



CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, September 18, 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 Board ratification which are not expected to generate discussion. Any member of the Board may request removal of an item for separate discussion or vote. All remaining items are approved in a single motion.)

- 1. Approve Minutes**
- 2. OHA 2023-2025 Intergovernmental Agreement Amendment 11**
- 3. Runway 15-33 Reconstruction Contract with TaylorNW**

DISCUSSION

- 4. Four road crossing in existing road crossing in Millican OHV area approval**
Requester: Joe Merrill
King of the Kastle, LLC
- 5. Supplemental Budget Hearing - Order 2024-42 Adopting a Supplemental Budget for Crook County Fiscal Year 2024-25**
Requester: Jamie Berger
Budget Manager
- 6. Amendments to Justice Center Funding Agreements**
Requester: John Eisler
Assistant County Counsel

COMMISSIONER UPDATES

PUBLIC COMMENT

EXECUTIVE SESSION

The Crook County Board of Commissioners will now meet in executive session under ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions; ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations; 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; and ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.

Representative of the news media and designated staff shall be allowed to attend the executive session.* All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

7. **ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.**
8. **ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.**
9. **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.**
10. **ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.**

NOTICE AND DISCLAIMER

The Crook County Board of Commissioners 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 Board of Commissioners has published this PDF file. This file contains the material to be presented before the Board of Commissioners 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 Board of Commissioner meeting is held. The material contained herein may be changed at any time, with or without notice.

ANY WARRANTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION.

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

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

Additional Items

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

Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 09/17/2024 at 8:34 AM

**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES
OF APRIL 24, 2024, WORK SESSION
Open Portion**

Be It Remembered that the Crook County Board of Commissioners met in a regularly scheduled Work Session on April 24, 2024, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Board Members Present: Commissioner Seth Crawford, Commissioner Brian Barney, and Commissioner Susan Hermreck

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Executive Administration Assistant Sarah Puerner; Sheriff John Gautney; Undersheriff Bill Elliott; Chief Administrative Deputy Stephanie Wilson; Finance Director Christina Haron; Airport Manager Kelly Coffelt; Landfill Manager Jacquie Davis; Administrative Assistant Breyanna Cupp; Office Manager Alex Solterbeck; Fairgrounds Manager Casey Daly; Health and Human Services Director Katie Plumb; District Attorney Kari Hathorn; Budget Analyst Jamie Berger; Community Development Director Will Van Vactor; Assessor Jon Soliz; Clerk Cheryl Seely; Library Director Sarah Beeler; Administrative Assistant Mona Glade; Health Programs Facilitator Shelby Fisher; Lieutenant Andrew Rasmussen; Business Analyst Micheala Edwards; Appraiser Jason Elliott; Appraiser Stephanie West; Modernization Manager Stephanie O’Neal; Appraiser Shannon Alleman; Health Programs Facilitator Alanna Spry; Administrative Assistant Wanda Smith; Associate Planner Hannah Elliott; Building Official Randy Davis; Clinic Manager Kim Fox; Lieutenant Mitch Madden; Natural Resources Policy Coordinator Tim Deboodt; Assessment Technician Senior Linda Pepper; Operations Manager Katrina Weitman; WIC Certification Specialist Lizabeth Toledo; Administrative Assistant Allison Hildebrand; Christina Hannigan; Robert George; Katie Slattery; Vance Jacobson; Garth Finley; Monty Kurtz; Kara Becker; and members of the public.

WORK SESSION

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

Public Comment: None

Discussion item #1: Compensation schedule report and update from Vance Jacobson, consultant:

Requester: Andy Parks

Details: Contract County Administrator Andy Parks updated the Board of Commissioners during the Work Session on the compensation study. An agreement had previously been made with Vance Jacobson to revise the county’s compensation schedule for unrepresented employees. Mr. Jacobson has now completed this update, which included extensive consultations with the Sheriff’s Office and department directors across the organization. The revision introduces career ladders for various positions and an accompanying implementation plan. The proposed start date for these changes is the pay period beginning May 1, 2024. Implementing the new schedule is

expected to increase the county's payroll expenses by approximately 2.0-3.0% as we adjust from the current to the new salary structure. Additionally, a Cost-of-Living Adjustment (CPI) is anticipated on July 1, 2024. These expenses have been accounted for in the proposed fiscal year 2025 budget, set to be presented in May. The update aims to elevate the county's pay scale from the current 35th to 38th percentile to the 50th to 55th percentile in the market. This item will be placed on the agenda for discussion during the May 1st Regular Session to allow for additional feedback.

Discussion item #2: Update on CAFFA grant status:

Requester: Jon Soliz

Details: Assessor Jon Soliz updated the Board of Commissioners on the CAFFA Grant, which directs specific revenues back to counties for A&T budget funding, initiated by HB 2338 in 1989. Funding comes from interest on overdue property taxes and fees from recorded documents. These funds are managed in county-specific accounts and redistributed quarterly by the Department of Revenue. All 36 state counties participate, but the grant's total funding has halved since its start. Recent trends show an 18% shortfall in expected funds over the past five years, with annual revenue fluctuations ranging from \$184K to \$286K, peaking during the COVID pandemic. The main beneficiaries of these funds are the Assessor's, Finance, IT, GIS, and Clerk's offices.

MOTION to do an out of court signature for the CAFFA grant. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #3: Discussion about County response to Ochoco National Forest draft decision notice for Mill Creek Vegetation Management Plan:

Requester: Tim Deboodt

Details: Natural Resource Policy Coordinator Tim Deboodt attended the Work Session to address Crook County's response to the Ochoco National Forest concerning the Mill Creek Vegetation Management Plan. Crook County has already submitted comments during the draft Environmental Assessment (EA) phase of the plan. The Natural Resource Advisory Committee (NRAC) is currently working on drafting comments for the County to review in response to the draft decision notice. These comments need to be finalized and submitted before the Forest Service's deadline on May 3, 2024.

Discussion item #4: Annual review of suggested updates to Crook County Fiscal Policies:

Requester: Christina Haron

Details: Finance Director Christina Haron attended the Work Session to propose updates to the County's fiscal policies, which are included in the budget document to guide the fiscal stability of the County. These policies cover a broad range of financial management aspects including accounting, auditing, financial reporting, internal controls, budgeting, revenue and expenditure control, asset management, cash and investment management, debt financing, and pension funding. The proposed edits aim to modernize terminology, such as replacing "County Court" with "Board of

Commissioners" and updating "County Judge" to "Board of Commissioners Chair or County Manager." Other changes include updating the minimum net working capital requirements for the Landfill and Crook County Road Agency, aligning grant funding requirements with the Crook County Code, and refining the language around asset capitalization. These amendments will be presented on the consent agenda on May 1st for final approval.

Discussion item #5: Purchase of snowplow/dump truck for airport operations:

Requester: Kelly Coffelt

Details: Airport Manager Kelly Coffelt attended the Work Session seeking approval to purchase a new snowplow or dump truck. The Airport is currently using a 44-year-old ODOT surplus truck that requires maintenance exceeding its value. A suitable used, later-model truck has been identified that fulfills the airport's requirements. After discussions with the finance department, it has been confirmed that the Airport's budget can accommodate this purchase. The cost of the truck is approximately \$38,000, with an additional \$5,000 for shipping.

Discussion item #6: Zoom Contract Approval:

Requester: Stephen Chellis

Details: Chief Information Officer Stephen Chellis attended the Work Session to request approval and signature authority for a 3-year contract with Zoom. The contract includes 190 user licenses and 7 Conference "Zoom Room" licenses, taking advantage of a Zoom Fiscal Q1 promotion valid through April 2024. This promotion offers free use of a fully licensed platform until July 26, 2024, followed by a 3-year agreement with an additional 5% discount. The Zoom contract ensures fully licensed use, conference room upgrades, and consolidates county video and chat communications. This expenditure is included in the proposed budget for FY25. The first annual invoice, due on July 26, 2024, aligns with the FY25 budget timeframe. The contract secures a 15% discount, reducing the annual cost from \$41,800 to \$35,530, with the total for the 36-month contract being \$106,590. Credits will be applied for any existing licenses.

MOTION to do an out of court signature for the zoom contract. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #7: Okta SSO + Adaptive MFA contract approval:

Requester: Stephen Chellis

Details: Chief Information Officer Stephen Chellis attended the Work Session to seek approval and signature authority for an annual contract with Okta. The proposed contract amount is \$22,673.50, which includes a 15% end-of-quarter discount promotion, contingent on approval by April 29, 2024. This contract is crucial for enhancing our digital security infrastructure, providing robust identity management solutions that are integral to safeguarding the organization's data and systems. Approval of this contract will ensure continued protection and operational efficiency across all county departments.

MOTION to approve the CDWG contract for the grand total of \$22,673.50 and to sign out of court. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #8: Grant Agreement - Crook County Safe Streets for All Grant (USDOT):

Requester: Will Van Vactor

Details: Community Development Director Will Van Vactor attended the Work Session seeking approval from the Board of Commissioners (BOC) to execute a grant agreement. Crook County has been awarded a \$96,000 grant from the U.S. Department of Transportation to prepare and adopt a Safety Action Plan, with the county providing an additional in-kind contribution of \$24,000. The plan may either stand alone or be integrated into the ongoing Transportation System Plan (TSP) update. The intention is to engage the same consultant who is currently working on the TSP update to also develop the Safety Action Plan. However, work on the Safety Action Plan cannot commence until the grant agreement is officially executed. The total project cost stands at \$120,000, with the federal government contributing \$96,000 and the county contributing the remaining \$24,000 in-kind. This agenda item is scheduled for final approval on May 1st.

Discussion item #9: Community Development Monthly Update:

Requester: Will Van Vactor

Details: Building Official Randy Davis provided a monthly update during the Work Session, focusing on the current status of department services, including permit and application activity. The construction numbers are holding steady compared to last year, with 185 homes currently under construction. Additionally, there are 749 residential permits and 278 active commercial permits, with the industrial sector showing robust activity. Commercial prospects remain strong overall. The transition to digital plan reviews is ongoing, and the state now mandates the acceptance of digital submissions. The Justice Center project is progressing smoothly. However, planning numbers are still low, and permit activity is slow. We anticipate an equity increase soon, which may spur further development. Katie McDonald will be assuming additional responsibilities. There's also a proposal from Dollar General to open a new store in Juniper Canyon, and we encourage sending any comments to the planning commission. The On-Site department is showing improvement with a gradual increase in site evaluations.

Discussion item #10: Sheriff's Office Update:

Requester: Bill Elliott

Details: Undersheriff Bill Elliott attended the Work Session to provide the Board of Commissioners with a statistical update from the Sheriff's office, comparing March 2023 to March 2024. There has been a notable decrease in various types of incidents: assaults, domestic violence reports (down by 7), harassment cases, and strangulations (5 cases this month). Burglaries and drug-related cases have also decreased, with zero drug cases reported this month and DUIs down by 9, marking a 45% decrease. There has been no change in mental health holds. Conversely, thefts have risen by 14%, trespassing is up by 65%, and unattended deaths have increased from last year. Total calls for service reached 1,457, which is a 36% increase compared to the previous year. This rise

in calls is attributed to the warmer months, which typically see more activities such as drinking and public events, and generally more people are active around the County.

Discussion item #11: Review proposed Ordinance 343, regarding updates to County purchasing and procurement rules:

Requester: Eric Blaine

Details: County Counsel Eric Blaine attended the Work Session to request the Board of Commissioners to review proposed Ordinance 343. The purpose of the discussion, scheduled for April 24, is to determine if the commissioners wish to make any amendments before the ordinance proceeds to its first reading and a public hearing. If there is sufficient interest, a second reading and another public hearing could be scheduled for a date at least 13 days after the first. It's important to note that Ordinance 343 currently lacks an emergency clause. Including such a clause would permit the scheduling of the second reading sooner than 13 days after the first and would allow the ordinance to take immediate effect upon approval. Without this clause, and assuming approval follows the second reading, the ordinance would become effective on the 91st day post-approval. The County contracts with Code Publishing to update its online County Code. This ordinance would modify approximately 26 pages of the existing code. Historically, the County has been charged \$23.50 per page for such updates. The budget for this update is fully supported by existing departmental funds.

Administrator Report:

Andy Parks relayed an update from Library Director Sarah Beeler regarding the Juniper Canyon Resiliency Hub. Ms. Beeler is seeking feedback on a letter she recently emailed to the Commissioners and needs this input by Friday. Commissioner Barney has suggested involving the Planning Commission in this initiative. Additionally, there is a focus on the Library board trustees becoming acquainted with existing processes and strategies for future appointments. Regarding the Compensation Committee, the first meeting is scheduled for two weeks from now, where part-time/full-time status, salary, and duties will be discussed. The population of the County will be considered during these discussions. The job descriptions received from other counties, along with input from Vance Jacobson, will be presented at this meeting. Andy Parks and Christina Hannigan will provide support for this meeting.

