Report of DBE Awards or Commitments and Payments” form, found in Appendix B to this part, to FAA annually by December 1 including the required information about participating DBE firms. All reporting will be done through the FAA’s official reporting system, or another format acceptable to the FAA as instructed thereby.

BIDDERS LIST

The County will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on the County’s DOT-assisted contracts for use in helping to set the County’s overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

The County will collect this information by using a Bidders List form. See **Attachment 3** for a sample of a Bidders List Form. Each airport solicitation will require bidders to submit the bidders list with their proposal.

Section 26.13 Federal Financial Assistance Agreement

The County has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

Each financial assistance agreement the County signs with a DOT operating administration (or a primary recipient) will include the following assurance:

[Note: This language is to be used verbatim, as it is stated in § 26.13(a).]

The County shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The County shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The County's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the County of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq*).

Contract Assurance: 26.13b

The County will ensure that the following clause is included in each contract we sign with a contractor and each subcontract the prime contractor signs with a subcontractor:

[Note: This language is to be used verbatim, as it is stated in § 26.13(b)]

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The County is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. The County is not eligible to receive DOT **Page 86**

financial assistance unless DOT has approved the County's DBE program and is in compliance with it and part 26. The County will continue to carry out this program until all funds from DOT financial assistance have been expended. The County does not have to submit regular updates of our program, as long as we remain in compliance. However, the County will submit significant changes in the program, including those required by regulatory updates, for approval by DOT.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The County has designated the following individual as its DBE Liaison Officer:

Kelly Coffelt
Airport Manager
4585 SW Airport Road
Prineville, OR 97754
Phone: (541) 416-0805
E-mail: kcoffelt@cityofprineville.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the County complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the County Court concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is included as **Attachment 2** to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has support staff, including engineers and legal professionals, to assist in the administration of the program. The DBELO's duties and responsibilities include the following:

- Gathering and reporting statistical data and other information as required by DOT
- Reviewing third party contracts and purchase requisitions for compliance with this program
- Working with all departments to set overall annual goals
- Ensuring that bid notices and requests for proposals are available to DBEs in a timely manner
- Identifying contracts and procurements so that DBE contract goals are included in solicitations and monitors results
- Analyzing the County's progress toward attainment and identifies ways to improve progress
- Participating in pre-bid meetings
- Advising the governing body on DBE matters and achievements
- Determining contractor compliance with good faith efforts
- Providing outreach to DBEs and community organizations to advise them of opportunities

Section 26.27 DBE Financial Institutions

It is the policy of the County to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make

reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

The County uses the Oregon online business directory to discover financial institutions in Crook County that meet this criterion. The directory is updated daily, or as needed, by the State of Oregon. Information on the availability of such institutions can be obtained from the DBELO.

Section 26.29 Prompt Payment Mechanisms

The County requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the County has established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the County.

The County ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the County has selected the following method to comply with this requirement:

Hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

To implement this measure, the County includes the following clause from **FAA Advisory Circular 150/5370-10** in each DOT-assisted prime construction contract:

a. From the total of the amount determined to be payable on a partial payment, not to exceed 10% percent of such total amount will be deducted and retained by the County for protection of the County's interests. Unless otherwise instructed by the County, the amount retained by the County will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the County in accordance with Section 50-14. Contractor must provide a certified invoice to the Resident Project Representative (RPR) that supports the value of retainage held by the County for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the County evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the County. When the County has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the project work has been completed to the satisfaction of the Resident Project Representative (RPR), the RPR shall, at the County's discretion and with the

consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The County may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

This clause applies to both DBE and non-DBE subcontractors.

See §26.37 below for additional Prompt Payment information.

Section 26.31 Directory

The County is a non-certifying member of the Oregon Unified Certification Program (UCP), and uses the State of Oregon DBE directory, maintained by the [State Certification Office for Business Inclusion and Diversity (COBID) to determine a firm's DBE status. The directory lists the firm's name, address, phone number, and each type of work the firm has been certified to perform as a DBE, using the most specific NAICS code available to describe each type of work. The state revises the Directory daily, or as needed. A link to the directory may be found in **Attachment 4**.

Section 26.33 Over-Concentration

The County has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The County has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The County implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and sets forth these mechanisms in this DBE program.

The County actively monitors participation by maintaining a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments.

Monitoring Payments to DBEs and Non-DBEs

The County undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities are accomplished through the following method(s):

- Prime contractors are required to submit to the County copies of the contracts executed with all subcontractors within 10 days of execution of such contracts, including amount agreed upon and method of payment.
- Prime contractors are required to submit a record of all payments to subcontractors no less than quarterly.
- The County will confirm with subcontractors the amounts paid and date of receipt of payments.
- The County will create and maintain written and/or electronic records of all information collected.

Other affirmative steps to monitor prompt payment and retainage requirements:

- The County will put in place quarterly reminders to be sent to subcontractors requesting submission to the County of a detailed list of all payments received from the Prime during the most recent complete calendar quarter.
- The County requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the County's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the County or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.
- The County proactively reviews contract payments to subcontractors including DBEs not less than quarterly to ensure compliance. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to us by the prime contractor.

Prompt Payment Dispute Resolution

The County will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29:

The County will facilitate meetings between prime and sub, with resident project representative and/or project manager presence as appropriate, for the purpose of dispute resolution. Participants shall include individuals authorized to bind each interested party, including recipient representative(s) with authority to take enforcement action.

The County established, as part of its DBE program, the following mechanism to ensure prompt payment and return of retainage:

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed. **See §26.29 above.**

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure:

- (1) Subcontractor should contact the prime directly regarding any prompt payment complaint.
- (2) If the affected subcontractor is not comfortable contracting prime directly regarding payment or is unable to resolve payment discrepancies with prime, subcontractor should contact the DBELO to initiate complaint.
- (3) If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the Owner to resolve prompt payment disputes, affected subcontractor may contact the responsible FAA manager.

All steps taken should be documented in writing and communicated to each of the involved parties: the prime contractor, the owner, the DBELO, and the FAA.

Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The County provides appropriate means to enforce the requirements of §26.29. These means include:

- In accordance with the contract, assess liquidated damage charges against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor
- Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract
- Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met

The County actively implements the enforcement actions detailed above. In addition, the County will take the following actions, should the need arise:

- The County will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (*e.g.*, referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
- The County will consider similar action under its own legal authorities as outlined in Oregon Revised Statutes (ORS 279A.110, ORS 279A.990, and ORS 777) including responsibility determinations in future contracts.

Monitoring Contracts and Work Sites

The County reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by the County or other representative assigned by us. Contracting records are reviewed by the County or other representative assigned by the County. The County will maintain written/electronic documentation that contracting records have been reviewed and work sites have been monitored for this purpose.

Section 26.39 Fostering Small Business Participation.

The County has created a Small Business Element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The County's Small Business Element is incorporated as **Attachment 10** to this DBE Program. The County will actively implement the program elements to foster small business participation; doing so is a requirement of good faith implementation of its DBE program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The County does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The County will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT/FAA funded prime contracts where the cumulative total value exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f) the County will submit its Overall Three-Year DBE Goal to FAA by August 1st of the year in which the goal is due, as required by the FAA-established schedule below:

Airport Type	Region	Date Due (Goal Period)	Next Goal Due (Goal Period)
Non-Primary (GAs, Relievers and State DOTs)	New England, Northwest Mountain, & Southern	August 1, 2023 (2024/2025/2026)	August 1, 2026 (2027/2028/2029)

The DBE goals will be established in accordance with the two-step process as specified in 49 CFR Part 26.45. If the County does not anticipate awarding DOT/FAA-funded prime contracts, the cumulative total value of which exceeds \$250,000 of DOT funds during any of the years within the three-year reporting period, the County will not develop an overall goal; however, this DBE Program will remain in effect and the County will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area using one of the following methods.

- a. The County will use the Oregon DBE Directory information and US Census Bureau data as a method to determine the base figure; or
- b. The County will use the most recent Disparity Study for Oregon, currently produced in 2021 by the Oregon Department of Aviation to determine the base figure.

The County understand that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. The County will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to attain a goal that is rationally related to the relative availability of DBEs in our market area.

CONSULTATION AND PUBLICATION

In establishing the overall goal, the County will provide consultation and publication. This includes consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the County’s efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video Page 92

conference, teleconference) with as many interested stakeholders as possible, focused on obtaining information relevant to the County's goal setting process. It will occur before the County are required to submit its goal methodology to the operating administration for review pursuant to paragraph (f) of this section. The County will document in its goal submission the consultation process that it engaged in. Notwithstanding paragraph (f)(4) of this section, the County will not implement its proposed goal until it has complied with this requirement.

In addition, the County will publish a notice announcing our proposed overall goal before submission to the operating administration on August 1st. The notice will be posted on the County's official web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal will be posted on the County's official web site. The County will inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at its principal office and that the County and DOT/FAA will accept comments on the goals for 30 days from the original publication date of the notice. Notice of the comment period will include the addresses to which comments may be sent, including offices and websites where the proposal may be reviewed. The public comment period will not extend the August 1st deadline.

Prineville/Crook County Airport's Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process, and its responses.

The County will begin using our overall goal on October 1st of the reporting period, unless we have received other instructions from DOT.

PROJECT GOALS

If permitted or required by the FAA Administrator the County will express its overall goals as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If the County establishes a goal on a project basis, it will begin using the goal with the e.first solicitation for a DOT-assisted contract for the project.

PRIOR OPERATING ADMINISTRATION CONCURRENT

The County understands that it is not required to obtain prior operating administration concurrence with its overall goal. However, if the operating administration's review suggests that the overall goal has not been correctly calculated or that the method for calculating goals is inadequate, the operating administration may, after consulting with the County, adjust the overall goal or require that the County do so. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment 5** to this program.

Section 26.47 Failure to Meet Overall Goals

Prineville/Crook County Airport cannot be penalized, or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the County fails to administer its DBE program in good faith.

The County will maintain an approved DBE Program and overall DBE goal, if applicable as well as administer its DBE Program in good faith to be considered to be in compliance with this part.

If the County awards and commitments shown on its Uniform Report of DBE Commitments/Awards and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the County will do the following in order to be regarded by the Department as implementing our DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems identified in its analysis and to enable the County to fully meet the goal for the new fiscal year; and
- (3) Prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. The County will retain a copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

Section 26.51 Means Recipients Use to Meet Overall Goals

BREAKOUT OF ESTIMATED RACE-NEUTRAL & RACE-CONSCIOUS PARTICIPATION

The County will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to, the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses, and by making contracts more accessible to small businesses, by means such as those provided under §26.39 of this part.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
- (3) Providing technical assistance and other services;
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on recipient mailing lists for bidders; ensuring the dissemination of lists of potential subcontractors to bidders on prime contracts; provision of information in languages other than English, where appropriate);

- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
- (6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- (7) Establishing a program to assist new start-up firms, particularly in fields in which DBE participation has historically been low;
- (8) Distributing information about the Oregon DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

CONTRACT GOALS

If the County's approved projection estimates that it can meet the entire overall goal for a given year through race-neutral means, the County will implement its program without setting contract goals during that year, unless it becomes necessary in order meet the overall goal.

The Prineville/Crook County Airport will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. The County need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

The County will express its contract goals as a percentage of the Federal share of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

DEMONSTRATION OF GOOD FAITH EFFORTS

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so by either meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as Responsible.

The County will ensure to the best of its ability that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

INFORMATION TO BE SUBMITTED

In the County solicitations for DOT/FAA-assisted contracts for which a contract goal has been established, it will require the following:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:

- (i) The names and addresses of DBE firms that will participate in the contract;
 - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - (iii) The dollar amount of the participation of each DBE firm participating;
 - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
 - (v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
 - (vi) If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- (3) The County will require that the bidder/offeror present the information required by paragraph (2) of this section no later than 2 business days after bid opening as a matter of responsibility.

Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the recipient.