Commissioner Updates:

Commissioner Crawford received a call Jason Wilkinson with PrineTIME and needing a letter of support. PrineTIME is working with COIC on the services as well. The letter of support is to PrineTIME Internet Solutions Broadband Deployment Program application for development of broadband infrastructure in Crook County. PrineTIME has provided fiber optic transport and wireless internet services to Crook County for over 20 years. The letter has a deadline of tomorrow and Jason was hoping to have signed asap to submit within the deadline.

MOTION to sign the letter of support outside the Board of Commissioners Meeting. Motion seconded. No discussion. Motion carried 3-0.

Commissioner Crawford additionally mentioned there was a very good clean up on Juniper Canyon Road. Commissioner Crawford has been working with Brad Haynes at the Road Department to come up with a plan for what that will look like in the future.

Commissioner Barney would like to have a policy in place because in the past we have not supplied vests or signs for community members wanting to pick up trash at Juniper Canyon.

Commissioner Barney received an invoice from City of Prineville for the Justice Center and the amount is higher than his authority to sign off on. Some of the items on the invoice need to be installed so looking for approval of this invoice.

MOTION to pass the City of Prineville's invoice in the amount of \$67,899.38 for the Justice Center. Motion seconded. No discussion. Motion carried 3-0.

Commissioner Hermreck briefed the board on the potential development of an Events Center in Jackson County. She plans to gather further information at the upcoming stakeholders meeting to explore how Crook County might implement a similar concept. Additionally, Commissioner Hermreck provided an update on the ongoing water contamination issue, including efforts to address affected locations. However, she noted that the date for the listening session in May has not yet been finalized.

At 11:07 a.m. the Board of Commissioners 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; ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations; and ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

EXECUTIVE SESSION

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

MOTION to direct staff to draft a lease extension as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

MOTION to authorize Legal Counsel to discourse, negotiate, and approve an agreement on behalf of the County as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 2-0. Commissioner Crawford abstained from voting and recused himself from the discussion.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 12:40 p.m.**

Respectfully submitted,
Sarah Puerner / Breyanna Cupp

**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES
OF MAY 1, 2024, REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Board of Commissioners met in a Regular Session meeting on May 1, 2024, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Board Members Present: Commissioner Seth Crawford, Commissioner Susan Hermreck, and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Executive Administrative Assistant Sarah Puerner; Clerk Cheryl Seely; Administrative Assistant Breyanna Cupp; Road Superintendent Brad Haynes; Airport Manager Kelly Coffelt; Natural Resources Policy Coordinator Tim Deboodt; Finance Director Christina Haron; Landfill Manager Jacquie Davis; Office Manager Alex Solterbeck; Administrative Assistant Mona Glade; Assessor Jon Soliz; Fairgrounds Manager Casey Daly; Library Director Sarah Beeler; Chief Information Officer Stephen Chellis; District Attorney Kari Hathorn; Juvenile Director Erika Frickey; Health and Human Services Director Katie Plumb; Budget Analyst Jamie Berger; Systems Administrator Chelsea Watson; Undersheriff Bill Elliott; Chief Administrative Deputy Stephanie Wilson; Health Programs Facilitator Shelby Fisher; Contract County Administrator Andy Parks; Modernization Manager Stephanie O'Neal; Patient Accounts Technician Wendy McCoy; Health Programs Facilitator Alanna Spry; Business Analyst Micheala Edwards; Health Programs Facilitator Destiny Flock; Appraiser Jason Elliott; Appraiser Shaun Christofferson; Appraiser Stephanie West; Assessment Technician Linda Pepper; Assistant Building Official Terry Weitman; Operations Manager Katrina Weitman; Permit Technician Sherry Reinks; Onsite Coordinator Julie Lancaster; Rebecca Keegan; Katie McDonald; Robert George; Wanda Smith; Christina Hannigan; Vance Jacobson; Stephen Gilday Chaplain; Monty Kurtz; Mike Ervin; Steve Nagorski; and members of the public.

REGULAR SESSION

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

Public Comment: None

Consent Agenda:

1. Approve Minutes
2. Annual review of suggested updates to Crook County Fiscal Policies
3. Grant Agreement - Crook County Safe Streets for All Grant (USDOT)
4. Extension of Hangar Lease

MOTION to approve the consent agenda as presented. Motion seconded. No discussion. Motion carried 3-0.

Additions: Cheryl Seeley, County Clerk – Voter’s Pamphlet

County Clerk Cheryl Seely noticed that two measures were inadvertently omitted from the voter's pamphlet, despite being early submissions. Upon realizing the omission, the submitters contacted the Clerk via email. Although the Secretary of State does not issue supplemental pamphlets, our county has the option to produce its own corrective materials. While one company could not meet the printing deadline before the election, another provided a bid for the supplemental flyers at approximately \$4,600.00. While the county is not legally required to distribute these supplements, the election director suggested that we could alternatively post an official statement on the county's website. Moving forward, County Clerk Seely plans to utilize both social media and the county website to inform citizens about the missed measures.

Discussion item #5: Consider adopting compensation study report prepared by JB Reward Systems:

Requester: Andy Parks

Details: Contract County Administrator Andy Parks updated the Board of Commissioners on the comprehensive review and update of the County’s compensation schedule for unrepresented employees, conducted by Vance Jacobson. The revision includes career ladders and an implementation plan aiming for a start date of May 1, 2024. This adjustment is expected to cost the county about 2.0-3.0% of current salaries and includes a CPI adjustment set for July 1, 2024, all accounted for in the fiscal year 2025 budget. The new compensation schedule aims to elevate the County’s pay scale from the 35th-38th percentile to the 50th-55th percentile in the market. A meeting is recommended to allow department heads to provide input on the compensation changes and the reevaluation of some positions. Further, the Commissioners requested additional time to review the final document and discuss next steps in a subsequent session. Undersheriff Bill Elliott highlighted the need for further revisions, particularly for the title changes for the Sheriff’s Office, and reevaluation of salaries for front office staff, jail nurses, and the mental health coordinator.

Discussion item #6: Review Draft County letter, responding to Ochoco National Forest draft decision notice for Mill Creek Vegetation Management Plan:

Requester: Tim Deboodt

Details: Natural Resources Policy Coordinator Tim Deboodt attended the Regular Session to request approval for a draft objection letter regarding the Mill Creek Vegetation Management Plan. During the draft Environmental Assessment (EA) phase, Crook County submitted its comments. The Natural Resource Advisory Committee (NRAC) is currently working to finalize comments on the draft decision notice, which the County will review before the Forest Service's comment deadline on May 3, 2024.

MOTION to support the Ochoco National Forest draft decision notice for the Mill Creek Vegetation Management Plan. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #7: Purchase of snowplow/dump truck for airport operations:

Requester: Kelly Coffelt

Details: Airport Manager Kelly Coffelt attended the Regular Session to request authorization for the purchase of a snowplow/dump truck. The Airport is currently using a 44-year-old ODOT surplus truck, which now requires maintenance that far exceeds the truck's value. A suitable replacement, a used 2012 model, has been identified that meets the airport's requirements. The finance department has confirmed that funds are available for this purchase. The cost of the truck is approximately \$38,000 with an additional \$5,000 for shipping, totaling a budget not to exceed \$45,000. For comparison, similar trucks are priced between \$47,000 and \$94,900, plus shipping costs from the Midwest.

MOTION to allow the purchase of a snowplow/dump truck for the airport operations. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #8: Confirming reappointment of two wolf committee members:

Requester: Ellie Gage

Details: Commissioner Seth Crawford requested that the Board of Commissioners confirm the reappointment of two members to the Crook County Wolf Committee. The positions, currently held by Elaina Huffman and Libby Rodgers, expired in June 2023. The committee has recommended that both members be reappointed to continue their roles.

MOTION to approve Order 2024-24 for the reappointment of Libby Rogers and Elaina Huffman to the Wolf Committee. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #9: Approval of fee waiver cards for livestock producers disposing of carcasses at the County Landfill:

Requester: Ellie Gage

Details: Commissioner Seth Crawford presented on behalf of Ellie Gage proposing fee waiver cards for the disposal of animal carcasses. Removing carcasses from ranching areas is a widely recognized method across the West for reducing conflicts between livestock and large carnivores. By waiving the landfill fees, which currently stand at \$60 per ton, the proposal aims to support livestock producers in managing carcass disposal more effectively. The Board of Commissioners requested that the Wolf Committee develop a plan and set guidelines for these waiver cards, and to present their proposal at the next work session.

Discussion item #10: Consider recommendation of award of contract for 6,000 tons of chip seal rock to low bidder:

Requester: Eric Blaine

Details: Road Superintendent Brad Haynes attended the Regular Session to recommend a bidder for the chip sealing contract to the Board of Commissioners. Earlier in the year, the County sought bids for 6,000 tons of rock, sized between three-eighths of an inch and a quarter of an inch. Three bids were received. After thorough evaluation, the lowest bid from Pulguero Rock and Stone Company was found to meet all criteria as a "responsible bidder" according to Oregon public contracting law. Staff recommends that the BOC award the contract to Pulguero Rock and Stone as the lowest responsive, responsible bidder. Additionally, staff suggests that the BOC authorize the

signing of the contract outside of a regular Board meeting. Normally, the County prefers not to proceed in this manner; however, in this instance, the contract and its terms were explicitly included in the project solicitation, allowing full review by both bidders and the public.

MOTION to award the Road Department contract 2024-02 to Pulguero Rock and Stone Co LLC for the price of \$144,000 and to sign the contract out of court following the bid protest period. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #11: Public hearing, Ordinance 343, regarding County purchasing and procurement rules, and declaring an emergency. First reading:

Requester: Eric Blaine

Details: Eric Blaine, County Counsel, attended the Regular Session to discuss updates to the county's purchasing rules. During the last work session, the ordinance review took place, and the commissioners requested two specific revisions to the draft. The first revision concerns the inclusion of an emergency clause. The second revision pertains to Section 3.12.045, which addresses the approval of grants. The existing rule stipulates that only the county court has the authority to approve grants.

MOTION to read the ordinance by title only. Motion seconded. No discussion. Motion carried 3-0.

Public hearing opened. With no public input or comments received, the public hearing was closed.

This item will be placed on the May 15th agenda for the second reading. Any changes received between now and then will be addressed at that session.

Discussion item #12: Public Hearing for Text Amendment 217-24-000016-PLNG and draft Ordinance 344 to bring zoning ordinances into compliance with current State statutes and regulations, provide clear and objective criteria within the zoning ordinance to provide for greater understanding of requirements, allow for local flexibility in interpreting code language, edit code language that is incorrect, and remove references to outdated or removed sections:

Requester: Will Van Vactor

Details: Community Development Director Will Van Vactor and Senior Planner Katie McDonald attended the Regular Session to discuss proposed amendments to Ordinance 344. The amendments include the introduction of the Farm Brewery Use under EFU Ordinance 1816, prompted by the new provisions of Senate Bill 287. They also covered updates to the template dwelling standards in the forest zone, which the state updated in 2019. The implementation has been gradual, with Crook County being the last to enforce these updates in November 2023. These changes are now being integrated into the county code to reflect the state's modifications; residents have already been notified as the changes took effect when passed by the state. Additionally, adjustments to the accessory dwelling unit (ADU) standards were discussed, reflecting state law that now permits ADUs in rural residential zones—a shift from the previous restriction to urban

growth boundaries and city limits. Katie also addressed the outdoor lighting ordinance, focusing on compliance with established standards.

MOTION to read the ordinance by title only. Motion seconded. No discussion. Motion carried 3-0.

Public hearing opened. With no public input or comments received, the public hearing was closed.

This item will be placed on the May 15th agenda for the second reading.

Administrator Report:

Andy Parks reported that Jamie Berger and Christina Haron recently met with the budget committee for an orientation session to answer questions and facilitate introductions. In other updates, Airport Manager Kelly Coffelt is seeking approval for a \$150,000 grant from the Oregon Department of Aviation's Pavement Maintenance Program (PMP). This program is funded by revenue from aviation fuel sales, creating a financial resource to support Oregon airports. The grant will help the county save on airport maintenance costs, particularly in areas like crack sealing and patching, which are covered under the program. By accepting the grant, the county commits to maintaining the airport for public use for the next 20 years.

MOTION to designate Kelly Coffelt as the County's representative to sign the agreement. Motion seconded. No discussion. Motion carried 3-0.

Commissioner Updates:

Commissioner Hermreck announced that the DEQ will be visiting on May 7th, and she has scheduled a zoom meeting with Zavi. The listening session remains set for May 30th. Will Van Vactor has requested that a calendar invite for the May 7th meeting be shared with him.

Commissioner Crawford brought up that the Senate recently passed legislation concerning wolf management across the lower 48 states. Adding to the discussion, Tim Deboodt expressed that while this development marks a significant step, there remain important concerns to address; it does not imply unrestricted management but rather highlights the need for continued, careful consideration in how wolf populations are handled.

Public Comment: None

County Counsel Eric Blaine raised concerns regarding an executive item scheduled on the agenda, specifically about whether to hold a public hearing or an executive session for the individual involved. After discussing the matter, Commissioner Hermreck, who had initially been advised by outside counsel to prepare a list of concerns for the executive session and place item 2b on the agenda, agreed with Mr. Blaine's recommendation. Mr. Blaine advised that the session should be postponed to provide

the individual with at least 24-hour notice to choose between a public or executive session. Consequently, Commissioner Hermreck concurred with removing item 2b from the agenda, and they decided to convene outside of the regular session to deliberate further on this issue.

At 11:47 a.m. the Board of Commissioners convened 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 Board of Commissioners convened back into Open Session, inviting members of the public into the meeting room.

There being no further business before the Court, the meeting was **adjourned at 12:17 p.m.**

Respectfully submitted,

Sarah Puerner / Breyanna Cupp

AGENDA ITEM REQUEST



Date:

9/4/2024

Meeting date desired:

9/18

Subject:

OHA 2023-2025 Intergovernmental Agreement Amendment 11

Background and policy implications:

This will be the second of several contract updates for FY25, which is the second half of the biennium for this contract. Finalized program awards rolling out in this amendment are as expected.

Budget/fiscal impacts:

We are on target for budget as proposed and adopted for FY25, with anticipated additional amendments in the coming weeks

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):

Yes

Elected official sponsor (if applicable):

Agreement #180007



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

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

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

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2025 (FY25) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 (FY25);

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:

1. This Amendment is effective on **July 15, 2024**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.

2. The Agreement is hereby amended as follows:

a. Exhibit A “Definitions”, Section 18 “Program Element” is hereby amended to add Program Element titles and funding source identifiers as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
--	------------------	--	--------------	----------------------------	----------------------------

PE12 - Public Health Emergency Preparedness and Response (PHEP)

<u>PE 12-01</u> Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
<u>PE 12-02</u> COVID-19 Response	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y

PE46 - Reproductive Health

<u>PE 46-05</u> RH Community Access	FF	DHHS/Family Planning Services	93.217	N	Y
--	----	-------------------------------	--------	---	---

PE62 - Overdose Prevention

<u>PE 62</u> Overdose Prevention	FF	SAMHSA/State Targeted Response to the Opioid Crisis Grants	93.788	N	Y
	FF	CDC/Injury Prevention and Control Research and State and Community Based Programs	93.136	N	Y

- b. Exhibit B Program Elements #12 “**Public Health Emergency Preparedness and Response (PHEPR) Program**” and #46 “**Reproductive Health**” and #62 “**Overdose Prevention**” are hereby added by Attachment A attached hereto and incorporated herein by this reference.
- c. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY25 is hereby deleted and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY25)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
- d. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 (FY25)” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.

- 3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

7. Signatures.

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

Approved by: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 14, 2024, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

Attachment A
Program Element Descriptions

Program Element #12: Public Health Emergency Preparedness and Response (PHEPR) Program

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/Health Security, Preparedness & Response Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver the Oregon Health Authority (OHA) Public Health Emergency Preparedness and Response (PHEPR) Program.

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.¹

Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual.² The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability as stated in the Public Health Modernization Manual is as follows: “A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.”

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Public Health Emergency Preparedness and Response.**

- a. **Access and Functional Needs:** Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,³ including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in congregate settings, older adults, pregnant and postpartum people, people with disabilities,⁴ people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and people experiencing homelessness.⁵
- b. **Base Plan:** A plan that is maintained by the LPHA, describing fundamental roles, responsibilities, and activities performed during prevention, preparedness, mitigation, response, and recovery phases of FEMA’s disaster management cycle. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.
- c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, the Budget Period is July 1 through June 30.
- d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.¹
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- g. **Equity:** The State of Oregon definition of Equity acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes. Equity actionably empowers communities most impacted by systemic oppression.⁶ Historically underserved and marginalized populations include but are not limited to people with Access and Functional Needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc.
- h. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call- down engine that can be activated by state or local HAN administrators.
- i. **Health Security Preparedness and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- j. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- k. **Hospital Preparedness Program: (HPP)** Grant funding from the U.S. Department of Health and Human Services Administration for Strategic Preparedness & Response (ASPR) in preparing for, responding to, and recovering from the adverse health effects of emergencies and disasters.
- l. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxins, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies, and equipment in the early hours of an ill-defined threat, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.
- m. **Medical Reserve Corps (MRC):** The Medical Reserve Corps is a network in the U.S. of community-based volunteer units. LPHAs with MRCs have developed these volunteer organizations to help meet the public health needs of their communities.
- n. **MRC-STTRONG:** Applicable only to LPHAs who have successfully been notified of their award as a sub-recipient of OHA's MRC-STTRONG application. STTRONG is an ASPR Cooperative Agreement to strengthen the MRC network – focusing on emergency preparedness, response, and health Equity needs. Funded projects will bolster community response capabilities, building on the invaluable role that the MRC played during our fight against COVID-19.

- o. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.⁷
- p. **Public Information Officer (PIO):** The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.⁸
- q. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.⁹
- r. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.
- s. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC and inform trainings and planning for local partners.
- t. **Regional Emergency Coordinator (REC):** Regional staff that work within the Health Security, Preparedness, and Response section of the Oregon Health Authority. These staff support the Public Health Emergency Preparedness and Response (PHEPR) and Healthcare Coalition (HCC) programs. The PHEPR REC supports local public health authorities' public health emergency preparedness activities and assures completion of required activities as outlined in this PE-12 document.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

- a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health Equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response

<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Planning	X	X	X	X		X	X	X	X	X	X	X
Partnerships and MOUs	X	X	X	X		X	X	X	X	X	X	X
Surveillance and Assessment	X	X	X	X		X	X	X	X	X	X	X
Response and Exercises	X	X	X	X		X	X	X	X	X	X	X
Training and Education	X	X	X	X		X	X	X	X	X	X	X

Note: Emergency preparedness crosses over all foundational programs.

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Not applicable

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Not applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a.** Engage in activities as described in its approved PHEPR Work Plan and Integrated Preparedness Plan (IPP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA will provide to LPHA.
- b.** Focus on health Equity by assessing and addressing Equity gaps during all facets of the disaster management cycle (prevention, protection, mitigation, response, recovery) to reduce and/or eliminate disproportionate impacts on historically underserved and marginalized populations, including but not limited to people with Access and Functional Needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc. All response plans, procedures, workplans, exercises, or other activities performed under the PE-12 should address disparities and health inequities and work collaboratively with members of affected populations and community-based organizations to identify ways to minimize or eliminate disproportionate impacts and incorporate these solutions into all activities.²
- c.** Use funds for this Program Element in accordance with its approved PHEPR budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Budget Template, which is set forth in Attachment 1, incorporated herein with this reference.

(1) Contingent Emergency Response Funding: Such funding, as available, is subject to restrictions imposed by the CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from

which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
 - (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from the PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.
 - (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance with Attachment 2 (Use of Funds), incorporated herein with this reference and an approved PHEPR budget using the template set forth as Attachments 1 to this Program Element.
 - (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, adding a new line item, or changing the indirect line item by any amount require submission of a revised budget to the Regional Emergency Coordinator (REC) and final receipt of approval from the HSPR fiscal officer.
 - (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
 - (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.
- d. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community-based organizations (CBOs), older adult-serving organizations, and educational agencies and state childcare lead agencies as applicable.¹⁰
- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities or conferences is strongly encouraged.
 - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate is required.
 - (3) LPHA must collaborate with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:¹⁰
 - (a) Prioritizing health Equity as referenced in [Section 4b](#).
 - (b) Coordination with community-based organizations.
 - (c) Development or expansion of child-focused planning and partnerships.
 - (d) Engaging field/area office on aging.
 - (e) Engaging behavioral health partners and stakeholders.

- (4) LPHA shall participate and engage in planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and IPP Blank Template tabs, which OHA has provided to LPHA.
 - (5) LPHA shall participate in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.¹⁰
 - (6) LPHA shall work to develop and maintain a portfolio of community partnerships to support prevention, preparedness, mitigation, response and recovery efforts. Portfolio must include viable contact information from local community-based organizations and community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.
 - (7) As applicable for MRC-STTRONG recipients only, LPHA shall coordinate with the MRC Unit Coordinator, volunteers, the OHA MRC State Program Office, the National MRC Program, community partners, and any other necessary stakeholders for the duration of the MRC-STTRONG project period (June 1, 2023 – May 31, 2025).
 - (8) As applicable for HPP recipients only, LPHA shall coordinate with the HPP Regional Emergency Coordinator at the OHA MRC State Program Office for the duration of the HPP project period (July 1, 2023 – June 30, 2024).
- e. **Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by November 1 of each year or an applicable Due Date based on CDC requirements.¹
- f. **PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
- (1) At least three broad program goals that address gaps, operationalize plans, and guide the following PHEPR Work Plan activities.
 - (a) Planning
 - (b) Training and education
 - (c) Exercises.
 - (d) Community Education and Outreach and Partner Collaboration.
 - (e) Administrative and Fiscal activities.
 - (2) Activities should include or address health Equity considerations as outlined in [Section 4b](#).
 - (3) Local public health leadership will review and approve PHEPR Work Plans.
- g. **PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE- 12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA has provided to LPHA. Work completed in response to a HSPR-required

exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.

h. 24/7/365 Emergency Contact Capability:

- (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
 - (a) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites, and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
 - (b) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.²
 - (c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (2) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.²
 - (a) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
 - (b) Following a quarterly test, LPHA must take any corrective action on any identified deficiency within 30 days of such test or communication drills, to the best of their ability.

i. HAN:

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR REC and the State HAN Coordinator.
- (2) The HAN Administrator must:
 - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Complete appropriate HAN training for their role.
 - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).

- (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
- (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.²
- (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
- (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
- (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
- (k) Facilitate in the development of the HAN accounts for new LPHA users.

j. Integrated Preparedness Plan (IPP): LPHA must annually submit to HSPR on or before August 15, an updated IPP as part of their annual work plan update.¹ The IPP must meet the following conditions:

- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
- (2) Address health Equity considerations as outlined in Section 4b.
- (3) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA’s After Action Reports (AAR)/ Improvement Plans (IP).
- (4) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align IPPs, as appropriate.
- (5) Identify at least two exercises per year if LPHA’s population is greater than 10,000 and one exercise per year if LPHA’s population is less than 10,000.
- (6) Identify a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
- (7) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.
- (8) For an exercise or incident to qualify, under this requirement the exercise or incident must:

(a) **Exercise:**

LPHA must:

- Submit to HSPR REC 30 days in advance of each exercise an exercise

notification or exercise plan that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.

- Involve two or more participants in the planning process.
- Involve two or more public health staff and/ or related partners as active participants.
- Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

(b) Incident:

During an incident, LPHA must:

- Submit LPHA incident objectives or Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
- Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

- (9)** LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.²
- (10)** Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,¹ the Public Health Accreditation Board⁹, and the National Incident Management System.⁷ The training portion of the plan must:
- (a)** Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable statute.
 - (b)** Identify and train appropriate LPHA staff¹¹ to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

k. Maintaining Training Records: LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.⁷

l. Plans: LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.

(1) LPHA must establish and maintain at a minimum the following plans:

- (a)** Base Plan.
- (b)** Medical Countermeasure Dispensing and Distribution (MCMDD) plan.¹²

- (c) Continuity of Operations Plan (COOP)¹⁰
- (d) Communications and Information Plan.
- (2) All plans, annexes, and appendices must:
 - (a) Be updated whenever an After-Action Report improvement item is identified as requiring a change or biennially at a minimum,
 - (b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
 - (c) Be functional and operational by June 30, 2023,¹⁰
 - (d) Comply with the NIMS,⁷
 - (e) Include a record of changes that includes a brief description, the date, and the author of the change made, and
 - (f) Include health Equity considerations as outlined in [Section 4b](#).
- m. **MRC-STTRONG:** Any deliverables resulting from this project should recognize ASPR, OHA, and MRC sponsoring organizations for their respective contributions to the body of work.
 - (1) **Roles and responsibilities**

LPHA shall:

 - (a) Manage the approved MRC-STTRONG projects identified in finalized MRC-STTRONG application. Before use of the federal ASPR logo, LPHA must consult with the OHA MRC State Program.
 - (b) Participate in an annual OHA MRC State Program check-in: LPHA shall attend two check-in meetings with OHA MRC State Program and other sub-recipients to provide progress reports and engage collaboratively with other units for resource sharing.
 - (c) Complete performance measurement and evaluation tasks including the quarterly and annual reporting, LPHA status report (spent/unspent/encumbered), , and annual check-ins with the OHA MRC State Program Office.
 - (2) **Deliverables:**
 - (a) Standard Workplan: LPHA shall populate and maintain a workplan template provided by the OHA MRC State Program Office.
 - This workplan must be referenced during the two annual OHA MRC State Program check-ins to discuss and monitor progress.
 - As applicable, the workplan must integrate steps that incorporate population and membership driven methodologies for resource allocations that center equitable distribution of material or consumable resources and training resources.
 - (b) Reporting Requirement: LPHA shall submit all required reports and any additional reporting as requested, throughout the course of the project.
 - (c) LPHA shall present monthly to the MRC Unit Coordinator network during the 1st year (7/1/2023-6/30/2024) and at least once to the coordinator in the 2nd year of the project (7/1/2024-6/30/2025), regarding progress or outcomes of their project.