ADMINISTRATIVE RECONSIDERATION (26.53(D))

Within five (5) business days of being informed by the County that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offeror should make this request in writing to the following reconsideration official:

Brian Barney
Crook County Commissioner
300 NE Third St
Prineville, OR 97754
Phone: (541) 447-6555
Email: brian.barney@co.crook.or.us

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The County will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

GOOD FAITH EFFORTS PROCEDURAL REQUIREMENTS (POST-SOLICITATION)

The County will require the contractor that is awarded the contract to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with provisions of Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of the County. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if the County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards, provided that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law;
- (6) The County has determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to the County written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; or
- (10) Other documented good cause that the County has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to the County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE (5) five days to respond to the prime contractor's notice and advise the County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the County may provide a response period shorter than (5) five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

The contractor shall utilize the specific DBEs listed in the contractor's *[bid/solicitation]* response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of the County as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The County will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract, with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If the County requests documentation from the contractor under this provision, the contractor shall submit the documentation to the County within (7) seven days, which may be extended for an additional (7) seven days, if necessary, at the request of the contractor, and the County shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, our contracting office may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

The Prineville/Crook County Airport will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. The County will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

If the firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the County will not count the firm's participation toward any DBE goals, except as provided for in § 26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The County is a non-certifying member of the Oregon Unified Certification Program and will not make determinations of the eligibility of firms to participate as DBEs in DOT-assisted contracts. The County uses the State of Oregon DBE directory, maintained by the Certification Office for Business Inclusion and Diversity (COBID). For more information about the certification process, or to apply for certification, firms should contact COBID. A link to the DBE application website can be found in **Attachment 8**.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The County will not make determinations of the eligibility of firms to participate as DBEs in DOT-assisted contracts. The County is a member of the Unified Certification Program (UCP) administered by the State of Oregon. The UCP will meet all of the requirements of this section. A copy of the signed agreement between the County and the State can be found in **Attachment 9**.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to Recipient

The County understands that if it fails to comply with any requirement of this part, the County may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122.

Section 26.109 Information, Confidentiality, Cooperation, Intimidation or Retaliation

Information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law, will be safeguarded from disclosure to third parties.

Notwithstanding any provision of Federal or state law, the County will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, the County will transmit this information to DOT in any certification appeal proceeding under § 26.89 of this Part or to any other state to which the individual's firm has applied for certification under § 26.85 of this Part.

All participants in the Department's DBE program (including, but not limited to the following: recipients; DBE firms and applicants for DBE certification; complainants and appellants; and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (*e.g.*, with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The County, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this Part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Part. The County, understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

- Attachment 1 Regulations: 49 CFR Part 26 (website link)
- Attachment 2 Organizational Chart
- Attachment 3 Bidder's List Collection Form
- Attachment 4 DBE Directory (website link)
- Attachment 5 Overall Goal Calculations
- Attachment 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
- Attachment 7 DBE Monitoring and Enforcement Mechanisms
- Attachment 8 DBE Certification Application (website link)
- Attachment 9 State/County UCP Agreement
- Attachment 10 Small Business Element Program

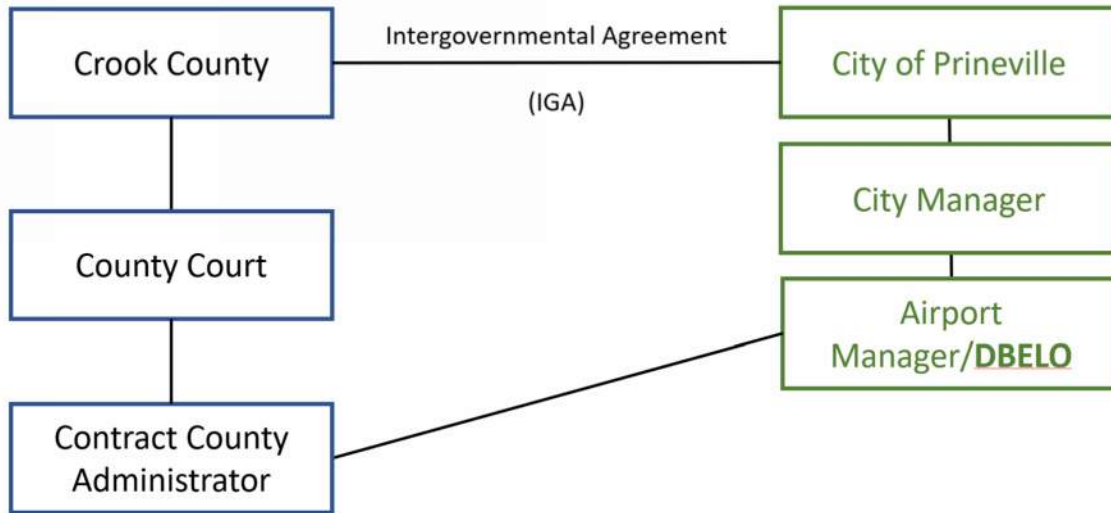
Attachment 1

Regulations: 49 CFR Part 26
(Website Link)

<https://www.ecfr.gov/cgi-bin/text-idx?SID=03244c693412467e551734b3124a572c&mc=true&node=pt49.1.26&rgn=div5#sp49.1.26.a>

Attachment 2

Organizational Chart



Attachment 3

Bidder's List Collection Form

(SAMPLE BIDDERS LIST COLLECTION FORM)

Firm Name Address Phone	DBE or Non-DBE Status*	Age of Firm	Annual Gross Receipts
		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 mil
		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 mil
		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 mil
		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 mil
		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 mil
		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 mil

*Verification via State UCP Directory

Attachment 4

Oregon DBE Directory
(Web Link to DBE directory)

<https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>

Attachment 5

Section 26.45: Overall DBE Three-Year Goal Methodology

To be submitted separately.

Attachment 6

Demonstration of Good Faith Efforts - Forms 1 & 2

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) (Title)

Printed Name _____ Date _____

FORM 2: LETTER OF INTENT

Name of bidder / offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By _____ Date: _____
(Signature)

(Printed Name and Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Submit this page for each DBE subcontractor.

Attachment 7

DBE Monitoring and Enforcement Mechanisms

The County has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Other laws, statutes, regulations, etc. that are available to enforce the DBE requirements.

In addition, the Federal government has several enforcement mechanisms available that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26;
2. Enforcement action pursuant to 49 CFR Part 31; and
3. Prosecution pursuant to 18 USC 1001.

Attachment 8

Oregon DBE Certification Application (Website Link)

<https://oregon4biz.diversitysoftware.com/>

Attachment 9

State /County UCP Agreement

**Intergovernmental Agreement
Administering the Disadvantaged Business Enterprise
Unified Certification Program**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," the State of Oregon, acting by and through its Oregon Business Development Department, hereinafter referred to as "OBDD," referred collectively as "State;" and cities, counties or local partners signing onto this Agreement, hereinafter referred to as "Agency" or "Agencies," all herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes ("ORS") 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The Disadvantaged Business Enterprise ("DBE") program requirements set out in Title 49 United States Code of Federal Regulations ("CFR") § 26.81 (2003) require that all State Agencies receiving federal transportation funds establish a single Unified Certification Process ("UCP") to certify businesses owned by socially and economically disadvantaged, or historically marginalized, individuals as "DBEs". 49 CFR § 26.81 requires that all such state agencies of federal transportation funds sign an agreement establishing the UCP and submit same to the U.S. Secretary of Transportation.
3. As provided in 49 CFR § 26, only firms owned and controlled by socially and economically disadvantaged person(s) are eligible for the DBE Program. The ODOT Office of Civil Rights ("OCR") is responsible for ensuring compliance with the federal regulations in the determination of DBE certification and will act in the capacity of Lead Department for coordinating program participation of the Agencies hereunder. ODOT is responsible to the United States Department of Transportation ("USDOT") for assuring certification of DBEs is performed consistent with 49 CFR § 26.
4. As provided under ORS 200.055(5), OBDD is the sole state agency authorized to certify DBEs as eligible to perform on public contracts in this state. Pursuant to ORS 200.055, the OBDD herein delegates authority for administration of the Oregon UCP DBE Certification Component to its Certification Office for Business Inclusion and Diversity ("COBID").
5. Pursuant to ORS 183.341, OBDD has adopted certification procedures for DBEs under Oregon Administrative Rule ("OAR") 123-200.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. Partnership.

- a. ODOT, OBDD and Agency agree to cooperate and coordinate the administration of DBE certification services as required under 49 CFR § 26.
- b. This Agreement defines the roles and responsibilities of ODOT, OBDD and Agency to continue participation in the UCP. The collective effort of the Parties is hereinafter referred to as the "UCP Partnership" or "Partnership."

2. Funding.

- a. Each Party shall be responsible for funding their own duties and obligations under this Agreement, unless the Parties allocate funding duties or obligations differently amongst themselves by entering into a separate funding agreement.

3. Exhibits Attached and Incorporated.

- a. This Agreement includes the following exhibit, which is attached and incorporated into this Agreement by reference:
 - Exhibit TCD –Terms, Conditions and Definitions

4. Order of Precedence.

Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:

- 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
- 2) Exhibit TCD,
- 3) All other Exhibits,
- 4) Any other attachments,

This provision survives termination of the Agreement.

5. **Term of Agreement; Effective Date.** The term of this Agreement shall begin upon the date all required ODOT and OBDD signatures are obtained. This Agreement shall terminate for all Parties 5 years from the initial date of execution, including Agencies who join the Partnership at a later date.

6. **Termination.**

- a. Any Party may terminate its participation in this Agreement by providing at least 30 calendar days written notice to the other Parties.
- b. Upon mutual agreement of ODOT and OBDD, either ODOT or OBDD may terminate this Agreement effective upon delivery of written notice to all Parties, or at such later date as may be established by ODOT or OBDD; or under the following condition:
 - i. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such services from the planned funding source.
- c. Upon mutual agreement of ODOT and OBDD, either ODOT or OBDD may terminate any Agency or all Agencies participation in this Agreement effective upon delivery of written notice to said Agency or Agencies, and under any of the following conditions:
 - i. If Agency or Agencies fail(s) to provide the services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency or Agencies fail(s) to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
- d. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.

7. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.

8. **No Third Party Beneficiaries.** ODOT, OBDD and Agencies are the only parties to this Agreement, and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision survives termination of the Agreement.

9. **Waiver; Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by both ODOT and OBDD, and all necessary approvals have been obtained. Such waiver, consent, modification or change,

if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. This provision survives termination of the Agreement.

10. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to each Party's Project Manager, and Agencies Contact Representative, at the physical address or email address set forth on the signature page(s). Any notice so addressed and mailed becomes effective 5 days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply).
11. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This provision survives termination of the Agreement.
12. **Counterparts.** This Agreement may be executed in several 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 Agreement so executed shall constitute an original.
13. **Integration.** This Agreement and attached exhibit constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
14. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

MUTUAL PARTIES OBLIGATIONS

1. As provided under ORS 200.055(5) the Parties mutually agree that all DBE certification decisions by COBID shall be binding on all recipients of federal transportation funds within Oregon.

2. The Parties mutually agree to have open and regular communication on matters concerning the UCP and DBE certification. Matters of concern to all Parties include, but are not limited to, process time, staffing, budget, certification issues, directory maintenance and changes in the UCP.
3. The Parties shall cooperate in the administration of the USDOT required UCP, striving for the most efficient use of individual Agency resources in carrying out the UCP.
4. The Parties agree that all certifications shall be pre-certifications, i.e., certifications that have been made final before the due date for bids or offers on a contract in which a firm seeks to participate as a DBE.
5. The Parties mutually agree to notify and make available (via email) to all Parties of the Partnership, any communication to or from the USDOT and respective state or federal agencies regarding DBE certification.
6. The Parties agree to work in partnership during federal audits and performance reviews, this may include but is not limited to, sharing of reports, small business data or holding meetings to work through audit or performance review requirements needed for compliance.
7. The Parties shall not exclude certified DBE firms from participation; deny benefits; or otherwise discriminate against any firms in connection with the award and performance of any contract governed by 49 CFR § 26 on the basis of any federally or state protected class.
8. The Parties shall not directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishments of the objective of this program with respect to individuals of any federally or state protected class.

AGENCIES OBLIGATIONS

1. Each Agency shall designate a representative to attend semi-annual UCP Partnership meetings and any special sessions. In-person, virtual or attendance by teleconference is acceptable. Semi-annual meetings occur in the summer (July or August) and the fall (October or November). OBDD will provide all Agencies reasonable notice of the meeting.
2. Agencies shall list their named representative and contact information to this Agreement on their individual Agency Signature Page, and shall notify ODOT's Project Manager of any contact information changes via email, within 5 business days of said change during the term of this Agreement.
3. Agencies agree that ODOT is the Lead Department for the Partnership.
4. Agencies shall notify OBDD and COBID of any DBE certification issues affecting DBE eligibility for participation in federally assisted projects. OBDD agrees to respond to any requests

associated with this Agreement within 10 calendar days, unless additional time is requested and mutually agreed upon at the time of request. Agencies shall promptly notify OBDD and COBID of complaints received relating to DBE certification or program administration.

ODOT OBLIGATIONS

1. As Lead Department for this Agreement, ODOT will:
 - a. Notify and advise OBDD and Agencies of any change in federal law, USDOT regulation, and changes to ODOT's DBE Program Plan document.
 - b. Notify OBDD and Agencies of training programs relevant to DBE certification function and procedures.
 - c. Review OBDD's COBID determination in any third-party complaints that challenge a DBE's certification status or eligibility.
 - d. Provide ongoing DBE certification expertise, oversight, and conduct process reviews when required.
 - e. Perform annual audits of DBE certification files.
 - f. Assist OBDD in conducting appeals challenging DBE certification decisions, this may include but is not limited to, notifying COBID in writing of any certification issues affecting any DBE's eligibility for participation on federally-assisted projects, or of received relating to DBE certification or program administration
2. ODOT will notify OBDD of any DBE certification issues affecting DBE eligibility for participation on federally-assisted projects.
3. ODOT will promptly notify OBDD of complaints received relating to DBE certification or program administration.
4. ODOT's Project Manager is Deponker Mukherjee, DBE Program Manager, ODOT – Office of Civil Rights, 800 Airport Road SE Salem, OR 97301; phone 971-283-4636; email diponker.mukherjee@odot.oregon.gov, or assigned designee upon absence. ODOT shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

OBDD OBLIGATIONS

1. ODOT and OBDD shall ensure that COBID has sufficient resources and expertise to carry out the requirements of 49 CFR § 26.81.
2. OBDD will promptly notify Agencies regarding any changes in state rules, regulations, statutory proposals or amendments conflicting with federal guidelines in DBE certification.

3. OBDD will not be required to process an application for certification from a firm having its principle place of business outside the State of Oregon, if the firm is not already certified by the UCP in the state in which it maintains its principal place of business.
4. OBDD will share its information and documents concerning DBE applicants with other certifying state agencies that are considering the firm's application.
5. OBDD will maintain a DBE certification database and directory.
6. OBDD will provide Agencies with all necessary DBE certification information required to complete federal reports and data collection.
7. OBDD will follow all certification procedures and standards prescribed in 49 CFR § 26.
8. OBDD will cooperate fully with ODOT in the oversight, review, and monitoring activities of the USDOT and its operating administrations, and implement USDOT's directives and guidance concerning certification matters.
9. OBDD will act in accordance with 49 CFR § 26.83(k). As provided under ORS 200.055(5) COBID may make decisions on applications for certification within 90 calendar days of receiving all information required from the applicant firm. This review period may be extended once, for no more than 60 calendar days, upon written notification to the applicant firm, explaining fully and specifically the reasons for the extension.
10. Subject to Oregon Public Records Law, ORS 192.410 to 192.505, OBDD may not release any information that may be reasonably construed as confidential business information to any third party without the written consent of the DBE applicant, including any and all information not publicly available.
11. OBDD will submit to ODOT the following documentation on each DBE certification within 7 calendar days of receipt of ODOT's written request:
 - a. Copy of letter of determination.
 - b. Copy of site visit.
12. OBDD will notify ODOT and Agency within 7 calendar days upon receipt of written request from ODOT, local agency, or interested party, of any of the following:
 - a. De-certification or denial of DBE certification;
 - b. Third-party challenge;
 - c. Closures or cancellations of any DBE certifications due to a firm's failure to file an annual no-change affidavit; or
 - d. Any withdrawals of DBE certification applications.
13. OBDD will participate in DBE staff training.

14. OBDD will coordinate participation for DBE certification workshops with Agencies, this may include but is not limited to securing a workshop location, inviting attendees, drafting agenda, presenting information, and providing additional required resources.
15. OBDD will provide technical assistance to firms seeking DBE certification, this may include but is not limited to, assistance in filling out forms, gathering required documentation, and identifying firm net worth and ownership.
16. OBDD's Project Manager for this Project is Carrie L. Baxandall, Program Manager- COBID, 775 Summer Street SE, Suite 200, Salem, OR. 97301; phone 971-301-1271; email carrie.baxandall@biz.oregon.gov, or assigned designee upon individual's absence. OBDD shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

STATE OF OREGON, by and through its
Business Development Department

By _____
Chris Cummings , Assistant Director
Economic Development Division

Date _____

OBDD Contact:

Carrie L. Baxandall
Program Manager
OBDD – COBID Section
775 Summer Street SE, Suite 200
Salem, OR 97301
971-301-1271
carrie.baxandall@biz.oregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By Angela M. Crain
Angela M. Crain, Office of Civil Rights Manager

Date 11/16/2022

ODOT Contact:

Diponker Mukherjee
DBE Program Manager
ODOT Office of Civil Rights
800 Airport Road SE
Salem, OR 97301
971-283-4636
diponker.mukherjee@odot.oregon.gov

Note: The Oregon Department of Transportation is committed to complying with all statutory requirements to ensure that it is providing information that is more accessible to people with disabilities, as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and 36 C.F.R. 1194 Appendix A. To request reasonable accommodation for access, due to a disability, to information related to this document, please contact the Oregon Department of Transportation's Procurement Office at phone #503-986-2710 or OPOAdmin@odot.oregon.gov.

EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS

THIRD PARTY CLAIMS: The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. 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 with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which ODOT or OBDD is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), ODOT or OBDD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the other Party or Parties in such proportion as is appropriate to reflect the relative fault of ODOT or OBDD on the one hand and of the other Party or Parties on the other hand, singularly or in combination, 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 ODOT or OBDD on the one hand and of the other Party or Parties 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. ODOT or OBDD'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 ODOT or OBDD had sole liability in the proceeding.
3. With respect to a Third Party Claim for which any other Party or Parties are jointly liable with ODOT or OBDD (or would be if joined in the Third Party Claim), the other Party or Parties 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 ODOT or OBDD in such proportion, singularly or in combination, as is appropriate to reflect the relative fault of the other Party or Parties on the one hand and of ODOT or OBDD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the other Party or Parties on the one hand and of ODOT or OBDD 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. Each other Party's contribution amount in

any instance is each 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.

4. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

DISPUTE RESOLUTION BETWEEN ODOT AND OBDD:

1. ODOT and OBDD agree that any tort liability claim, suit, or loss resulting from or arising out of either ODOT or OBDD's performance of any activities under this Agreement shall be allocated, as between the state agencies, in accordance with law by Oregon Department of Administrative Services' (DAS) Risk Management, for purposes of their respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. ODOT and OBDD agree to notify the DAS Risk Management Division and the other state agency in the event it receives notice or knowledge of any claims arising out of ODOT's or OBDD's performance of, or activities under, this Agreement.
2. ODOT and OBDD understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS 278, and subject to the Oregon Tort Claims Act (ORS 30.260-30.300). ODOT and OBDD agree to accept that coverage as adequate insurance of the other state agency with respect to personal injury and property damage.

OREGONBUYS (State's Electronic Procurement System)

State (ODOT) shall, upon execution of this Agreement, enter the required data into its Electronic Procurement System, per ORS 190.115.

RECORDS

The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of 6 years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

INDEPENDENT CONTRACTOR; EMPLOYMENT COSTS

1. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126.

Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its subcontractors complies with these requirements.

2. All Parties shall perform the services under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
3. Agencies understand and agree that they are not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

GOVERNING LAW; VENUE; CONSENT TO JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and individual Agency or Agencies that arise(s) from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCIES HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

COMPLIANCE WITH LAW

The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.


**Unified Certification Program Agreement
Agency Signature Page**

The Unified Certification Program process is developed and implemented by the Oregon Department of Transportation and the Oregon Business Development Department. Agency recognizes the UCP program as the authorizing process for certification, certification review, and de-certification of firms in the Disadvantaged Business Enterprise Program for the State or Oregon, as required by 49 CFR § 26.81.

Information regarding the Disadvantaged Business Enterprise Program and certification can be found at this link:
<https://www.oregon.gov/biz/programs/COBID/Pages/Frequently-Asked-Questions-%26-Answers.aspx>

[Print Agency name here: CROOK COUNTY] Agency, by execution of this Agreement, hereby acknowledges that its signing representative(s) have reviewed the UCP process and agree to be bound by the terms and conditions of Agreement No. PO-73000-00011634 titled "Administering the Disadvantaged Business Enterprise Unified Certification Program".

Agency has executed this Agreement by its duly authorized representative(s) as of the final date of the signature(s) below:

 _____ Agency Signature	<u>1/3/24</u> _____ Date	<u>County Judge</u> _____ Title
_____ Second Agency Signature (if required in Agency's process)	_____ Date	_____ Title
_____ Agency Counsel (if required in Agency's process)	_____ Date	_____ Counsel's Title

Name & Title of Agency Contact Representative:	<u>Kelly Coffelt, Airport Manager</u>
Address:	<u>4585 SW Airport Rd, Prineville OR 97754</u>
Phone:	<u>(541) 416-0805</u>
E-mail:	<u>Kelly.Coffelt@CrookCountyOR.gov</u>

Agency must send the fully signed Unified Certification Program Agreement Signature Page, including Agency Contact Representative information, as an email attachment to the following:

- ODOT Procurement Office at intergovernmental.agreements@odot.oregon.gov
- ODOT Project Manager for this Agreement, as listed in ODOT Obligations, paragraph 4.

Agreement number PO-73000-00011634 must be referenced in the email subject line.

Attachment 10

Small Business Element

OBJECTIVE: FOSTERING SMALL BUSINESS PARTICIPATION

DBE program regulations, CFR § 26.39, that became effective on February 28, 2011, require that a DBE program must include an element to structure contracting requirements to facilitate competition by small business concerns, including DBEs, taking reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors. All DBE firms are eligible for this program; Crook County does not have a DBE micro-Small Business Element.

DEFINITION

For the purpose of the County's Small Business Element, a small business is defined as: **A company and/or firm whose annual revenue does not exceed one million dollars.** All businesses meeting this criterion will be considered to be small businesses, without regard to race or gender.

STRATEGIES

Prime contracts and subcontracts valued under \$50,000 are available to small businesses as a result of the Airport Improvement Program. The County believes that it is currently meeting the objectives of its construction contracting activities by:

- Ensuring that a reasonable number of prime contracts and subcontracts are of a size that small businesses, including DBEs, can reasonably perform;
- Arranging quantities, specifications, and delivery schedules to facilitate small business participation; and
- Dividing large contracts into multiple bid schedules and bid items to make it easier to define portions of the work to subcontract.

The County will put into place monitoring of consultant-design projects for possible small business participation and encouraging use of small businesses in projects. The County seeks ways to include all available contractors in its contracts. This may include bundling or unbundling jobs or limiting the size of its contracts so that smaller businesses may be awarded contracts. In some cases, jobs usually performed by subcontractors can be performed as an unbundled prime contract, especially if the outcome of the overall project will not be impacted by the unbundled contracting opportunity.

The County provides opportunities for small businesses in contracts awarded using simplified procedures subject to the requirements of applicable Federal, state and local requirements. Through small business outreach, the County, with the assistance of the Department of Transportation DBE program, will assist small firms to become primes and in growing their business to eventually compete on larger contracts.

VERIFICATION

All firms participating in small business contracting opportunities will be verified by the County as to meeting the eligibility criteria of this program. This will be accomplished using the state business records that include any certifications a firm might have, including DBE certification, as well as annual sales volume.

MONITORING / RECORD KEEPING

The County will maintain contact with participating businesses, partners and economic development contacts established through various opportunities and affiliations. Through this contact list, the County will be able to communicate to small businesses about upcoming contracting and subcontracting opportunities, as well as monitor the success of this Small Business Element in past contracting opportunities.