- (d) National preparedness network abstracts: LPHA is *encouraged* to submit abstracts to present at state and national preparedness conferences and other technical assistance resource sharing platforms.
 - **Limitations and Restrictions:** The following special conditions are in place for the Terms and Conditions of funding under this Program Element PE12-04: Purchase of uniforms: These supplies must meet the guidelines established for use as personal protective equipment found in “MRC Safety Equipment Guidelines for MRC-STTRONG Awardees” in Attachment 4 which is incorporated herein with this reference.
 - Uniform components must be returned to the respective unit/program office at the end of the event/project/volunteer tenure. Note: If the federal/ASPR MRC logo is expected to be utilized or placed on any items, please ensure to consult with a member of the MRC- STTRONG Project Team on the logo use guidelines.
- (e) **Change Approval Requirements:** Any deviations from what was approved in the original application (for example, key personnel changes, work plan changes, budget changes) must be reviewed and approved by the OHA MRC State Program Office, Grants Management Specialist and the ASPR’s Project Officer. Contact the OHA MRC State Program Office to initiate workplan/budget changes.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 30

- a. **MRC-STTRONG:** LPHA have the following expectations for revenue and expense reporting:
 - (1) **Annual Federal Financial Report:** Due to the OHA MRC State Program Office
 - (2) **LPHA Status Report:** Due to the OHA MRC State Program Office no later than March 2, 2025. The LPHA Status Report communicates the status of allocated funds (spent/unspent/encumbered) 3-months prior to end of project period (March 2, 2025). The OHA MRC State Program will provide a reporting template to LPHA.

6. **Reporting Requirements.**

- a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.
- b. **Mid-year and end of year PHEPR Work Plan reviews.** LPHA must complete PHEPR Work Plan updates in coordination with their HSPR REC on at least a minimum of a semi-annual basis.

- (1) Mid-year work plan reviews may be conducted between October 1 and March 31.
- (2) End of year work plan reviews may be conducted between April 1 and August 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be scheduled in conjunction with a Triennial Review. This Agreement will be integrated into the Triennial Review Process.
- d. **Integrated Preparedness Plan (IPP).** LPHA must annually submit an IPP to HSPR REC on or before August 15. Final approved IPP will be due on or before September 15.
- e. **Exercise Notification.** LPHA must submit to HSPR REC 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
- f. **Response Documentation.** LPHA must submit LPHA incident objectives or an Incident Action Plan to HPSR REC within 48 hours of receiving notification of an incident that requires an LPHA response.
- g. **After-Action Report / Improvement Plan.** LPHA must submit to HSPR REC an After-Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.
- h. **MRC-STTRONG LPHA Progress Reports:** These required reports aim to capture impact of MRC STTRONG funded activities as they relate to [ASPR Strategic Focus Areas](#), [MRC STTRONG goals](#), and [expanded emergency preparedness and response capabilities](#).
 - (1) **Annual Progress Reports:** If LPHA is funded under this PE12-04, LPHA shall submit annual program reports. As part of the progress report financial information will be reported both per major category of expense and by objective. OHA ASPR will provide a template for these reports.
 - (a) Scheduled Due Dates for annual reports from LPHA to the MRC State Program (OHA-PHD):

STTRONG Budget Period	Annual Report Due Date
2023 - 2024	August 1, 2024
2024 - 2025	August 1, 2025

(2) **Quarterly Progress Reports:** LPHA, if funded under this PE12-04 shall submit quarterly program progress reports. As part of the progress report financial information will be reported both per major category of expense and by objective. ASPR will provide a template for these reports.

(a) Scheduled Due Dates for quarterly reports from LPHA to the MRC State Program (OHA-PHD):

BP Quarter	Quarter Period	Quarterly Report Due Date
2023 - 2024 Budget Period		
1	June – August	September 15, 2023
2	September – November	December 15, 2023
3	December – February	March 15, 2024
4	March – May	June 14, 2024
2024 - 2025 Budget Period		
1	June – August	September 13, 2024
2	September – November	December 13, 2024
3	December – February	March 14, 2025
4	March – May	June 13, 2025

(3) **Other MRC-STTRONG Reports:** Additional reports may apply to LPHA’s project. OHA will contact you if it requires additional information to be submitted to ASPR.

- (a) **MRC National Website:** For any activities reported in the MRC activity reporting system that are affiliated with your MRC-STTRONG project, please include key words “MRC-STTRONG” in the activity report and/or description.
- (b) **Other Reporting Requirements** as identified by OHA throughout the project period.

7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.¹

ATTACHMENT 1*1

PHEPR Program Annual Budget					
County					
July 1, 2022 - June 30, 2023					
				Total	Total
			Subtotal	\$0	\$0
PERSONNEL					
	List as an Annual Salary	% FTE based on 12 months	0		
	(Position Title and Name)		0		
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.					
Fringe Benefits @ ()% of describe rate or method			0		
TRAVEL				\$0	\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)			\$0		
	Hotel Costs:				
	Per Diem Costs:				
	Mileage or Car Rental Costs:				
	Registration Costs:				
	Misc. Costs:				
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)			\$0		
	Air Travel Costs:				
	Hotel Costs:				
	Per Diem Costs:				
	Mileage or Car Rental Costs:				
	Registration Costs:				
	Misc. Costs:				
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)			\$0	\$0	\$0
SUPPLIES			\$0	\$0	\$0
CONTRACTUAL (list each Contract separately and provide a brief description)			\$0	\$0	\$0
Contract with () Company for \$ _____, for () services.					
Contract with () Company for \$ _____, for () services.					
Contract with () Company for \$ _____, for () services.					
OTHER			\$0	\$0	\$0
TOTAL DIRECT CHARGES				\$0	\$0
TOTAL INDIRECT CHARGES @ ___% of Direct Expenses or describe method				\$0	\$0
TOTAL BUDGET:				\$0	\$0
Date, Name and phone number of person who prepared budget					

NOTES:
 Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would computer to the sub-total column as \$50,000
 % of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be 50*12/2080 = .29 FTE

* A fillable template is available from a HSPR REC

Attachment 2: Use of Funds

Subject to CDC grant requirements, funds may be used for the following:

- a. Reasonable program purposes, including personnel, travel, supplies, and services.
- b. To supplement but not supplant existing state or federal funds for activities described in the budget.
- c. To purchase basic, non-motorized trailers with prior approval from the CDC OGS.
- d. For overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from HSPR.
- e. For deployment of PHEPR-funded personnel, equipment, and supplies during a local emergency, in- state governor-declared emergency, or via the Emergency Management Assistance Compact (EMAC).
- f. To lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts with prior approval from HSPR.
- g. To purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads with prior approval from HSPR.
- h. To purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.
- i. To support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards

Subject to CDC grant requirements, funds may not be used for the following:

- a. Research.
- b. Clinical care except as allowed by law. Clinical care, per the CDC Funding Opportunity Announcement FOA, is defined as "directly managing the medical care and treatment of patients."
- c. The purchase of furniture or equipment - unless clearly identified in grant application.
- d. Reimbursement of pre-award costs (unless approved by CDC in writing).
- e. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- f. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- g. Construction or major renovations.
- h. Payment or reimbursement of backfilling costs for staff.
- i. Paying the salary of an individual at a rate in excess of Executive Level II or \$187,000.00 per year.
- j. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, or t-shirts.
- k. The purchase or support of animals for labs, including mice.
- l. The purchase of a house or other living quarter for those under quarantine.
- m. To purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

ATTACHMENT 3*

Incident/Exercise Summary Report

Notification				
<i>Exercise: Due 30 Days Before Exercise</i>				
<i>Incident: Within 48 hours of notification of incident requiring a response</i>				
Name of Exercise or Incident:	Name of Exercise or Incident and OERS number, if relevant	Date(s) of LPHA Play:	Dates of Play	
Scope	Type of Exercise/Event:	<input type="checkbox"/> Drill	<input type="checkbox"/> Functional Exercise	
		<input type="checkbox"/> Tabletop Exercise	<input type="checkbox"/> Full Scale Exercise	
	Participating Organizations:	List all the names (if available) and agencies participating in your exercise		
	Duration:	How long will the exercise last? Or start/end time	Location	Location of exercise, if known
	Objectives:	List 1 to 3 SMART objectives		
Primary Activities:	List primary activities to be conducted with this incident or exercise			
Design Team:	List people who are participating in designing the exercise by name, agency			
Point of Contact:	Typically, the PHEP Coordinator's name	LPHA or Tribe:	Agency Name	
POC Email:	Enter POC's email address	Phone:	Phone	
Capabilities Addressed				
<p>BIOSURVEILLANCE</p> <p><input type="checkbox"/> 12: Public Health Laboratory Testing</p> <p><input type="checkbox"/> 13: Public Health Surveillance and Epidemiological Investigation</p> <p>COMMUNITY RESILIENCE</p> <p><input type="checkbox"/> 1: Community Preparedness</p> <p><input type="checkbox"/> 2: Community Recovery</p> <p>COUNTERMEASURES AND MITIGATION</p> <p><input type="checkbox"/> 8: Medical Countermeasure Dispensing and Administration</p> <p><input type="checkbox"/> 9: Medical Materiel Management and Distribution</p> <p><input type="checkbox"/> 11: Nonpharmaceutical Interventions</p> <p><input type="checkbox"/> 14: Responder Safety and Health</p>		<p>INCIDENT MANAGEMENT</p> <p><input type="checkbox"/> 3: Emergency Operations Coordination</p> <p>INFORMATION MANAGEMENT</p> <p><input type="checkbox"/> 4: Emergency Public Information and Warning</p> <p><input type="checkbox"/> 6: Information Sharing</p> <p>SURGE MANAGEMENT</p> <p><input type="checkbox"/> 5: Fatality Management</p> <p><input type="checkbox"/> 7: Mass Care</p> <p><input type="checkbox"/> 10: Medical Surge</p> <p><input type="checkbox"/> 15: Volunteer Management</p>		
After Action Report				
<i>To be completed within 60 days of exercise or incident completion</i>				
Strengths:	What were the strengths identified during this exercise or incident?			
Areas of Improvement:	Were there any areas of improvement identified? List all in this space, then complete improvement plan on next page.			

Improvement Plan <i>To be completed with action review</i> <i>and submitted to liaison within 60 days of exercise or incident completion</i>				
Name of Event or Exercise		Name of Exercise or Incident	Date(s)	Date(s) of Exercise or Incident
CDC Public Health Capability Addressed	Issue(s)/Area(s) of Improvement	Corrective Action	Timeframe	Date Completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed

Attachment 4

U.S. Department of Health & Human Services



MRC Safety Equipment Guidelines for MRC-STTRONG Awardees:

Purpose: These guidelines are intended to provide guidance on the purchase and use of Medical Reserve Corps (MRC) personal protective equipment (PPE) and force protection items under the Funding Opportunity: MRC- State, Territory and Tribal Nations, Representative Organizations for Next Generation (MRC-STTRONG) Awards. These guidelines apply to PPE and force protection purchases with *MRC-STTRONG Awards funding only*.

Important Note: All purchase requests will be reviewed on a case-by-case basis by the HHS Project Officer and Grants Management Specialist and will require pre-approval.

- 1) Safety equipment must fall under the purposes of personal protective equipment, security, and/or identification during a planned or unplanned event where MRC personnel are deployed.
 - a) Personal protective equipment: MRC personnel may need personal protective equipment (PPE) to keep them safe during natural disasters, biological hazards, accidental releases, infectious disease outbreaks, and terrorism events. PPE can be used to minimize worker exposure to hazards, but they are the last line of defense after engineering controls and administrative controls.
 - i) Emergency response-type PPE is classified into four levels, ranging from the most protective (Level A) to the least protective (Level D). Workers must be trained on the conditions that require PPE and the procedures to prevent and reduce exposure, including decontamination and proper disposal procedures. LEVEL A* Highest level of respiratory, skin, and eye protection. LEVEL B* Highest level of respiratory protection with a lower level of skin protection. LEVEL C* Same level of skin protection as Level B, with a lower level of respiratory protection. LEVEL D* No respiratory protection and only minimal skin protection.¹
 - b) Security and Identification: MRC security/identification items should only be used and worn by MRC leadership and volunteers who have been identified and vetted by their housing organization. Wearing MRC-identified items allows MRC personnel to be easily identified during an unplanned or planned event where MRC volunteers are deployed.
- 2) PPE and force protection items must be returned to the originating distribution office or program after the volunteer tenure has ended.
- 3) Purchased items must meet the classifications as described above under PPE and/or must be worn for security or identification purposes. All purchase requests will be reviewed on a case-by-case basis by the HHS Project Officer and Grants Management Specialist and will require pre-approval.