The County will maintain contacts with the Small Business Administration, area economic development companies and associations, the State Department of Labor, and the Department of Commerce in order to offer small businesses assistance in various business growing services. These partnerships will be instrumental in allowing small businesses to grow and learn more about becoming larger companies and being able to bid larger jobs at the County's Airport.

In addition to the above strategies, the County will strive to:

- In multi-year design-build contracts or other large contracts (e.g., for "megaprojects"), require bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform;
- On prime contracts not having DBE contract goals, require the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved; and
- Identify alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.

ASSURANCES

The following Assurances apply to this Small Business element:

1. The program is authorized under state law.
2. Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program.
3. No limits are placed on the number of contracts awarded to firms participating in the program, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses.
4. Aggressive steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.
5. The program is open to small businesses regardless of their location (i.e., there is no local or other geographic preference).

AGENDA ITEM REQUEST



Date:

January 9, 2024

Meeting date desired:

January 17, 2024

Subject:

Agreement with US Geological Survey for study of Crooked River

Background and policy implications:

Several months ago, the County Court heard a presentation regarding concerns about the levels of certain minerals and isotopes in the Crooked River. It is unclear what the source of the minerals might be. There is the possibility that if the source of the high prevalence can be identified, steps could be taken to reduce the inflow into the Crooked River. For instance, if the minerals (such as nitrogen) are due to agricultural practices, a state or federal agency might take action which impacts local farmers or ranchers. If, however, the source of minerals was from some natural feature instead, then perhaps no restrictions on local agriculture would be needed.

A number of different parties executed a funding agreement, contributing \$32,000.00 to Crook County for the purpose of the County engaging the US Geological Survey to conduct a study of the Crooked River. Crook County would contribute an additional \$8,000.00, and be the sole contracting party with USGS.

The attached agreement describes the goals, methods, and costs for the USGS study – including that the USGS will contribute \$20,000.00 itself to the endeavor.

Budget/fiscal impacts:

Under this agreement, Crook County will pay just under \$40,000.00. Under the separate cooperative funding agreement, \$32,000.00 has been provided to the County to execute this project, with \$8,000.00 being contributed by the County itself.

Requested by:

Eric Blaine, County Counsel

Eric.Blaine@crookcountyor.gov

541-416-3919

Presenters:

Eric Blaine, County Counsel

Legal review (only if requested):

Legal has reviewed the attached agreement.

Elected official sponsor (if applicable):

N/A



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oregon Water Science Center
601 SW 2nd Avenue, Suite 1950
Portland, OR 97204

January 10, 2024

Christina Haron
Crook County
200 NE Second Street.
Prineville, OR 97754

Dear Ms. Haron:

Enclosed is a signed original of our standard joint-funding agreement for the project to investigate the sources of nitrate in the Crooked River Basin, during the period January 1, 2024 through September 30, 2025 in the amount of \$39,257 from your agency. U.S. Geological Survey contributions for this agreement are \$20,000 for a combined total of \$59,257. Please sign and return one fully-executed original to Peter Koestner at the address above.

Agency	2024	2025	Total
Crook County	\$38,460	\$797	\$39,257
USGS CMF	\$0	\$20,000	\$20,000
Total	\$38,460	\$20,797	\$59,257

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement **as soon as possible**. If, for any reason, the agreement cannot be signed and returned, please contact Amy Yoder by phone number 541-891-3379 or email ayoder@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Peter Koestner at phone number (503) 730-6709 or email at pkoestner@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

**JOANNA
THAMKE**

Digitally signed
by JOANNA
THAMKE
Date: 2024.01.09
17:22:32 -08'00'

Joanna Thamke
Center Director

Enclosure
24YFJFA048

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #:
Agreement #: 24YFJFA048
Project #: YF00V15
TIN #:

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of January 1, 2024, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Crook County, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the project outlined in the USGS project proposal entitled 'Isotopic identification of nitrate sources in the lower Crooked River, Oregon,' dated June 23, 2023, incorporated herein by this reference, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00.

- (a) \$20,000 by the party of the first part during the period January 1, 2024 to September 30, 2025
- (b) \$39,257 by the party of the second part during the period January 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00.

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #:
Agreement #: 24YFJFA048
Project #: YF00V15
TIN #:

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Amy Yoder
Hydrologist
Address: 601 SW 2nd Ave Ste 1950
Portland, OR 97204
Telephone: 541-891-3379
Fax:
Email: ayoder@usgs.gov

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Name: Chris Gannon
Address: Crooked River Watershed Council 498
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Prineville, OR 97754
Telephone: (541) 447-8567
Fax:
Email: Chris@crwc.info

USGS Billing Point of Contact

Name: Peter Koestner
Budget Analyst
Address: 601 SW 2nd Ave Ste 1950
Portland, OR 97204
Telephone: (503) 730-6709
Fax:
Email: pkoestner@usgs.gov

Customer Billing Point of Contact

Name: Christina Haron
Crook County Finance Director
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Prineville, OR 97754
Telephone: (541) 447-6554
Fax:
Email: Christina.Haron@crookcountyor.gov

U.S. Geological Survey
United States
Department of Interior

Crook County

Signature

JOANNA THAMKE
Digitally signed by JOANNA THAMKE
Date: 2019.09.17:23:01 -08'00'
By _____
Name: Joanna Thamke
Title: Center Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



Isotopic identification of nitrate sources in the lower Crooked River, Oregon

Prepared by:
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U.S. Geological Survey
Oregon Water Science Center
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Portland, Oregon, 97204-3172
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Prepared for:
Crooked River Watershed Council
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Prineville, OR 97754

23 June 2023

Isotopic identification of nitrate sources in the lower Crooked River, Oregon

Background/Introduction/Problem

Seasonal blooms of algae and cyanobacteria in Lake Billy Chinook (LBC), a large, artificial reservoir in Central Oregon, have adversely impacted water-quality conditions for aquatic organisms and recreational users in the reservoir and in the Deschutes River downstream (Oregon Health Authority, 2023; Deschutes River Alliance, 2023; Figure 1). LBC impounds inflows from the Deschutes River, Metolius River, and Crooked River. Nitrate loading to LBC is largely from the Crooked River, which delivers 86 percent of the annual nitrate to the reservoir (Eilers and Vache, 2021). Consequently, reducing the nitrogen load to LBC from the Crooked River watershed is a high priority for organizations working to improve water quality in the Deschutes River basin.

The Crooked River drains 3,004 mi² in central Oregon (Figure 1). Snowmelt originating predominately across the mountainous uplands spanning the northern portion of the watershed feeds the upper reaches of the Crooked River. Two major, artificial reservoirs are located in the watershed: Prineville Reservoir (impounded by Bowman dam) on the mainstem Crooked River and Ochoco Reservoir (impounded by Ochoco Dam) on Ochoco Creek. Upstream of these reservoirs, the river flows through coniferous forests, sage steppe foothills, and riparian meadows. Upstream land use primarily is managed timber, livestock grazing, and irrigated alfalfa and pasture; the human population numbers in the several thousands. Downstream of the reservoirs, the Crooked River flows through the city of Prineville (population 10,736; US Census Bureau, 2023) and a concentrated region of irrigated agricultural lands.

Discharge in the Crooked River is highly seasonal, with greatest flows occurring during snowmelt, which typically occurs during March – May (Figure 2). Throughout most of the river system, summer base flow is meager due to the low-permeability rocks that underlie most of the watershed (Gannett et al., 2001). Late summer discharge upstream of Prineville Reservoir at Oregon Water Resources Department (OWRD) streamgage 14079800 is typically less than 5 cfs (Figure 3). In contrast to the runoff-dominated upper basin, large volumes of groundwater discharge along the lower 20 miles of the Crooked River (Gannett et al., 2001), and account for up to 80% of the discharge entering LBC from the Crooked River during the summer (Eilers and Vache, 2021).

The Crooked River Watershed Council (CRWC) has been leading the effort to characterize the spatial and temporal distribution of nitrate in the Crooked River basin (Mount Hood Environmental Council and Crooked River Watershed Council, 2022). Recent work by CRWC has determined several key facts about nitrate distribution, including: (1) the seasonal peak in nitrate in the Crooked River and most of its tributaries occurs during November – December, (2) nitrate concentrations immediately downstream of Prineville and Ochoco reservoirs are low throughout the year and increase downstream, (3) a substantial increase in nitrate concentration and load occurs as the river flows through the city of Prineville, and (4) the nitrate load in the mainstem increases substantially along the groundwater-dominated lower 20 mi of the river. Building on these findings, this investigation seeks to characterize the source(s) of nitrate to the Crooked River along the reaches with the largest historic nitrate increases.

Objectives

This investigation will characterize the source(s) of nitrate to the Crooked River downstream of Prineville Reservoir, and consists of three tasks:

- (1) calculate loading of total nitrogen and nitrate along the Crooked River downstream of Prineville Reservoir utilizing monitoring data collected by the Crooked River Watershed Council and streamflow data from existing USGS and OWRD gages,
- (2) utilize stable nitrogen and oxygen isotopes of nitrate to characterize nitrate sources in the Crooked River basin downstream of Prineville Reservoir, and
- (3) utilize stable isotopes of water to assess the source of water (and associated nitrate) to the lower 20 mi of the Crooked River.

Task 1 will fill a critical gap in understanding nitrogen load delivery to LBC. Prior studies have focused exclusively on dissolved nitrate, to the exclusion of particulate and organic forms of nitrogen. Task 2 is being undertaken as a proof-of-concept at selected locations where just one or two sources are expected to contribute most of the nitrate loading. Task 3 seeks to identify the regional recharge source for groundwater entering the lower reaches of the river.

Study Relevance and Benefits

This proposed study is of considerable regional interest for fisheries, water, and power management and also for restoration/remediation and recreational activities. The Crooked River has been identified as the largest contributor to nitrogen in LBC. Reducing nitrogen loading is of great interest for mitigating harmful algal blooms and algal growth in the reservoir and in the Deschutes River downstream of LBC. Additionally, impaired water quality affects threatened and endangered salmonids that migrate through Lake Billy Chinook. Completion of this work will provide the cooperator and local stakeholders needed information on source(s) of nitrate loading within the Crooked River basin, which will guide mitigation efforts. Nitrate reduction efforts could have substantial economic impacts to the largely rural community through which the Crooked River flows, with potential impacts to agricultural, industrial, urban, and livestock interests. USGS was sought out for this study as an unbiased and reliable source of information to inform this sensitive topic. The proposed study also serves multiple USGS interests in improving understanding of basin-scale groundwater flow and the hydrology of springs, developing and expanding the use of isotopic tracers for hydrologic investigation, and adds to the USGS National database of groundwater and surface-water chemistry.

Approach

The study approach is divided into three related tasks that will collectively help identify sources of nitrate to the lower Crooked River and nitrate delivery to Lake Billy Chinook. Each task is described below.

Task 1 – Total nitrogen and dissolved nitrate loading along the Crooked River

The goal of this component is to quantify the loads of total nitrogen (TN) and dissolved nitrate (NO₃) along the Crooked River to understand the primary form in which nitrogen is transported down the river during different seasons. This task will rely on nutrient data provided by CRWC, which will be paired with discharge data from existing streamflow gages operated by USGS and OWRD. Load calculations will be conducted at locations where nutrient and streamflow data exist. This is purely an analytical task using existing data and no new data collection is proposed. Resolution of the analysis will depend on the available data.

Task 2 – Characterize sources of in-stream NO₃ using stable isotopes of NO₃

Stable isotopes of nitrogen (¹⁵N/¹⁴N) and oxygen (¹⁸O/¹⁶O) in NO₃ have proven useful in identifying sources of nitrate to streams in some studies (Chang et al. 2002; Pellerin et al., 2009). This task serves as a pilot study to evaluate the utility of this technique to distinguish sources of natural and anthropogenic nitrate in the Crooked River downstream of Prineville Reservoir. Known anthropogenic nitrogen sources in the Crooked River basin include livestock manure, septic effluent, inorganic fertilizer, and effluent from the City of Prineville wastewater treatment plant, all of which have the potential to be distinguished isotopically (Kendall and McDonnell, 1998).

NO₃ isotope samples will be collected at seven locations (Table 1). Five locations are expected to have little seasonal variability and will be sampled one time, including (1) treated discharge from the City of Prineville wastewater treatment plant (WWTP), (2) a domestic well, (3) an agricultural well, (4) Opal Springs main orifice, and (5) an unnamed spring near the Opal Springs main orifice. The Opal Springs sites are located just upstream of streamgage 14087400 (Figure 1). The two remaining sampling locations are on streams (McKay Creek and Lytle Creek) and will be sampled twice to capture the potential seasonal variability in nitrate concentrations and associated isotopic composition. Sampling at the two seasonally variable sites will occur during late summer low-flow conditions and during spring high-flow conditions.

Four of the sampling locations are expected to have just one or two dominant NO₃ sources: (1) treated discharge from the City of Prineville WWTP, (2) a domestic well, (3) an agricultural well, and (4) McKay Creek. It is expected these sites offer the greatest opportunity to isotopically identify NO₃ end members in the Crooked River basin.

Three of the sampling locations may contain up to five different sources of NO₃: (1) Lytle Creek, (2) Opal Springs main orifice, and (3) unnamed spring near the Opal Springs main orifice. These locations will test the ability of the method to isotopically discriminate a dominant NO₃ source within a complex mixture of sources. If successful, samples from the Opal Springs complex may provide useful insight into the source of the NO₃ in the voluminous groundwater discharge along the lower 20 mi of the Crooked River.

Sample collection and analysis

All samples for this task will be collected, processed, and stored by CRWC. Equipment needed for sampling will be provided by CRWC. USGS will provide details on the required equipment and sampling protocols. USGS will train CRWC staff on or prior to the first sample-collection date.

Samples for stable isotopes of nitrate will be analyzed at the USGS Stable Isotope Laboratory in Reston, Virginia. USGS will ship and pay for the analyses for stable isotopes of nitrate. The nitrate isotope results will be stored in and publicly available through the USGS National Water Information System.

The companion nitrate analyses will be collected by staff from CRWC and analyzed at the US Bureau of Reclamation laboratory in Boise, ID. CRWC will ship and pay for the nitrate sample analyses.

Task 3 – Isotopic characterization of water sources in the Crooked River

Stable isotopes of water can be useful for identifying the general geographic origin of water in a sufficiently large basin due to well-understood processes that alter the relative abundance of ^{18}O and ^2H in water molecules of precipitation. Limited data from a previous study in the Deschutes River basin (Caldwell, 1998) documented spatial variability in stable isotopes of water in groundwater. This task proposes to build on that earlier data to better characterize the recharge source of the groundwater inflow along the lower 20 mi of the Crooked River. To realize this objective, quarterly sampling for stable isotopes of water is proposed at nine locations (Table 1).

These data will provide several insights into changing water sources in the Crooked River downstream of Prineville Reservoir, including:

- the isotopic composition and variability of the primary natural upstream sources of water to the Crooked River: mainstem, Ochoco Creek, and McKay Creek,
- the influence of anthropogenic water additions to the river, including groundwater pumpage that might return to the river and imported water from the Deschutes River basin, and
- the likely recharge area for water issuing from the Opal Springs complex.

Sample collection and analysis

All samples for this task will be collected by CRWC. Bottles needed for sampling will be provided by USGS. USGS will provide details on sampling protocols, sample storage, and will train CRWC staff on or prior to the first sample-collection date.

Samples for stable isotopes of water will be analyzed at the USGS Stable Isotope Laboratory in Reston, Virginia. USGS will ship and pay for the analyses for stable isotopes of water. The water isotope results will be stored in and publicly available through the USGS National Water Information System.

References

- Caldwell, R.R., 1998, Chemical study of regional ground-water flow and ground-water/surface-water interaction in the Upper Deschutes Basin, Oregon: U.S. Geological Survey Water-Resources Investigations Report 97-4233, 49 p., <http://pubs.er.usgs.gov/publication/wri974233>.
- Chang, C.C.Y, Kendall, C., Silva, S.R., Battaglin, W.A. and Campbell, D.H., 2011, Nitrate stable isotopes: tools for determining nitrate sources among different land uses in the Mississippi River Basin. *Canadian Journal of Fisheries and Aquatic Sciences*, vol. 59(12), p. 1874-1885. <https://doi.org/10.1139/f02-153>
- Deschutes River Alliance, 2023, 2022 Lower Deschutes River water quality report, 59 p. https://deschutesriveralliance.org/s/2022-WQ-Report_LDR-DraftFINAL.pdf
- Eilers, J.M. and Vaché, K.B., 2021, Water quality study for the Pelton Round Butte project and the lower Deschutes River: monitoring and modeling: MaxDepth Aquatics, Inc., Bend, OR, 586 p.
- Gannett, M.W., Lite, K.E., Jr., Morgan, D.S., and Collins, C.A., 2001, Ground-water hydrology of the Upper Deschutes Basin, Oregon: U.S. Geological Survey Water-Resources Investigations Report 00-4162, 77 p. <https://pubs.usgs.gov/wri/wri004162/>
- Kendall, C., and McDonnell, J.J., eds., 1998, *Isotope Tracers in Catchment Hydrology*: Amsterdam, Netherlands, Elsevier, 839 p.
- Mount Hood Environmental and Crooked River Watershed Council, 2022, Lower Crooked River water quality monitoring project: Mount Hood Environmental, Bend, OR, 32 p.
- Oregon Health Authority, 2023, Cyanobacteria Advisory Archive, <https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/RECREATION/HARMFULALGAEBLOOMS/Pages/archive.aspx>, Accessed 20 June 2023.
- Pellerin, B.A., Downing, B.D., Kendall, C., Dahlgren, R.A., Kraus, T.E.C., Saraceno, J., Spencer, R.G.M. and Bergamaschi, B.A., 2009, Assessing the sources and magnitude of diurnal nitrate variability in the San Joaquin River (California) with an in situ optical nitrate sensor and dual nitrate isotopes. *Freshwater Biology*, vol. 54, p. 376-387. <https://doi.org/10.1111/j.1365-2427.2008.02111.x>
- United States Census Bureau, 2023, Quick Facts web site, <https://www.census.gov/quickfacts/fact/table/prinevillecityoregon/PST045222>, accessed 15 March 2023.

Data Management Plan

The only data being generated by the proposed study are chemical analyses that will be conducted at the USGS Reston Stable Isotope Laboratory (RSIL) using established analytical methods that are documented on the RSIL web site. Data will be collected using established protocols described in the National Field Manual or on the RSIL web site. An appropriate number and type of QA/QC samples will be collected (see below). Results of chemical analyses generated by RSIL will be stored in NWIS. Data from USGS labs will be reviewed by ORWSC staff upon receipt for accuracy and approved for release before the end of the study.

Quality Assurance/Quality Control (QA/QC)

Concurrent or split environmental replicate samples will be collected for stable isotopes of oxygen and nitrogen in nitrate and stable isotopes of water. One sample for nitrogen isotopes (11 percent of samples) and two samples for stable isotopes of water (6 percent of samples) will be collected. Other types of QA/QC sample collection (blanks, spikes, source solution standards) are not applicable for these analytes in the field. In addition to field QA/QC, RSIL has a comprehensive QA/QC program in place, participates in international interlaboratory comparisons, and is internationally recognized as a reliable source of isotopic standards for use in other laboratories.

Products

The primary products of this study are the chemical analyses. These data will be stored in NWIS and made publicly available. A USGS Open-File report will be produced that summarizes the study results. A companion data release will be produced that compiles all the chemical data used in the report.

Timeline

Project Element	Apr-Jun 2023	Jul-Sep 2023	Oct-Dec 2023	Jan-Mar 2024	Apr-Jun 2024	Jul-Sep 2024	Oct-Dec 2024	Jan-Mar 2025	Apr-Jun 2025
Site Reconnaissance									
Training									
Sampling									
Report Preparation									

Personnel

Study staff will include:

Hank Johnson, Research Hydrologist, USGS ORWSC

Amy Yoder, Hydrologist, USGS ORWSC

Budget Summary

Agency	FY 2023	FY 2024	FY 2025	Total Project
Crook County	\$ 14,511	\$ 23,949	\$ 797	\$ 39,257
USGS	\$ -	\$ -	\$ 20,000	\$ 20,000
Total	\$ 14,511	\$ 23,949	\$ 20,797	\$ 59,257

Job Hazard Analysis

JOB HAZARD ANALYSIS	JOB DESCRIPTION: Water-quality data collection and data processing at a desk	PAGE OF	DATE: 06/09/2023	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> REVISED
	EMPLOYEE/OPERATOR: Hank Johnson	SUPERVISOR: Amanda Garcia	ANALYSIS BY:	
ORGANIZATION: U. S. Geological Survey	LOCATION: Lower Crooked River basin and office		CERTIFIED BY: Lori Fischer Occupational Health and Safety Specialist	
JOB TASK	POTENTIAL HAZARDS UNSAFE ACTS OR CONDITIONS	REQUIRED PERSONAL PROTECTIVE EQUIPMENT		
Loading and unloading the equipment.	Pinching fingers, back strain.	Stay alert, be aware of hand placement, use proper lifting techniques, lift with legs. Use caution lifting heavy equipment.		
	Slippery conditions	Use appropriate footwear when mud, snow, or ice conditions exists.		
Driving to and returning from the worksite	Traffic accidents.	Stay alert, be aware of other traffic around you, obey traffic laws and reduce speed when weather conditions are bad. Watch for downed utility lines. Each employee operating a government vehicle is required to take a defensive driving course.		
	Stranded in remote areas.	Ensure someone knows where you are going and where you will be staying if an overnight trip is expected. Implement an office call-in procedure every night to ensure someone knows everything is OK. If required call in not made, ensure someone will begin rescue effort.		
Parking the vehicle	Personal and vehicle safety when exiting the vehicle in traffic.	Use hazard lights, assess road-shoulder condition, and wear reflective vest when working in or near roadway.		
	Biting dogs	Be aware of surroundings before exiting the vehicle.		
	Potentially hostile landowner	Get owner's permission before entering private property		

Accessing worksite on foot	Stranded in remote areas.	<p>The primary safety assurance will be working in groups of 2 or more people. Someone can go for help if needed.</p> <p>When available satellite communication devices will be used.</p> <p>Ensure someone knows where you are going and where you will be staying if an overnight trip is expected.</p> <p>Implement an office call-in procedure every night to ensure someone knows everything is OK. If required call in not made, ensure someone will begin rescue effort.</p>
	Slips, trips, and falls	<p>The primary safety assurance will be working in groups of 2 or more people. Someone can go for help if needed.</p> <p>Appropriate footwear for conditions and slow methodical movement while completing work.</p>
Processing water samples in field	Exposure to excessive heat or cold	<p>Trip communication plan, including daily check-in plan; appropriate clothing; sufficient food and water.</p> <p>Heat and Cold stress training is required for all employees working in extreme conditions.</p>
Sitting for long periods of time	Back and neck strain	Set chair at proper height, set monitor at correct angle, sit with good posture, take frequent breaks, do stretching exercises.
Typing	Carpal tunnel syndrome	Take frequent breaks from typing, use ergonomic furniture, make sure keyboard is at proper height and angle, do hand exercises.
Mouse work	Tendonitis	Make sure mouse is at proper height and angle, take frequent breaks, use ergonomic mouse/mouse platform.
Viewing monitor for long periods of time	Eye strain	Look away from screen every few minutes, make sure screen is clean and in focus, make sure screen is angled where there is no glare on screen, have vision checked regularly.