¹ U.S. Department of Labor, Occupational Safety and Health Administration (OSHA): [PPE for Emergency Response and Recovery Workers](#) and [General Description and Discussion of the Levels of Protection and Protective Gear](#)

References

1. Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>
2. Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/ph/About/TaskForce/Documents/public_health_modernization_manual.pdf
58-62
3. U.S. Department of Health & Human Services, Office of the Assistant Secretary for Preparedness and Response. *At-Risk Individuals with Access and Functional Needs*. Retrieved from <https://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>
4. Americans with Disabilities Act of 1990, 42 U.S.C.A. § 12101 *et seq.* as amended. Retrieved from <https://www.govinfo.gov/content/pkg/USCODE-2009-title42/html/USCODE-2009-title42-chap126.htm>
5. Ira P. Robbins, Lessons from Hurricane Katrina: Prison Emergency Preparedness as a Constitutional Imperative, 42 U. MICH. J. L. REFORM 1 (2008). Retrieved from: <https://repository.law.umich.edu/mjlr/vol42/iss1/2>
6. Definition from Office of Governor Kate Brown, State of Oregon Diversity, Equity, and Inclusion Action Plan (August 2021). https://www.oregon.gov/lcd/Commission/Documents/2021-09_Item-2_Directors-Report_Attachment-A_DEI-Action-Plan.pdf
7. National Incident Management System Third Edition (October 2017). Retrieved from <https://www.fema.gov/national-incident-management-system>
8. Federal Emergency Management Agency. (December 2020). *National Incident Management System Basic Guidance for Public Information Officers*. Retrieved from https://www.fema.gov/sites/default/files/documents/fema_nims-basic-guidance-public-information-officers_12-2020.pdf
9. Public Health Accreditation Board. Retrieved from <https://phaboard.org/>
10. U.S. Department of Health & Human Services, Centers for Disease Control. (*Public Health Emergency Preparedness (PHEP) Cooperative Agreement*) Retrieved from: <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. 10.
11. Oregon Office of Emergency Management. (2021). *National Incident Management System – Who takes what?* Retrieved from: https://www.oregon.gov/oem/Documents/NIMS_Who_Takes_What_2021.pdf
12. Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

Program Element # 46: Reproductive Health

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Adolescent, Genetics & Reproductive Health Section

- Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below.

Funds provided through this Program Element support LPHA’s efforts in developing and sustaining community-wide partnerships and assurance of access to culturally responsive, high-quality, and evidence-based reproductive health services.

Health disparity data highlight pre-existing, deeply entrenched societal inequities that may inhibit individuals’ ability to access services and achieve reproductive autonomy. Therefore, it is critical that interventions aimed at access to services be wide-reaching and sensitive to the unique circumstances and challenges of different communities.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

- Definitions Specific to Reproductive Health.**

Not applicable.

- Program with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

- Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component						
Partnerships and Community Engagement				*		X	X	X	X		

Gaps and Barriers to RH Services		X		*			X	X	X			
Programmatic and/or Policy Solutions		X		*			X	X		X	X	

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Not Applicable

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Not Applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a.** LPHA must deliver all PE 46 activities supported in whole or in part with funds provided under this Agreement in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et.seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Requirements, and OPA Program Policy Notices (PPN).
- b.** LPHA must develop and engage in activities as described in its Local Program Plan as follows:
 - (1)** The Local Program Plan must be developed using the guidance provided in Attachment 1, Local Program Plan Guidance, incorporated herein with this reference.
 - (2)** The Local Program Plan must address the Program Components as defined in Section 3 of this Program Element, that meet the needs of their specific community.
 - (3)** The Local Program Plan must include activities that address community need and readiness and are reasonable based upon funds approved in the OHA approved local program budget.
 - (4)** The Local Program Plan must outline how LPHA intends to ensure access to reproductive health services through meaningful community engagement and partnerships and the development of responsive policies and programmatic actions.
 - (5)** The Local Program Plan must be submitted to OHA by June 15th of each year for OHA approval.
 - (6)** OHA will review and approve all Local Program Plans to ensure that they meet statutory and funding requirements relating to assurance of access to reproductive health services.
- c.** LPHA must use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. LPHA must complete and submit its local program budget for PE 46 funds, by June 15th of each year for OHA approval, using the Local Program Budget Template and as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

LPHA must provide an annual plan and budget; a mid-year progress report; and a final report with documentation.

7. **Performance Measures.**

Not applicable

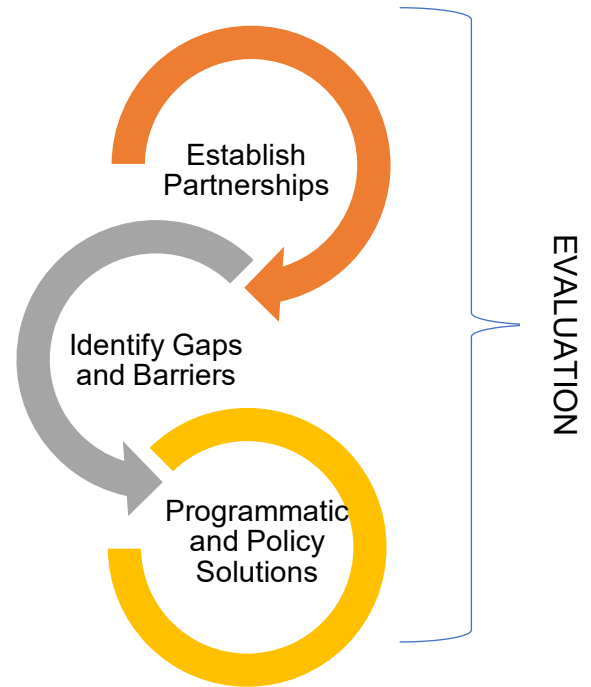
Attachment 1
Reproductive Health Program – FY 24 Local Program Plan Guidance
Community Partnerships and Assurance of Access to Reproductive Health Services

Vision: Oregonians have access to comprehensive, culturally responsive, high-quality, and evidence-based reproductive health (RH) services in their surrounding community.

PE46 Goal: Assure access to RH services in your county through meaningful community engagement and partnerships and the development of responsive policies and programmatic actions.

Instructions

LPHA should determine where their agency best fits on the continuum of program components identified to meet the overarching goal. Using the PE 46 Workplan Template, LPHAs must identify at least one objective, with supporting activities, for Program Component 1: Partnerships and Community Engagement. LPHAs that have well established partnerships (i.e. long-standing partnerships, coalition, or workgroup) are encouraged to identify one additional component (2 or 3) and associated objective(s) and activities based on previous PE46 work and current situation. Evaluation should be integrated within each component. LPHAs will develop and track outputs and expected outcomes within their workplan.



The intent is for an LPHA to move to the next component on the continuum each year. However, it is understood that the work may not necessarily be linear and one may need to circle back to an earlier step.

Program Component 1: Partnerships and Community Engagement

Partnerships and community engagement are at the core of PE46. Through these relationships, the LPHA and your partners will develop and implement a PE46 plan that includes assessment of gaps and barriers, policy and/or programmatic activities to address identified gaps and barriers, and an evaluation of such changes. There should be shared understanding of the goal and expected outcomes of the partnerships. While formal agreements are not required, they may be beneficial to ensure buy-in and continued participation in your efforts.

Partnerships with other health care providers and/or RHCare agencies is highly encouraged. In addition, consider developing partnerships outside the health care sector. This may include local governmental, private, or non-profit agencies focused on culture, education, criminal justice, housing, social justice, sexual/domestic violence, workforce development, and/or parenting, to name a few.

Consider convening a reproductive and sexual health workgroup/coalition or work with already established groups focused on improving quality of life/health disparities/inequities for the populations you are trying to serve. When working with an already established group, ensure their already established goals align with and are beneficial to the goal of increasing access to reproductive health. Work together to integrate reproductive health into work plans, meeting agendas, etc. Page 42

Think about inviting and engaging community members, the populations you are trying to serve, to be partners. This could be in the form of a community advisory board or youth advisory council.

Program Component 1 – Example Objectives:

- Create and/or sustain a reproductive health coalition with ___ (#) of community partners that meet quarterly.
- Formally integrate PE46 goals into _____ Meeting (name of already existing committee, coalition, or task force) by _____ (date).
- Identify and meet with ___ (#) new community partners to discuss your goals and how a partnership will benefit each other by ___ (date).
- Create partnership agreements with ___ (#) community providers/organizations identifying roles and areas of collaboration by ___ (date).

Program Component 2: Gaps and Barriers to RH Services

In collaboration with your community partners established in Component 1, identify barriers to access and gaps in RH services. This can be done through formal community needs assessments, surveys, focus groups, key informant interviews, etc. Consider what types of community and/or health assessments are already taking place in your community. There may be opportunities to add questions or input to gather specific information related to RH services. If you are trying to better understand a specific population in your community, work with a community-based organization who is already serving them and consult with them on the best way to learn more about their RH needs and barriers to service. This could be done through focus groups or surveys on a smaller scale to better understand their needs. When considering who to assess, go beyond your current clientele to better understand why community members are not accessing services.

Program Component 2 - Example Objectives:

- Develop and conduct ___ (#) surveys among youth ages 12-18 to assess need for and barriers to RH services in Quarter 2 and 3 of FY24.
- Develop an interview guide for key informant interviews by _____ (date).
 - Conduct ___ (#) of key informant issues in Quarter 2.
- Share assessment results through ___ (#) community listening sessions in Quarter 4.
- Analyze and develop a written assessment report based on survey results by the end of Quarter 4.
- Develop an online dashboard to highlight assessment results by the end of FY24.
- Prioritize assessments results for development of programmatic or policy solutions by the end of Quarter 4.

Program Component 3: Programmatic and/or Policy Solutions

The programmatic and/or policy solutions should be developed in response to the identified gaps and/or barriers found under Program Component 2. In collaboration with your community partners, develop and implement ideas on how to overcome those gaps and barriers.

Program Component 3 - Example Objectives:

- In conjunction with community partners, review assessment findings and develop ___ (#) programmatic or policy solutions by _____ (date).
- In Quarter 3 of FY24, host ___ (#) community listening and/or planning sessions to develop program or policy solutions.
- Implement ___ (#) programmatic and/or policy solutions based on assessment results by the end of FY24.
- Develop outcome measures to determine success of _____ (solution) by the end of Quarter 1.
- Analyze outcome measures of _____ (solution) by the end of Quarter 4.

Attachment 2

Local Program Budget Template

OREGON HEALTH AUTHORITY
Program Element #46
Reproductive Health Program

Fiscal Year: _____

Organization Name: _____

Budget period From: _____ **To:** _____

Do not include any expenses included in the provision of clinical services

Budget			
Categories	OHA/PHD (PE46)	Non-OHA/PHD (In Kind)	Total PE 46 Budget
Salaries			\$ -
Benefits			\$ -
Personal Services (Salaries and Benefits)	\$ -	\$ -	\$ -
Professional Services/Contracts Describe:			\$ -
Travel - Describe:			\$ -
Supplies - Describe:			\$ -
Facilities			\$ -
Telecommunications			\$ -
Catering/Food			\$ -
Other - Describe:			\$ -
Total Services and Supplies	\$ -	\$ -	\$ -
Capital Outlay			\$ -
Indirect: Rate (%): _____			\$ -
TOTAL Budget	\$ -	\$ -	\$ -

Prepared by (print name)

_____ Email

_____ Telephone

Program Element # 62 Overdose Prevention**OHA Program Responsible for Program Element:**

Public Health Division/Center for Prevention & Health Promotion/Injury & Violence Prevention/Overdose Prevention Program

Background:

Substance use disorder and drug overdose are increasing health threats in Oregon. A 2020 National Survey on Drug Use and Health ranks Oregon at #2 in the country for rate of substance use disorder and #1 in illicit drug use disorder, prescription opioid misuse, and methamphetamine use. Oregon has seen a recent increase in overdoses from illicit fentanyl and non-opioid drugs, such as methamphetamine. OHA aims to reduce the burden of substance use disorder and overdose through several key strategies, including increasing equitable access to Harm Reduction supplies, supporting overdose response planning and coordination, increasing access to substance use disorder treatment, supporting safe and effective non-opioid pain management, providing tools and guidelines to support appropriate prescribing, and collecting and reporting data to inform response, prevention, and policy.

- 1. Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to implement Overdose Prevention activities.

Funds provided under this Agreement are to be used to implement strategies that prevent opioid overuse, opioid misuse, substance use disorder, drug overdose, and related harms from substance use. Funds are designed to serve counties or regions with a high burden of drug overdose deaths and hospitalizations. Funds should complement other substance use disorder or overdose prevention initiatives and leverage additional funds received by other organizations throughout the county to reduce overdose deaths and hospitalizations.