Figures and Tables

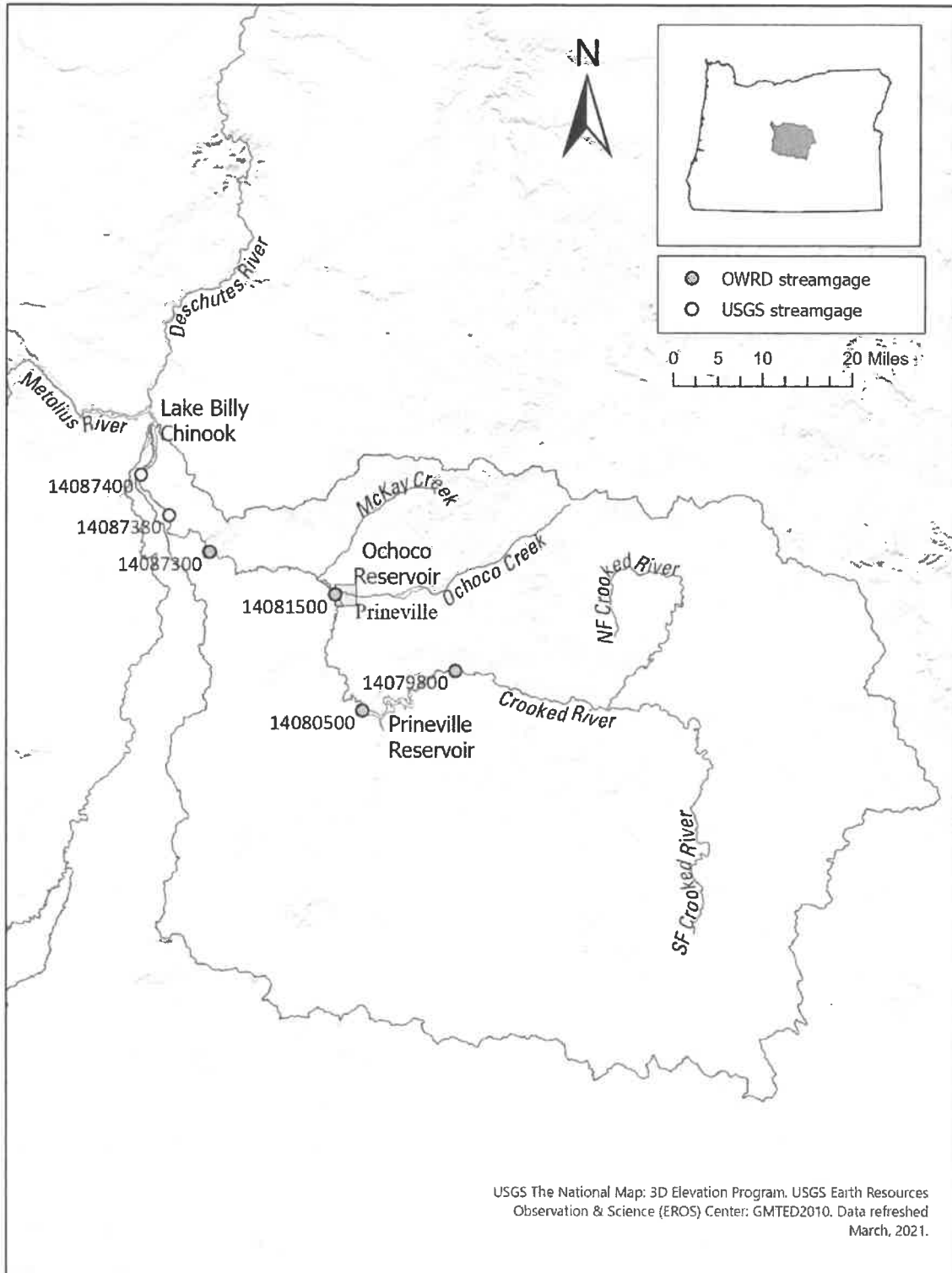


Figure 1. Location map for proposed study area.

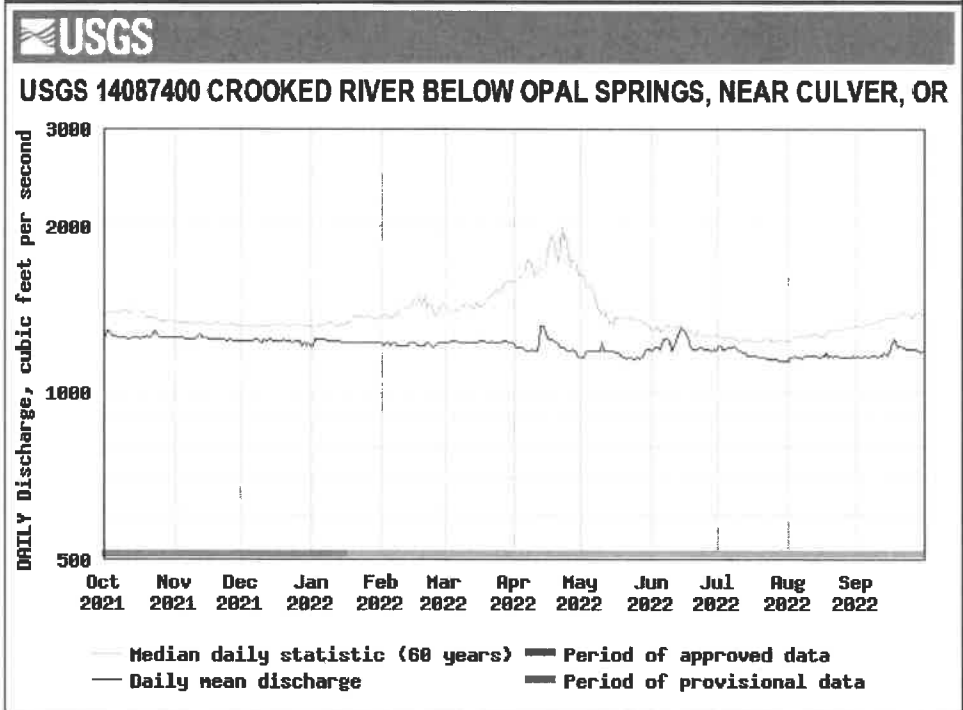
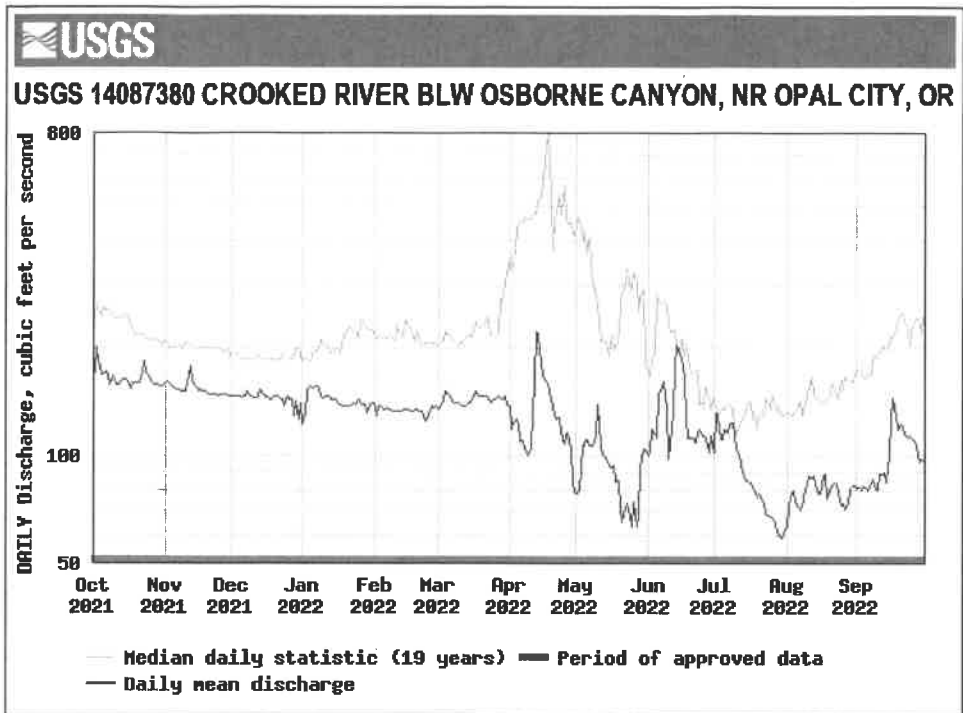


Figure 2. Mean daily discharge of Crooked River for water year 2022 and period-of-record at (a) Osbourne Canyon and (b) Opal Springs.

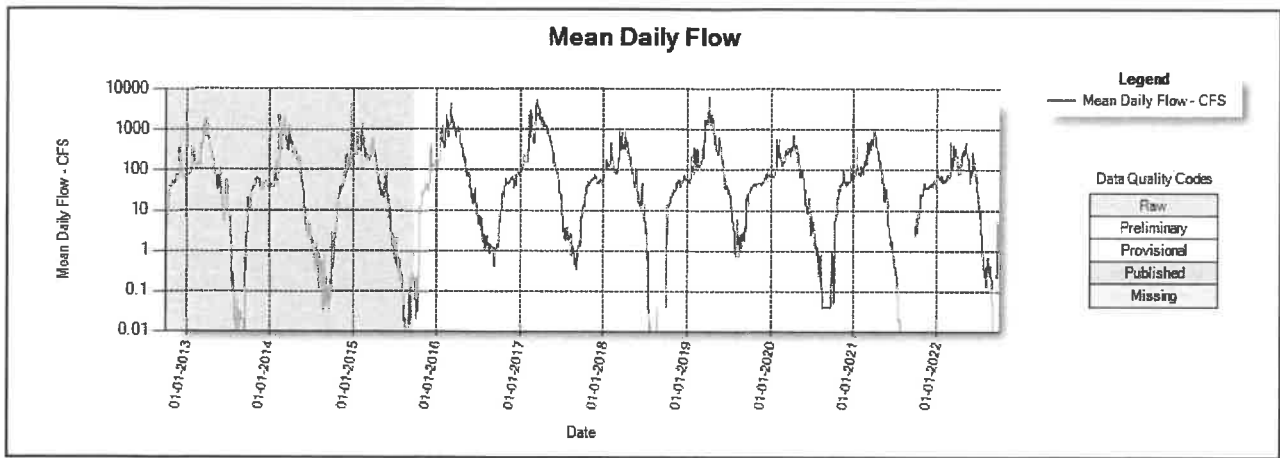


Figure 3. Mean daily discharge of Crooked River above Prineville Reservoir for water years 2013 – 2022; Oregon Water Resources Department streamgage 14079800.

Site Name	Latitude	Longitude	Streamgage	Expected nitrate sources	Number of Samples	
					Nitrogen isotopes (Task 2)	Water isotopes (Task 3)
Crooked River at Les Schwab Park	44.28654	-120.84398	none	I, M, N, S		4
City of Prineville wastewater treatment plant (treated effluent)	tbd	tbd	none	W	1	
Ochoco Creek at mouth	44.32201	-120.88815	none	I, M, N, S		4
McKay Creek at USFS boundary	44.45095	-120.74462	OWRD 14085700	M, N	2	4
domestic well in Lytle Creek basin (NO3 > 10 mg/L)	tbd	tbd	na	I, S	1	
shallow well in or immediately downgradient of agricultural field	tbd	tbd	na	I, M	1	
Lytle Creek at mouth	44.34393	-120.74462	none	I, M, N, S	2	
Crooked River d/s of Lytle Creek	44.34533	-120.96780	none	I, M, N, S, W		4
Crooked River at Terrebonne	44.36814	-121.13866	OWRD 14087300	I, M, N, S, W		4
Crooked River at Osbourne Canyon	44.42736	-121.23436	USGS 14087380	I, M, N, S, W		4
Opal Springs main orifice	44.49058	-121.29809	none	I, N, S	1	4
Unnamed spring near Opal Springs main orifice	44.47857	-121.30206	none	I, N, S	1	4
Crooked River d/s Opal Springs	44.49263	-121.29886	USGS 14087400	I, M, N, S, W		4

Table 1. Proposed sampling locations. The value in columns 6-7 is the proposed number of samples at each site. The values in column 5 are the expected nitrate sources contributing to the site: I, inorganic fertilizer; M, manure; N, natural soil sources; S, septic; W, treated wastewater effluent. Latitude and longitude expressed in decimal degrees using North American Datum of 1983.

Crook County

300 E. Third Street
 Pineville, Oregon 97754
 (541) 447-6555 Fax (541) 416-3851

PURCHASE ORDER

NO 026

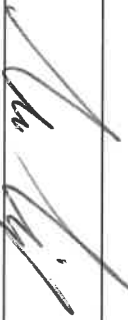
Page 145

This number must appear on all correspondence and invoices.

Ordered From:
 Helena Agri-Enterprises, LLC
 4802 N. Florida St
 Spolskan WA 99217

Ship To:
 Crook County Weed Control
 1306 N. Main
 Prineville OR 97754

Date Ordered	Date Requested	Ship Via	Description	Terms	FOB:	Unit Price	Amount
Fund 708	Dept. 2385	Category 520.05-05	Line Item	Qty.			
			Residual Herbicides (Road Dept.)				
			Esplanade 200 SC 8x2.5gallons → 20gallons			\$1442/gal	\$28,940. ⁰⁰
			Oust XP 3+25lbs → 75lbs			\$25. ⁰⁰ /lb	\$1,875. ⁰⁰
			Antares Pro 1x30gallons			\$390/gal	\$11,700. ⁰⁰
			Grounded-W 2.5gal x 50gal			\$19.90/gal	\$995. ⁰⁰
TOTAL							43,510. ⁰⁰

Department Approval 

County Court Approval

AGENDA ITEM REQUEST



Date:

January 9, 2024

Meeting date desired:

January 17, 2024

Subject:

Order 2024-02 – RFP Evaluation Committee Policy

Background and policy implications:

The public procurement process can be difficult to navigate, especially when evaluating responses to Requests for Proposals or Requests for Qualifications. The enclosed policy seeks to establish a County-wide process for Evaluation Committees to follow that will comply with the law, provide a fair and impartial evaluations, and facilitate the effective identification of the most qualified proposers.

Budget/fiscal impacts:

N/A

Requested by:

*John Eisler; Asst. County Counsel
John.eisler@crookcountyor.gov; 541-416-3919*

Presenters:

John Eisler – Discussion Agenda

Legal review (only if requested):

Legal drafted

Elected official sponsor (if applicable):

N/A

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

IN THE MATTER OF ADOPTING)
A POLICY REGARDING THE)
EVALUATION OF PROPOSALS) ORDER NO. 2024-02
FOR PUBLIC PROCUREMENTS)
AND SOLICITATIONS)
BY SELECT COMMITTEE)

WHEREAS, the interests of the County and its citizens are served through public contracting practices designed to provide effective outcomes that represent optimal value to the County; and

WHEREAS, the County’s various departments solicit outside consultants and contractors for a variety of services and products each year; and

WHEREAS, the County benefits from a clear, efficient, straightforward, adaptable, and legally compliant solicitation process for public procurements; and

WHEREAS, impartial and open competition protects both the integrity of the public contracting process and the competitive nature of public procurements; and

WHEREAS, ethical and fair dealing, honesty, and good faith on the part of County officials and those who do business with the government instills public confidence and maximizes the economic investment in public contracting.

NOW, THEREFORE, the Crook County Court adopts the recitals above as its Findings of Fact, and ORDERS and DIRECTS, based upon the above recitals, that:

Section One: The attached Policy, entitled Crook County RFP Evaluation Committee Policy, is adopted. Staff are directed to undertake such steps and activities as may be necessary or prudent to effectuate the Policy.

Section Two: The County Counsel’s Office is authorized to make nonsubstantive changes to the Policy from time to time. Such changes may include but are not limited to: the correction of typos or such other changes as may be necessary to comply with operative law.

DATED this _____ day of January, 2024.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Susan Hermreck

Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Susan Hermreck	___	___	___	___
Brian Barney	___	___	___	___



Crook County

RFP Evaluation Committee Policy

January 2024



Crook County

RFP Evaluation Committee Policy

January 2024

Overview and Goals

The overarching goal of this RFP Evaluation Committee Policy (the “Policy”) is to facilitate open and impartial competition, through clearly identified rules and policies, that ensure an efficient use of County resources and the selection of goods and services that will best serve the interest of the County. While much of the selection process is dictated by law, this Policy is designed to permit the Procurement Lead and Evaluation Committee enough flexibility to adapt the procurement process appropriately for each individual procurement.

This Policy is to be used for each Request for Proposals or Request for Qualifications (collectively referred to herein as “RFPs”) issued on behalf of Crook County. This Policy is to be referenced frequently by Procurement Leads and Evaluation Committee members to maintain compliance with statutes, rules, and County policies in the procurement process. This Policy shall be updated periodically to conform to changes in law and efforts to achieve its overarching goal.

The Procurement Lead

Each procurement process under this Policy will be directed by a Procurement Lead, typically the head of the department seeking the good or service that is the focus of the procurement. The Procurement Lead will be the person responsible for ensuring this Policy is followed. The Procurement Lead has a variety of functions, including:

- Scheduling and leading meetings with the Evaluation Committee and/or interviews with proposers;
- Answering questions of evaluators;
- Collecting all records of the evaluation process;
- Performing initial reviews of the proposals for responsiveness;
- Contacting listed proposer references; and
- Preparing and presenting the recommendation to the County Court.

Evaluation Committee Selection

The Evaluation Committee will be selected by the Procurement Lead. Evaluators shall be selected based on specific expertise or knowledge related to the solicitation’s requirements. Each Evaluation Committee should be comprised of between three to five evaluators, based on the complexity or significance of the RFP and availability of evaluators.

Evaluation Committee Responsibilities

Serving as an evaluator on an Evaluation Committee is a difficult task. The RFPs often deal with complex, specialized procurements; proposals can be numerous and dense; multiple meetings are involved; and one proposer rarely stands head and shoulders above the rest. Beyond that, the evaluation process is governed by state and local (and often federal) law and subject to protest. Adherence to this Policy by evaluators should decrease the likelihood of a misstep. The following responsibilities are particularly important.

Impartiality

Each evaluation scoring sheet contains a certification that the evaluator does not have an actual or potential conflict of interest. These terms are defined by statute and included in the Definitions section at the end of this Policy. It is imperative that no member of an Evaluation Committee has a conflict of interest as it pertains to any specific procurement. A conflict may be present that does not involve the evaluator directly, but a family member or business interest of the evaluator.

If someone is invited to participate on an Evaluation Committee and thinks they may have, or could be perceived to have, a conflict of interest, please contact the Procurement Lead immediately and describe the situation. In consultation with the Legal Department, the Procurement Lead will review the circumstance of the potential conflict and determine whether it is necessary to exclude the person from participating in the Evaluation Committee and seek an alternative evaluator.

Accountability

The solicitation process is subject to Oregon Public Records Law. Proposal evaluations are part of the solicitation process and are thus public records, including the names of the evaluators and the evaluation scoring sheets. Following a notice of intent to award, proposers and members of the public have the right to review evaluations of proposals and use that information to determine whether to submit a protest.

Deviation from this Policy by an evaluator could have serious consequences, ranging from an evaluator's scores being excluded to cancelling a particular RFP and starting the whole process over. If an evaluator has any questions regarding this Policy or the proper process for a particular RFP, please contact the Procurement Lead immediately.

Contact with Others

Throughout the evaluation process, evaluators should take precautions to ensure the integrity of the selection process. Proposers and proposing firms should have no contact with evaluators regarding an RFP during the selection process. Evaluators should not discuss the proposals or opinions of the proposers with anyone outside of an Evaluation Committee meeting. Evaluators shall not disclose Protected Information, as defined herein.

Pre-Evaluation Meeting

The Procurement Lead shall schedule a Pre-Evaluation Meeting with the Evaluation Committee. The purpose of the meeting is to give the Evaluation Committee an introduction to the procurement and develop an evaluation schedule. During this Pre-Evaluation Meeting, the Procurement Lead will:

- Share the RFP and any addenda issued with the Evaluation Committee;
- Detail the evaluation process as described in this Policy, as applied to the particular RFP;
- Review the timeline requirements for the RFP and the scoring criteria;
- Discuss any potential conflicts of interest with the evaluators; and
- Distribute the proposals and scoring sheets.

Evaluation and Scoring

The Procurement Lead will perform the initial review of all proposals to ensure all proposals meet the submission and responsiveness requirements. All proposals distributed to the Evaluation Committee must be evaluated and scored by each evaluator based on the proposer's response to the scoring criteria enumerated in the RFP.

Before the Selection Meeting, each evaluator shall:

- Read the RFP and any addenda;
- Read each of the proposals prior to assigning any points;
- Complete an independent evaluation of each proposal using the scoring sheet;
- If there are subcriteria, each subcriterion is to be given equal weight unless directed otherwise in the RFP;
- Score each proposal solely on its response to the scoring criteria in the RFP; and
- Provide comments on the scoring sheet with the reasoning behind the score for each criterion.

Should an evaluator have a question regarding information in the RFP or a proposal, please direct the question to the Procurement Lead. The Procurement Lead will then follow up and provide the answer or clarification to the Evaluation Committee.

Selection Meeting

The Selection Meeting is an important part of the procurement process. At the Selection Meeting, the Evaluation Committee will come together, with completed scoring sheets, to discuss the relative strengths and weaknesses of the submitted proposals and typically decide the highest-ranked proposer. The Procurement Lead may inquire with proposers' listed references either before or after the Selection Meeting.

During the Selection Meeting, the Procurement Lead will walk the Evaluation Committee through either each proposal or each criterion. Committee members are encouraged to discuss the reasoning behind each score. Committee members do not need to agree on the scores—the whole point of an Evaluation Committee is to have a diversity of knowledge and opinions. During this discussion, it is permissible for an evaluator to adjust or amend their scoring sheet, provided the evaluator discovered new, critical information or had an item clarified during the meeting, and any adjustments are supported by new written comments and initialed by the evaluator.

After the review of the proposals, the Procurement Lead will gather all scoring sheets. Each scoring sheet will be scanned to the file. The Procurement Lead will then prepare a scoring matrix by averaging the scores of each criterion by the evaluators for each proposal and totaling the scores for each proposal.

Interviews

Interviews may be a part of the selection process. Interviews are a required element of some procurements, and a right reserved by the County in procurements where there is no clear highest-ranked proposer. If proposers are to be interviewed, the Procurement Lead will schedule the interviews between the full Evaluation Committee and the selected proposers. The Evaluation Committee should meet before the scheduled interviews to discuss a format, goals, and desired questions during the interview. The interviews should be structured to enable the Evaluation Committee to come to a final recommendation. Evaluators should amend or supplement their scores following the interview process.

Selection Process

At the conclusion of the evaluation process, the Procurement Lead will prepare a memorandum for the County Court and make a recommendation for award. The memorandum should include a background of the RFP, list the proposers, include the scoring matrix, and describe the process involved in the selection of the highest-ranked proposer.

Following a motion by the County Court naming the highest-ranked proposer or awarding the contract to the highest-ranked proposer, the Procurement Lead will consult with the Legal Department to draft and deliver necessary notices. The notices include a Notice of Intent to Award to the selected proposer, letters to the other proposers, and a publication on the County's website. At the expiration of the bid protest period, the Procurement Lead will coordinate with the Legal Department to finalize and execute the contract and secure any necessary tax or insurance documentation.

Definitions

“**Actual conflict of interest**” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private pecuniary benefit or detriment of the person or the person’s relative or any business with which the person or a relative of the person is associated unless the pecuniary benefit or detriment arises out of circumstances described in “potential conflict of interest,” below.

“**Bidder**” means a person that submits a bid in response to an invitation to bid.

“**Consultant**” means an architect, engineer, photogrammetrist, transportation planner or land surveyor.

“**Goods**” includes supplies, equipment, materials, personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto, and combinations of any of the items identified in this paragraph.

“**Goods and services**” includes combinations of any of the items identified in the definitions of “goods” and “services.”

“**Invitation to bid**” means all documents, whether attached or incorporated by reference, used for soliciting bids.

“**Lowest responsible bidder**” means the lowest bidder who:

- (A) Has substantially complied with all prescribed public contracting procedures and requirements;
- (B) Has met the standards of responsibility set forth in ORS 279B.110 or 279C.375;
- (C) Has not been debarred or disqualified by the contracting agency under ORS 279B.130 or 279C.440; and
- (D) If the advertised contract is a public improvement contract, is not on the list created by the Construction Contractors Board under ORS 701.227.

“**Person**” means a natural person capable of being legally bound, a sole proprietorship, a corporation, a partnership, a limited liability company or partnership, a limited partnership, a for-profit or nonprofit unincorporated association, a business trust, two or more persons having a joint or common economic interest, any other person with legal capacity to contract or a public body.