LPHA is expected to collaborate with multi-disciplinary partners and collaborators to develop, plan, implement, and evaluate culturally relevant interventions using tailored prevention strategies that emphasize reaching groups disproportionately affected by substance use disorder and overdose. LPHA should collaborate with other projects within the county that address the community's challenges related to drug overdose deaths. The funded activities for this Program Element seek to promote the OHA's overdose prevention aims and collaboration expectations.

All changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

- 2. Definitions Specific to this PE**

Harm Reduction is a public health approach that focuses on mitigating the harmful consequences of drug use, including transmission of infectious disease and prevention of overdose, through provision of care that is intended to be free of stigma and centered on the needs of people who use drugs. Harm Reduction strategies may include overdose education and naloxone distribution, low-threshold access to medications for opioid use disorder, drug checking (e.g., using fentanyl test strips), and education about safer drug use.

- 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Community-Based Linkage to Care		*				X	X	X	X	X	X	X
Clinician/Health System Engagement		*				X	X	X	X	X	X	X
Public Safety Partnerships/ Interventions		*				X	X	X	X	X	X	X
Harm Reduction		*				X	X	X	X	X	X	X

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Health Outcome Measure:**

Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Local Public Health Process Measure:**

Not Applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

a. Submit local program Work Plan and local program budget to OHA for approval by October 15 every year. Local program Work Plan must include three or more of the following components:

- (1) Convene or strengthen a county and/or regional coordinating body comprised of multisector partners to assist with strategic planning and implementation of substance disorder and/or overdose prevention efforts. Include stakeholders such as: collaborating providers and organizations, Coordinated Care Organizations, peer recovery mentor

organizations, law enforcement and first responder agencies, Harm Reduction organizations, persons with lived experiences, and representatives of diverse populations.

- (2) Develop, plan, implement, and evaluate an overdose emergency response plan. Convene and coordinate with local partners (i.e. health preparedness, law enforcement, first responders, hospital emergency departments, Harm Reduction partners, substance misuse prevention partners, and others). Assess and update response plans throughout the grant period.
 - (3) Review, coordinate, and disseminate local data to promote public awareness of the burden and opportunities to prevent drug overdose.
 - (4) Liaise with local, county, and/or regional organizations providing overdose prevention, Harm Reduction, treatment, and/or recovery services to ensure coordination and reduce duplication of efforts.
 - (5) Coordinate with the individuals and/or organizations responsible for determining how local governments will allocate opioid settlement funds within the county and/or region to implement complementary overdose prevention activities. Support coordination of local resource allocation.
 - (6) Community-Based Linkage to Care – Implement activities that help initiate linkage to care, facilitate care retention, prevent treatment interruption, and/or maintain access to recovery services.
 - (7) Clinician/Health System Engagement – Collaborate with Coordinated Care Organizations and/or other health system partners to provide clinician education on evidence-based practices for pain management; screening, diagnosis, and linkage to care opportunities for opioid use disorder (OUD) and stimulant use disorder (StUD); and other OUD/StUD-related clinician education priorities.
 - (8) Public Safety Partnerships/Interventions – Develop and maintain public health and public safety (PH/PS) partnerships; improve data sharing, availability, and use; provide education on preventing and responding to overdose; implement evidence-informed and evidence-based overdose prevention strategies.
 - (9) Harm Reduction – Implement and support activities that reduce stigma towards people who use drugs and facilitate Harm Reduction interventions based on local need; utilize navigators to connect people to services; ensure persons who use drugs have access to overdose prevention and reversal tools, treatment options, and drug checking equipment; develop and sustain partnerships with syringe service programs and Harm Reduction organizations; create and disseminate education and communication materials; leverage existing Harm Reduction services and resources to expand access and prevent a duplication of efforts.
- b. Engage in activities as described in LPHA’s local program Work Plan, which has been approved by OHA.
 - c. Use funds for this Program Element in accordance with LPHA’s local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
 - d. Ensure that staffing is at the appropriate level to address all sections in this Program Element. LPHA must designate or hire a lead staff person to carry out and coordinate all the activities described in this Program Element, and act as a point of contact between the LPHA and OHA.

- e. Provide the workspace and administrative support required to carry out the activities outlined in this Program Element.
- f. Attend all Overdose Prevention meetings reasonably required by OHA. Travel expenses shall be the responsibility of the LPHA.
- g. Cooperate with OHA on program evaluation throughout the duration of this Agreement, as well as with final project evaluation.
- h. Meet with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting and Work Plan Requirements.**

- a. LPHA must submit quarterly Progress Reports.
- b. In addition to Section 5, General Revenue and Expense Reporting, LPHA must submit quarterly Overdose Prevention Expense Reports.
- c. OHA will provide the required format and current service data for use in completing the Work Plan, Progress and Expense Reports.
- d. The local program Work Plan may be modified throughout the project period based on shifting priorities, emerging needs, and LPHA capacity. LPHA must receive OHA approval for the revised local program Work Plan to ensure it meets program requirements and remains within the scope of this Program Element.

7. **Performance Measures.**

If LPHA completes fewer than 75% of planned activities in the description above, for two consecutive calendar quarters in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element in the next state fiscal year.

ATTACHMENT B

**Exhibit C
Financial Assistance Award (FY25)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	2) Issue Date Monday, July 15, 2024	This Action Amendment
	3) Award Period From July 1, 2024 through June 30, 2025	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$32,258.00	\$0.00	\$32,258.00
PE01-12	ACDP Infection Prevention Training	\$0.00	\$1,517.82	\$1,517.82
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$0.00	\$69,905.00	\$69,905.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$237,609.14	\$0.00	\$237,609.14
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$21,410.75	\$0.00	\$21,410.75
PE40-01	WIC NSA: July - September	\$53,121.00	\$0.00	\$53,121.00
PE40-02	WIC NSA: October - June	\$159,364.00	\$0.00	\$159,364.00
PE40-05	Farmer's Market	\$2,366.00	\$0.00	\$2,366.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$0.00	\$6,421.00	\$6,421.00
PE42-04	MCAH Babies First! General Funds	\$7,138.00	\$0.00	\$7,138.00
PE42-11	MCAH Title V	\$22,127.00	\$0.00	\$22,127.00
PE42-12	MCAH Oregon Mothers Care Title V	\$11,690.00	\$0.00	\$11,690.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$50,616.00	\$0.00	\$50,616.00
PE44-01	SBHC Base	\$0.00	\$60,000.00	\$60,000.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE44-02	SBHC - Mental Health Expansion	\$113,236.00	\$0.00	\$113,236.00
PE46-05	RH Community Participation & Assurance of Access	\$0.00	\$12,659.57	\$12,659.57
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,730.00	\$0.00	\$38,730.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$305,647.00	\$12,768.74	\$318,415.74
PE62	Overdose Prevention-Counties	\$0.00	\$45,591.00	\$45,591.00
PE63	MCAH LPHA Community Lead Organizations	\$50,000.00	\$24,018.00	\$74,018.00
		\$1,105,312.89	\$232,881.13	\$1,338,194.02

5) Foot Notes:	
PE36	7/2024: Funding available 7/1/24-9/30/24
PE40-01	07/2024: SFY2025 Q1 unspent funds cannot be carried forward to the following Q2.
PE40-05	7/2024: SFY25 Q1 WIC Farm Direct mini grant award available 7/1/24-9/30/24. Unspent SFY25 Q1 funds may be carried over to Q2-4 period with request from grantee and an amendment to extend the SOW dates, for this grant only.

6) Comments:	
PE40-01	7/2024: Funds available 7/1/24-9/30/24. Must spend \$10,624 on Nutrition Ed, \$1,749 on BF Promotion
PE40-02	7/2024: Funds available 10/1/24-6/30/25. Must spend \$31,873 on Nutrition Ed, \$5,247 on BF Promotion
PE46-05	7/15/2024: Award Available 7/1/24-3/31/25 only.
PE62	7/15/2024: \$16,885.22 available 7/1/24-8/31/24 only; \$1,794.11 available 9/1/24-9/29/24 only; \$26,911.67 available 10/1/2024-6/30/25 only.
PE63	7/15/2024: Prior comment null and void. 07/2024: SFY25 \$50,000 Newborn Nurse Home visiting

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

ATTACHMENT C

Exhibit J

Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY25)

PE01-12 ACDP Infection Prevention Training

Federal Award Identification Number:	6NU50CK000541
Federal Award Date:	10/13/23
Budget Performance Period:	08/1/2023-07/31/2026
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology & Laboratory Capacity for Infectious Diseases (ELC)
Total Federal Award:	531508255
Project Description:	Oregon 2020 Epidemiology & Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Zoe Kaplan
Indirect Cost Rate:	17.79%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53867
Index:	50401

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$1,517.82	\$1,517.82

PE12-01 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification Number:	NU90TU000054
Federal Award Date:	06/11/24
Budget Performance Period:	07/01/2024-06/30/2025
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness
Total Federal Award:	8465953
Project Description:	Public Health Emergency Preparedness (PHEP) Cooperative Agreement
Awarding Official:	Rachel M Forche
Indirect Cost Rate:	17.79
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53564
Index:	50407

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$69,905.00	\$69,905.00

PE46-05 RH Community Participation & Assurance of Access

Federal Award Identification Number:	FPHPA006556
Federal Award Date:	03/19/24
Budget Performance Period:	04/01/2024-03/31/2025
Awarding Agency:	DHHS
CFDA Number:	93.217
CFDA Name:	Family Planning Services
Total Federal Award:	4960500.81
Project Description:	Oregon Reproductive Health Program
Awarding Official:	Tisha Reed
Indirect Cost Rate:	17.79%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52789
Index:	50333

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$12,659.57	\$12,659.57

PE62 Overdose Prevention-Counties

Federal Award Identification:	B08TI085829	B08TI087061	NU17CE010191
Federal Award Date:	02/15/23	05/28/24	08/23/23
Budget Performance Period:	10/1/22-9/30/24	10/01/2023-09/30/2025	09/01/2023-08/31/2024
Awarding Agency:	SAMHSA	SAMHSA	CDC
CFDA Number:	93.959	93.959	93.136
CFDA Name:	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse	Injury Prevention and Control Research and State and Community Based Programs
Total Federal Award:	6547845	13094334	3854849
Project Description:	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention, Treatment, and Recovery Services	Oregon Data to Action in States
Awarding Official:	Katrina Morgan	Katrina Morgan	Brownie Anderson-Rana
Indirect Cost Rate:	0	0	17.79
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	82340	TBD	52125
Index:	87850	87850	50339

Agency	UEI	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$5,382.33	\$26,911.67	\$13,297.00	\$45,591.00

DOCUMENT RETURN STATEMENT

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

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

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

I, _____
Name Title

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

_____ by email.

Contractor's name

On _____,
Date

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

Authorizing signature

Date

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

AGENDA ITEM REQUEST



Date:

September 10, 2024

Meeting date desired:

September 18, 2024

Subject:

Runway 15-33 Reconstruction Contract with TaylorNW

Background and policy implications:

On August 28th's Work Session, the Board named TaylorNW the lowest responsive, responsible bidder on the Runway 15-33 reconstruction contract. The County issued the Notice of Intent to Award thereafter. There were no bid protests. The parties can now execute the contract. Once work is ready to begin, the County will issue a Notice to Proceed.