“**Potential conflict of interest**” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private pecuniary benefit or detriment of the person or the person’s relative, or a business with which the person or the person’s relative is associated, unless the pecuniary benefit or detriment arises out of the following:

(a) An interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position.

(b) Any action in the person's official capacity which would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged.

(c) Membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

"Procurement" means the act of purchasing, leasing, renting or otherwise acquiring goods or services. "Procurement" includes each function and procedure undertaken or required to be undertaken by a contracting agency to enter into a public contract, administer a public contract and obtain the performance of a public contract under the Public Contracting Code.

"Proposer" means a person that submits a proposal in response to a request for proposals.

"Protected Information" means (1) All documents, materials, information, and communications designated as confidential by the County; (2) Proposer Submittals; (3) all documents, materials, information, and communications submitted by Proposers in response to County requests that pertain to or supplement Proposer Submittals; (4) communications made and information presented by Proposers at oral presentations as part of the evaluation process; (5) all communications between the County and Proposers relating to Proposer Submittals, their evaluation, or the evaluation process; (6) the Evaluation and Selection Procedures; (7) all communications among evaluators and between evaluators and County representatives pertaining to Proposer Submittals, their evaluation, or the evaluation process; (8) the evaluations and preliminary worksheets, calculations, notes, and other materials prepared by evaluators during the evaluation process; (9) all other information and communications that in any way relate to the evaluation process, Proposer Submittals, or evaluator deliberations; and (10) all other documents, materials, information and communications relating to the Project, Proposers, Proposer Submittals, evaluations, or Evaluation and Selection Procedures, that might be considered sensitive, or that could adversely impact either the integrity of the evaluation and selection process or the public's perception of the fairness of that process.

"Public contract" means a sale or other disposal, or a purchase, lease, rental or other acquisition, by a contracting agency of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or

maintenance necessary to preserve a public improvement. “Public contract” does not include grants.

“**Public improvement**” means a project for construction, reconstruction, or major renovation on real property by or for a contracting agency that use, directly or indirectly, public funds and do not include those projects which are emergency work, minor alterations, or ordinary repair or maintenance.

“**Public official**” means any person who, when an alleged violation of ORS 244 occurs, is serving Crook County or any other public body as defined in ORS 174.109 as an elected official, appointed official, employee, or agent, irrespective of whether the person is compensated for the services.

“**Request for proposals**” means all documents, whether attached or incorporated by reference, used for soliciting proposals.

“**Responsible bidder**” or “**responsible proposer**” means a person who meets the standards of responsibility described in ORS 279B.110.

“**Responsive bid**” or “**responsive proposal**” means a bid or proposal that substantially complies with the invitation to bid or request for proposals and all prescribed procurement procedures and requirements.

“**Services**” mean services other than personal services designated under ORS 279A.055, except that, for state contracting agencies with procurement authority under ORS 279A.050 or 279A.140, “services” includes personal services as designated by the state contracting agencies.

Evaluation Committee Certification and Scoresheet

Project Name:

Evaluator Name:

Date:

Certification

I, _____ hereby certify that I have read the County’s Evaluation Committee Policy (the “Policy”) and agree to adhere to the Policy as well as all laws and regulations governing this solicitation. My signature herein certifies that I have no actual or potential conflict of interest, as defined in the Policy, and I agree to read each of the proposals in their entirety and provide an impartial assessment based solely on the criteria in the solicitation. Moreover, I agree not to disclose any matters identified as Protected Information, as defined in the Policy.

Name and Title

Signature

Date

Proposer:		
Criterion	Comments	Points Awarded
1. Criterion 1 (max points)		
2. Criterion 2 (max points)		
3. Criterion 3 (max points)		
4. Criterion 4 (max points)		
5. Criterion 5 (max points)		
Total Points		

Proposer:		
Criterion	Comments	Points Awarded
1. Criterion 1 (max points)		
2. Criterion 2 (max points)		
3. Criterion 3 (max points)		
4. Criterion 4 (max points)		
5. Criterion 5 (max points)		
Total Points		

Proposer:		
Criterion	Comments	Points Awarded
1. Criterion 1 (max points)		
2. Criterion 2 (max points)		
3. Criterion 3 (max points)		
4. Criterion 4 (max points)		
5. Criterion 5 (max points)		
Total Points		

Proposer:		
Criterion	Comments	Points Awarded
1. Criterion 1 (max points)		
2. Criterion 2 (max points)		
3. Criterion 3 (max points)		
4. Criterion 4 (max points)		
5. Criterion 5 (max points)		
Total Points		

Proposer:		
Criterion	Comments	Points Awarded
1. Criterion 1 (max points)		
2. Criterion 2 (max points)		
3. Criterion 3 (max points)		
4. Criterion 4 (max points)		
5. Criterion 5 (max points)		
Total Points		

AGENDA ITEM REQUEST



Date:

January 7th, 2024

Meeting date desired:

January 17th, 2024 County Court Meeting

Subject:

Amend Carlson Testing, special inspection services contract at Justice Center

Background and policy implications:

This scope of work shall be amended as needed to complete the balance of special inspection services required to support the Justice Center construction. Previous value was \$13,984.75, additional funding estimate has been coordinated with contractor and special inspection services project manage and forecasted to completion at \$12,920.00. Revised and final value of the amendment to be \$126,904.75.

Budget/fiscal impacts:

This budget transfer is to be supported by the existing Capital Projects Justice Center 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):

Completed January 5th, 2024

Elected official sponsor (if applicable):

NA

**CHANGE ORDER
NO. 2**

DATE: January 17, 2024

OWNER'S PROJECT: Crook County Justice Center

OWNER: Crook County, a political subdivision of the State of Oregon

CONTRACTOR: Carlson Testing, Inc.

NATURE OF CHANGE: Addition of firestopping inspection services and increase in masonry inspection services due to smaller pours and infills.

ATTACHMENT AND EXHIBITS: 2024 Project Budget Change Order #2 request attached hereto as Exhibit A.

CONTRACT PRICE PRIOR TO CHANGE ORDER:	\$113,984.75
NET CHANGE IN PRICE RESULTING FROM THIS CHANGE ORDER:	\$12,920.00
CURRENT CONTRACT PRICE INCLUDING THIS CHANGE ORDER:	\$126,904.75

Owner and Contractor amend the terms of the Construction Contract as follows:

- The total contract price shall not exceed the sum of ONE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$126,904.75), except as modified by a subsequent change order signed by both Owner and Contractor.
- All work shall be done in strict accordance with the terms of the Work Authorization and Change Order No. 1 except as herein provided.

OWNER
CROOK COUNTY

CONTRACTOR
Carlson Testing, Inc.

Seth Crawford, Crook County Judge
Date _____

By: _____

Printed Name

Susan Hermreck, County Commissioner
Date _____

Its: _____
Date: _____

Brian Barney, County Commissioner
Date _____



Agenda Item Request

Date:

January 16, 2024

Meeting date desired:

January 17, 2024 – Court Session Discussion

Subject:

Approve Judge to sign Audit Management Representation letter on behalf of County Court

Background and policy implications:

The annual management representation letter for the audit contains a series of statements that confirm certain facts and assurances about the company's financial information, including the completeness and accuracy of financial records, disclosures of relevant information, and adherence to accounting principles. It is required to be signed by the Finance Director and the County Judge on behalf of the County Court.

Budget/fiscal impacts:

NA

Requested by:

Christina Haron, CPA, Crook County Finance Director

christina.haron@crookcountyor.gov

Presenters:

Christina Haron, CPA, Crook County Finance Director

christina.haron@crookcountyor.gov

Legal review (only if requested):

This document has been reviewed and edited by the Crook County Legal Counsel.

CROOK COUNTY



Finance Department/Treasurer's Office

200 NE Second Street • Prineville, OR 97754 • Phone: 541.447.6554 • Fax 541.447.3069

January 8, 2024

Pauly, Rogers and Co., P.C.
12700 S.W. 72nd Avenue
Tigard, Oregon 97223

This representation letter is provided in connection with your audit of the financial statements of Crook County, which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter, including our responsibility for the preparation and fair presentation of the financial statements and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

- 7) Adjustment or disclosure have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- 8) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit.
- 9) As you have directed, we have requested that the County's outside counsel communicate directly with you regarding all known actual or possible litigation, claims, and assessments against the County. To the extent such litigation, claims, and assessments are handled internally by County personnel, we have disclosed all such material litigation, claims, and assessments, in conformance with the definition of "material" contained in your communication with the County of December 2023. Such definition of "material" may differ from the definition contained in this letter.
- 10) Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the Court, either approved by the Court or in draft form, or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of federal awards.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements, in conformance with the terms of Paragraph 9 of "Financial Statements" above.
- 18) We have disclosed to you the identity of the County's related parties and all the related party relationships and transactions of which we are aware.

Government—specific

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have a process to track the status of audit findings and recommendations.
- 21) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 22) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 23) The County has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 24) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 25) We have identified and disclosed to you all instances of identified or suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
- 26) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 27) As part of your audit, you assisted with preparation of the financial statements and related notes, GASB 34 conversions, and provided adjusting journal entries. We acknowledge our responsibility as it relates to those nonattest/nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes, GASB 34 conversions and adjusting journal entries.
- 28) The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 29) The County has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 30) We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
- 31) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 32) The financial statements properly classify all funds and activities.
- 33) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 34) Components of net position (net investment in capital assets; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.
- 35) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.

- 36) Provisions for uncollectible receivables have been properly identified and recorded.
- 37) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 38) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 39) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 40) Special and extraordinary items are appropriately classified and reported.
- 41) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 42) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 43) Capital assets have been evaluated for impairment as a result of significant and unexpected decline in service utility. Impairment loss and insurance recoveries have been properly recorded.
- 44) We have appropriately disclosed the County's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 45) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 46) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 47) With respect to Oregon Minimum Standards:
 - a. The Entity was in compliance with all of the provisions of the Oregon Local Budget Law, if there were any violations they were disclosed to you.
 - b. The Entity's deposits are adequately covered by federal depository insurance or certificates of participation at all times during the year.
 - c. The Entity's investments comply with the legal requirements pertaining to the investment of public funds contained in ORS 294.035.
 - d. There are no known instances of uncorrected non-compliance with ORS Chapters 279 A, B and C (public contracts and purchasing).
 - e. The Entity's insurance and fidelity bond coverage is adequate.
 - f. The Entity's bonded debt outstanding was within the provisions of ORS 552.645.
 - g. The Entity had no outstanding endorsed warrants.
 - h. The Entity complied with the regulations for state highway funds, if any received.
- 48) With respect to GASB Statement No. 68:

- a. We have reviewed and have found reasonable all of the formulaic assumptions used by the Plan Auditor to derive the net pension asset/liability attributed to the County.
 - b. We have made available any schedules or reports furnished to us related to the Oregon Public Employees Retirement System.
 - c. We have reconciled our payroll-related PERS charges with the data the Public Employees Retirement System received.
 - d. We have reviewed and agree to the consistency of the data used and calculated between all GASB 68 exhibits (A-H) of the Plan Auditor.
 - e. We agree to the methodology for allocating pension expense between functions, and if applicable, between government and business-type funds.
- 49) We understand that we may incur additional audit fees if any changes are made to the financial statements after audit procedures have been performed on those account balances, revenue or expenditure totals.
- 50) With respect to the supplementary information on which an in relation to opinion is issued:
- a) We acknowledge our responsibility for presenting the supplementary information in accordance with accounting principles generally accepted in the United States of America, and we believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- 51) With respect to federal award programs:
- a) We are responsible for understanding and complying with and have complied with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including requirements related to preparation of the schedule of expenditures of federal awards.
 - b) We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
 - c) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
 - d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

- e) We acknowledge that your firm's peer review report has been made available on the AICPA's website.
- f) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- g) We are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- h) We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- i) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- j) We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the OMB Compliance Supplement, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards OR confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- k) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- m) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).
- n) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- o) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- p) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- q) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.

- r) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditors' report.
- s) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- t) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- u) We have charged costs to federal awards in accordance with applicable cost principles.
- v) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- w) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- x) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- y) We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

Signature: _____

Signature: _____

Title: Crook County Judge

Title: Finance Director