Budget/fiscal impacts:

\$3,854,272.00, funded primarily through FAA/COAR grants

Requested by:

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

Presenters:

Consent

CONSTRUCTION CONTRACT

In consideration of the covenants herein below set forth, Taylor Northwest, LLC., hereafter referred to as **CONTRACTOR**, and Crook County, a political subdivision of the State of Oregon, acting by and through its County Court, hereafter referred to as **COUNTY**, mutually contract as follows:

I. ESSENTIAL TERMS

- 1.1 **CONTRACTOR** agrees and covenants to perform and complete the work herein described and provided for and furnish all machinery and necessary tools, apparatus, equipment, supplies, materials, and labor, and do all things in accordance with the applicable specifications and any such alterations or modifications of this Construction Contract as may be made by **COUNTY**, and according to such directions as may from time to time be made or given by the Project Manager, under authority and within the meaning and purpose of this contract.
 - 1.1.1 In accordance with the terms of the bid specifications, **COUNTY** has elected, and the parties do hereby agree, that the scope of work shall be as set forth in the Contract Documents and Specification for the construction of **Runway 15-33 Reconstruction and Associated Improvements** at the Prineville-Crook County Airport and any addenda (collectively, the "Bid Documents").
 - 1.1.2 All contract documents, certifications, plans, and bid specifications provided in the bid proposal document, any addenda, and the bid schedule of contract prices in the **CONTRACTOR'S** bid proposal, are hereby incorporated by reference as if the same were fully set out in writing and inserted herein. Said documents, together with this Construction Contract and its attachments constitute the Contract Documents. In the event of a conflict between two or more documents comprising the Contract Documents, the specific provisions of this Construction Contract have priority; otherwise the language in the document with the highest precedence shall control. The order of precedence shall be as described in section 50-03 of the General Contract Provisions. Any conflict or difference within the Contract Documents shall be called to the attention of **COUNTY** by **CONTRACTOR** before proceeding with affected work.
 - 1.1.3 The total cost to **COUNTY** for this project is THREE MILLION EIGHT HUNDRED FIFTY-FOUR THOUSAND TWO HUNDRED SEVENTY-TWO Dollars (\$3,854,272.00), complete with all material, labor, and equipment as may be necessary for the faithful and professional performance of this contract as may be required by **COUNTY**.
- 1.2 **CONTRACTOR** agrees to complete full performance in accordance with all plans and specifications WITHIN **93** calendar days, not including calendar days associated with Project Winterization 2025, from the effective date of the Notice to Proceed For Onsite Construction Fall 2024, or achieve Substantial Completion by July 31, 2025 and Final Completion by August 31, 2025, whichever comes first.
 - 1.2.1 Time is of the essence in this contract. Because of the difficulty of computing actual damages, liquidated damages at the rate indicated in paragraph 80-08 of the General Provisions Section of this Construction Contract shall be assessed if work is not completed and accepted as identified in section 1.2 above. The parties agree that this paragraph is a reasonable forecast of just compensation caused by the breach and is not a penalty.
- 1.3 **CONTRACTOR** agrees that **COUNTY** shall not be responsible or liable to pay any sum of money over the contract total of \$3,854,272.00, except that **COUNTY** agrees to pay **CONTRACTOR** based on actual quantities of work performed and other basis of payment specified, taking into account any amounts that may be deductible under this Construction Contract, provided that the work performed is in accordance with the contract, is satisfactorily performed at the direction of the Project Manager, and is covered, if necessary for **COUNTY** budget purposes, by a contract amendment. Notwithstanding any term contained herein to the contrary, **COUNTY** shall not be liable or responsible for any payment for additional work or cost unless **COUNTY** specifically assumes in writing such responsibility and liability on and by itself.
 - 1.3.1 **COUNTY** will not be responsible for any losses or unanticipated costs suffered by **CONTRACTOR** as a result of **CONTRACTOR'S** failure to obtain full information in advance in regard to all conditions pertaining to the work.

- 1.4 Any progress payment shall be due according to contract specifications; final payment shall be due when the contract has been fully performed according to its terms. **COUNTY** shall make payment when **CONTRACTOR** submits evidence satisfactory to **COUNTY** of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the Contract Documents. Payment shall be made promptly in accordance with ORS 279C.500 - 279C.545 and 49 CFR part 26, and both parties shall have all the rights and duties (including the right to withhold retainage) specified in ORS 279C.550 - 279C.570 and 49 CFR part 26 regarding payment.
- 1.5 This contract may be cancelled at the election of **COUNTY** for any substantial breach, willful failure, or refusal on the part of **CONTRACTOR** to faithfully perform the Contract Documents according to its terms. **COUNTY** may terminate the contract by written order or upon request of the **CONTRACTOR** if the work cannot be completed for reasons beyond the control of either the **CONTRACTOR** or **COUNTY**, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third-party judicial proceeding relating to the work other than one filed concerning a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the **CONTRACTOR** is entitled to a reasonable time extension, costs, and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated due to the public interest, the **CONTRACTOR** shall be paid per ORS 279C.660.
- 1.6 If **COUNTY** does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Construction Contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. **COUNTY** will notify **CONTRACTOR** of such non-appropriation not later than thirty (30) days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, **COUNTY** shall have no further obligation to the **CONTRACTOR** for payments beyond the termination date. This provision does not permit **COUNTY** to terminate the contract in order to obtain similar services or goods from a different **CONTRACTOR**.
- 1.7 The *Standard Specifications for Highway Construction* adopted by the State of Oregon, and the *Manual on Uniform Traffic Control Devices*, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

II. NATURE OF THE RELATIONSHIP BETWEEN THE PARTIES

- 2.1. The performance of this contract is at **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an **independent contractor** who is not an officer, employee, or agent of **COUNTY** as those terms are used in ORS 30.265, and will be so deemed for all purposes.
 - 2.1.1. **CONTRACTOR** is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by **CONTRACTOR** shall be similarly responsible.
 - 2.1.2. **CONTRACTOR** shall certify it has sufficient insurance coverage and names **COUNTY** an additional insured on Exhibit A, which is attached and incorporated herein.
 - 2.1.3. This contract is not intended to entitle **CONTRACTOR** to any benefits generally granted to **COUNTY** employees.
- 2.2. **CONTRACTOR** agrees to make all provisions of the contract with **COUNTY** applicable to any subcontractor performing work under the contract.
- 2.3. **CONTRACTOR** agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by **COUNTY**.

- 2.4. **CONTRACTOR** agrees to indemnify, defend, and hold **COUNTY**, its Commissioners, agents, officers, and employees harmless and defend all damages, losses, and expenses, included but not limited to attorney's fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the fault of the **CONTRACTOR**, the **CONTRACTOR'S** agents, representatives, or subcontractors in the performance of or failure to perform this contract. However, **CONTRACTOR** shall not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee's negligence.

III. CONTRACTOR'S SPECIFIC OBLIGATIONS AND RIGHTS

3.1 **CONTRACTOR** hereby warrants:

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

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

3.1.2 **CONTRACTOR** certifies that he/she has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits, or certificates before performing any work. The failure of **CONTRACTOR** to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

3.1.3 **CONTRACTOR** represents and warrants that **CONTRACTOR** has complied with the tax laws of this State or a political subdivision of this State, including but not limited to ORS 303.380(4), 305.620, and ORS Chapters 316, 317, and 318. **CONTRACTOR** covenants to continue to comply with the tax laws of this State or a political subdivision of this State during the term of the public contract, and provides that **CONTRACTOR'S** failure to comply with the tax laws of this State or a political subdivision of this State before the **CONTRACTOR** executed the public contract or during the term of the public contract is a default for which **COUNTY** may terminate the public contract and seek damages and other relief available under the terms of the Contract Documents or under applicable law.

- 3.1.4 **CONTRACTOR** shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's *Model Public Contract Rules Manual*.
- 3.1.5 It is a material condition of this contract that **CONTRACTOR** remain certified as a disadvantaged, minority, women, or emerging small business enterprise under ORS 200.055 or businesses that service-disabled veteran owns for the entire term of the contract, whenever **COUNTY** awards the contract, in whole or in part, on the basis of the **CONTRACTOR'S** certification.
- 3.1.6 **CONTRACTOR** agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability, or quality is otherwise equal.
- 3.1.7 The **CONTRACTOR** agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this agreement for a period of one (1) year after the date of acceptance of the work by **COUNTY**, or as otherwise required by the contract documents, and further agrees to indemnify **COUNTY** from any costs encountered in remedying such defects.
- 3.2 With respect to payments, **CONTRACTOR** specifically warrants that:
- 3.2.1 **CONTRACTOR** shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from **CONTRACTOR** or any subcontractor in connection with the performance of the contract.
- 3.2.2 **CONTRACTOR** and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 3.2.3 **CONTRACTOR** shall make payment promptly, as due, to all persons supplying to such **CONTRACTOR** labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.
- 3.2.4 **CONTRACTOR** shall make payment promptly, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of **CONTRACTOR**, of all sums which the **CONTRACTOR** agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.
- 3.2.5 If **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract:
- 3.2.5.1 For a public improvement within thirty (30) days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4), and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the **CONTRACTOR** or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency, or from the **CONTRACTOR**, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.
- 3.2.5.2 The person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

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

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

3.3 **CONTRACTOR'S** obligation with respect to its employees:

3.3.1 Workers in each trade or occupation employed in the performance of the contract by **CONTRACTOR** or any subcontractor, as referenced in ORS 279C.580 - 279C.590 and the Davis-Bacon Act (40 USC. 3141, et seq), shall be paid not less than the prevailing minimum hourly rate of wage on the date of **CONTRACTOR'S** bid, as determined by the Commissioner of the Oregon Bureau of Labor and the U.S. Secretary of Labor (whichever is higher). See Exhibit C attached hereto (BOLI Form WH-38).

3.3.1.1 For each week during which workers are employed upon the public work, **CONTRACTOR**, any subcontractor or their sureties, shall file weekly/monthly certificates of rate of wage as required by ORS 279C.845. If **COUNTY** determines at any time that the prevailing rate of wages has not or is not being paid as required herein, it may retain, for the monies due to **CONTRACTOR**, an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract.

3.3.1.2 **CONTRACTOR** shall be liable, and shall hold **COUNTY** harmless therefrom, to the workers affected for failure to pay the required rate of wage in the amount of their unpaid minimum wages, including all fringe benefits under ORS 279C.840 and the Davis Bacon Act 40 USC 276(a).

3.3.1.3 A fee of one-tenth of one percent (0.1%) of the price of this contract is required to be paid to the Bureau of Labor and Industries as provided in ORS 279C.825 and shall be paid by **COUNTY**.

3.3.2 The **CONTRACTOR**, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Exhibit B attached hereto (Workers' Compensation Insurance Certification).

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

- (a) All overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday, and
- (b) All overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and
- (c) All work performed on the days specified in ORS 279C.540.

- (d) The **CONTRACTOR** shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
- (e) The **CONTRACTOR** may not prohibit any of the **CONTRACTOR**'s employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee of another person.

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

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

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

3.4 **CONTRACTOR'S** obligations with respect to subcontracting:

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

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

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

IV. COUNTY'S SPECIFIC OBLIGATIONS AND RIGHTS

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

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

V. MISCELLANEOUS PROVISIONS

- 5.1 Modifications or amendments to this contract shall be effective only if in writing and executed by both parties. This document (including any exhibits, schedules, plans, certifications, and other documents and instruments referred to in this contract that comprise the Contract Documents) is the entire, final, and complete agreement of the parties pertaining to this contract, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives.
- 5.2 In the event of an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any the terms of this contract, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 5.3 This 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.
- 5.4 Any captions used in this contract are provided for convenience only and will not affect the meaning or interpretation of any provision of this contract. All references in this contract to "section" or "sections" without additional identification refer to the section or sections of this contract. All words used in this contract will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this contract, they will be deemed to be followed by the words "without limitation."
- 5.5 If any provision of this contract is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this contract will not be impaired in any way.

///

///

///

///

///

///

///

IN WITNESS WHEREOF, the parties have executed this contract on the below said date.

CONTRACTOR

COUNTY

Business
Name: _____

Seth Crawford, County Commissioner
Date: _____

By: _____

Signature

Susan Hermreck, County Commissioner
Date: _____

Print Name
Its: _____

Brian Barney, County Commissioner
Date: _____

Date _____

CONTRACTOR'S CCB # _____

Telephone Number

Address

City State Zip

**Exhibit A
Insurance Coverage (Marked Items Required)**

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

X **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
<u> </u> Explosion & Collapse	<u> </u> \$1 million per occurrence
<u> </u> Underground Hazard	<u> X </u> Limits of the Oregon Tort Claims Act
<u> </u> Products/Completed Operations	(ORS 30.260-30.300) presently at \$1,333,300 per occurrence
<u> X </u> Contractual Liability	<u> X </u> Other – Tort limits adjusted per ORS 30.372(4) beginning in
<u> </u> Broad Form Property Damage	2015
<u> </u> Owners & Contractors Protective	

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

X **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

- LIMITS**
- \$1 million per occurrence
 - Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
 - X** Not less than the limits of the Oregon Tort Claims Act
(ORS 30.260-30.300) presently at \$1,333,300 per occurrence

 PROFESSIONAL LIABILITY insurance with limits not less than \$_____.

X **ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

X **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

 EMPLOYERS LIABILITY insurance with limits of \$500,000.

X **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$_____.

 FIDELITY BOND covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$_____ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business
Name: _____ Date _____

By: _____
Signature _____ Print Name _____

Its: _____

Exhibit B
Workers' Compensation Insurance Certification

All subject employers working under this contract are either employers that will comply with ORS 656.17 or employers that are exempt under ORS 656.126. The Contractor for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

Employers Complying with ORS 656.017

1. "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

Insurance Company Name: _____

ID/Policy No.: _____

2. "Self-insured employer" (certified by the Workers' Compensation Division).

ID number as assigned by the Workers' Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

Employers Exempt under ORS 656.126

4. Workers' Compensation Coverage, State of Origin: _____

In the event of cancellation or change of the information above, Contractor certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

CONTRACTOR

Name of Company

By: _____

Dated: _____

Its: _____

Print Name

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

PRIME CONTRACTOR

SUBCONTRACTOR

PAYROLL NO. _____

FINAL PAYROLL

Business Name (DBA): _____ Phone: () _____ CCB Registration Number: _____

Project Name: _____ Project Number: _____ Type of Work: _____

Street Address: _____ Project Location: _____

Mailing Address: _____ Project County: _____

Date Pay Period Began: _____ Date Pay Period Ended: _____

THIS SECTION FOR PRIME CONTRACTORS ONLY **THIS SECTION FOR SUBCONTRACTORS ONLY**

Public Contracting Agency Name: _____ Subcontract Amount: _____
 Phone: () _____ Prime Contractor Business Name (DBA): _____
 Date Contract Specifications First Advertised for Bid: _____ Prime Contractor Phone: () _____
 Contract Amount: _____ Prime Contractor's CCB Registration Number: _____
 Date You Began Work on the Project: _____

(1) NAME, ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	(2) CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)	(3) DAY AND DATE							(4) TOTAL HOURS	(5) HOURLY BASE RATE	(6) HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	(7) GROSS AMOUNT EARNED (see directions)	(8) ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	(9) NET WAGES PAID	(10) HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	(11) NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
		HOURS WORKED EACH DAY															
		OT							0								
		ST							0								
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: <input type="checkbox"/> <input type="checkbox"/> to <input type="checkbox"/> <input type="checkbox"/> .															
		OT							0								
		ST							0								
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: <input type="checkbox"/> <input type="checkbox"/> to <input type="checkbox"/> <input type="checkbox"/> .															
		OT							0								
		ST							0								
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: <input type="checkbox"/> <input type="checkbox"/> to <input type="checkbox"/> <input type="checkbox"/> .															
		OT							0								
		ST							0								
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: <input type="checkbox"/> <input type="checkbox"/> to <input type="checkbox"/> <input type="checkbox"/> .															

*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

CERTIFIED STATEMENT

Date: _____

I, _____,
 (NAME OF SIGNATORY PARTY) (TITLE)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by:

_____ (CONTRACTOR, SUBCONTRACTOR OR SURETY)
 on the _____; that during the payroll period
 (BUILDING OR WORK)
 commencing on the _____ day of _____, _____, and ending the _____ day
 (MONTH) (YEAR)
 of _____, _____, all persons employed on said project have been paid the
 (MONTH) (YEAR)
 full weekly wages earned, that no rebates have been or will be made either directly or
 indirectly to or on behalf of said _____

(CONTRACTOR, SUBCONTRACTOR OR SURETY)
 from the full weekly wages earned by any person, and that no deductions have been
 made either directly or indirectly from the full wages earned by any person, other than
 permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part
 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as
 amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and
 described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above
 period are correct and complete; that the wage rates for workers contained therein are
 not less than the applicable wage rates contained in any wage determination
 incorporated into the contract; that the classifications set forth therein for each worker
 conform with work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
 apprenticeship program registered with a state apprenticeship agency recognized by the
 Bureau of Apprenticeship and Training, United States Department of Labor, or if no such
 recognized agency exists in a state, are registered with the Bureau of Apprenticeship
 and Training, United States Department of Labor.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF
 AND IT IS TRUE TO MY KNOWLEDGE:

 (NAME AND TITLE)

 (SIGNATURE AND DATE)

**In addition to completing sections (1) - (3), if your project is subject to the federal
 Davis-Bacon Act requirements, complete the following section as well:**

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR
 PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic
 listed in the above referenced payroll, payments of fringe benefits as listed in
 the contract have been or will be made to appropriate programs for the benefit
 of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
 as indicated on the payroll, an amount not less than the sum of the applicable
 basic hourly wage rate plus the amount of the required fringe benefits as listed
 in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION

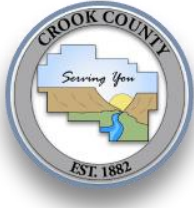
REMARKS:

NAME AND TITLE	SIGNATURE
----------------	-----------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY
 SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL
 PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31
 OF THE UNITED STATES CODE.

FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.
INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI.

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

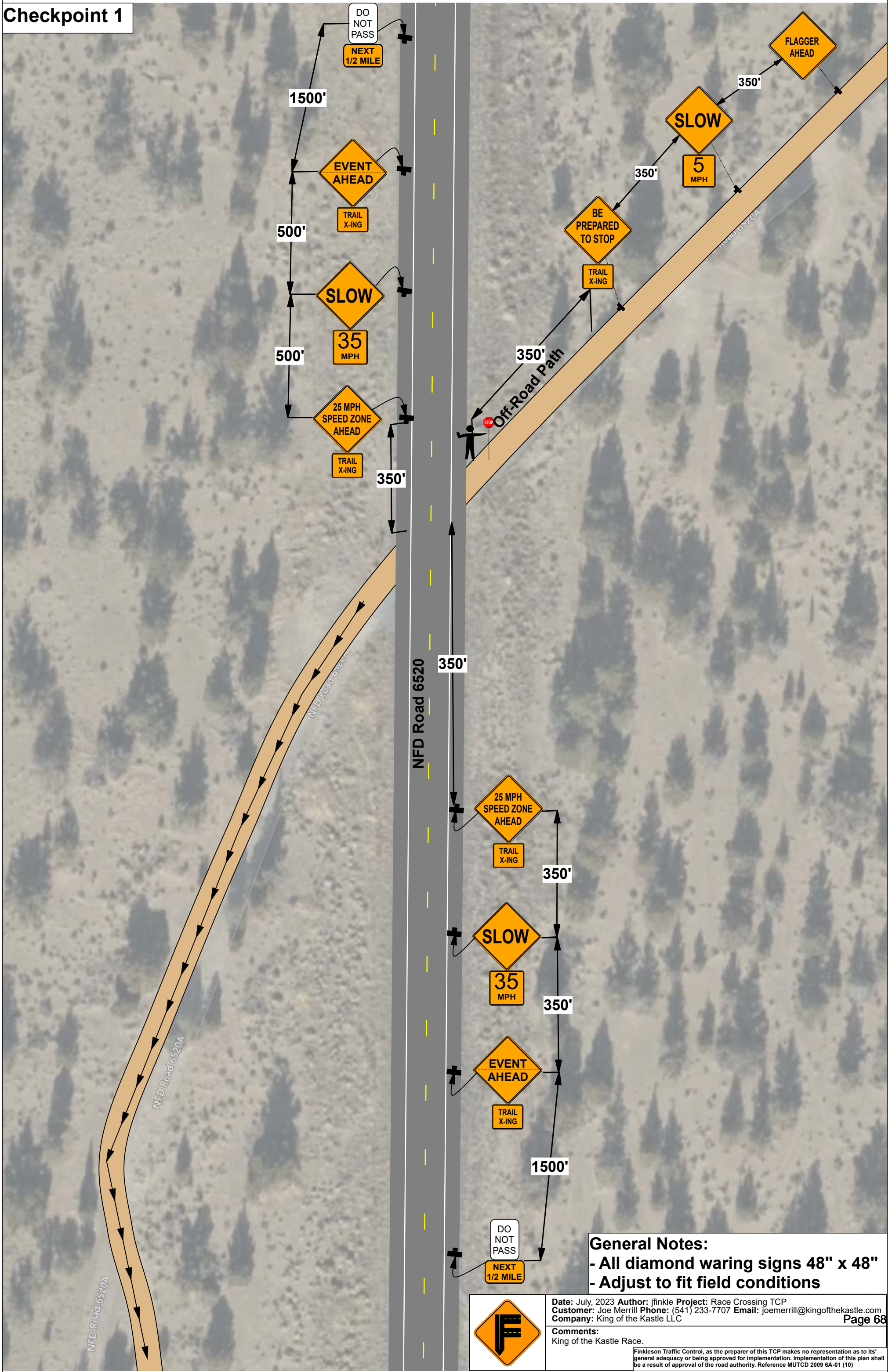
Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

Checkpoint 1

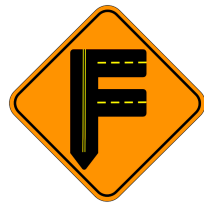


General Notes:
 - All diamond warning signs 48" x 48"
 - Adjust to fit field conditions



Date: July, 2023 Author: jfinkle Project: Race Crossing TCP
 Customer: Joe Merrill Phone: (541) 233-7707 Email: joemerrill@kingofthekastle.com
 Company: King of the Kastle LLC Page 68

Comments:
 King of the Kastle Race.
Finkleson Traffic Control, as the preparer of this TCP makes no representation as to its' general adequacy or being approved for implementation. Implementation of this plan shall be a result of approval of the road authority. Reference MUTCD 2009 6A-01 (10)



Date: June, 2021 Author: jfinkle Project: Race Crossing TCP
 Customer: Joe Merrill Phone: (541) 233-7707 Email: joemerrill@kingofthekastle.com
 Company: King of the Kastle LLC

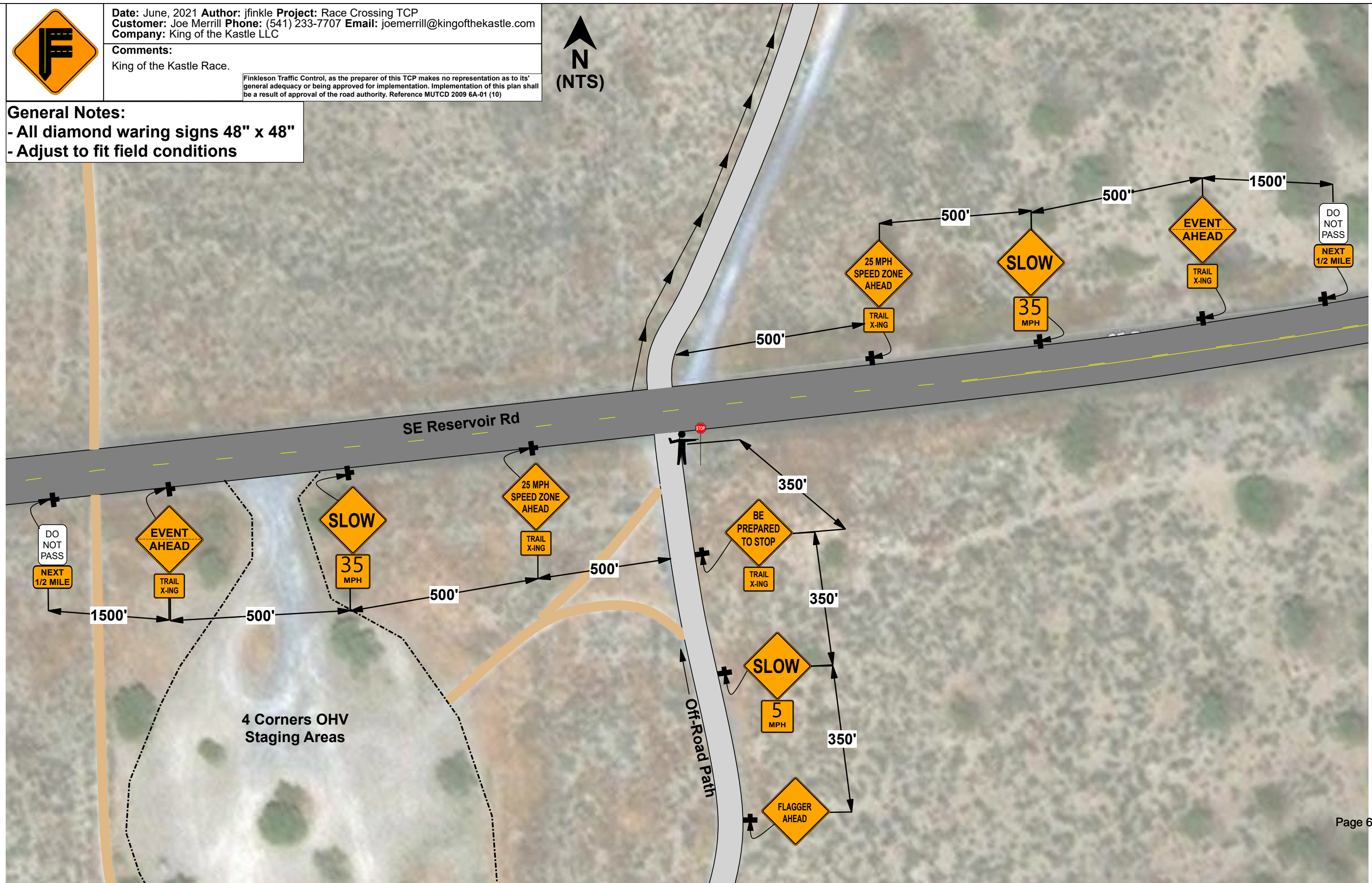
Comments:
 King of the Kastle Race.

Finkleson Traffic Control, as the preparer of this TCP makes no representation as to its general adequacy or being approved for implementation. Implementation of this plan shall be a result of approval of the road authority. Reference MUTCD 2009 6A-01 (10)



General Notes:

- All diamond warning signs 48" x 48"
- Adjust to fit field conditions





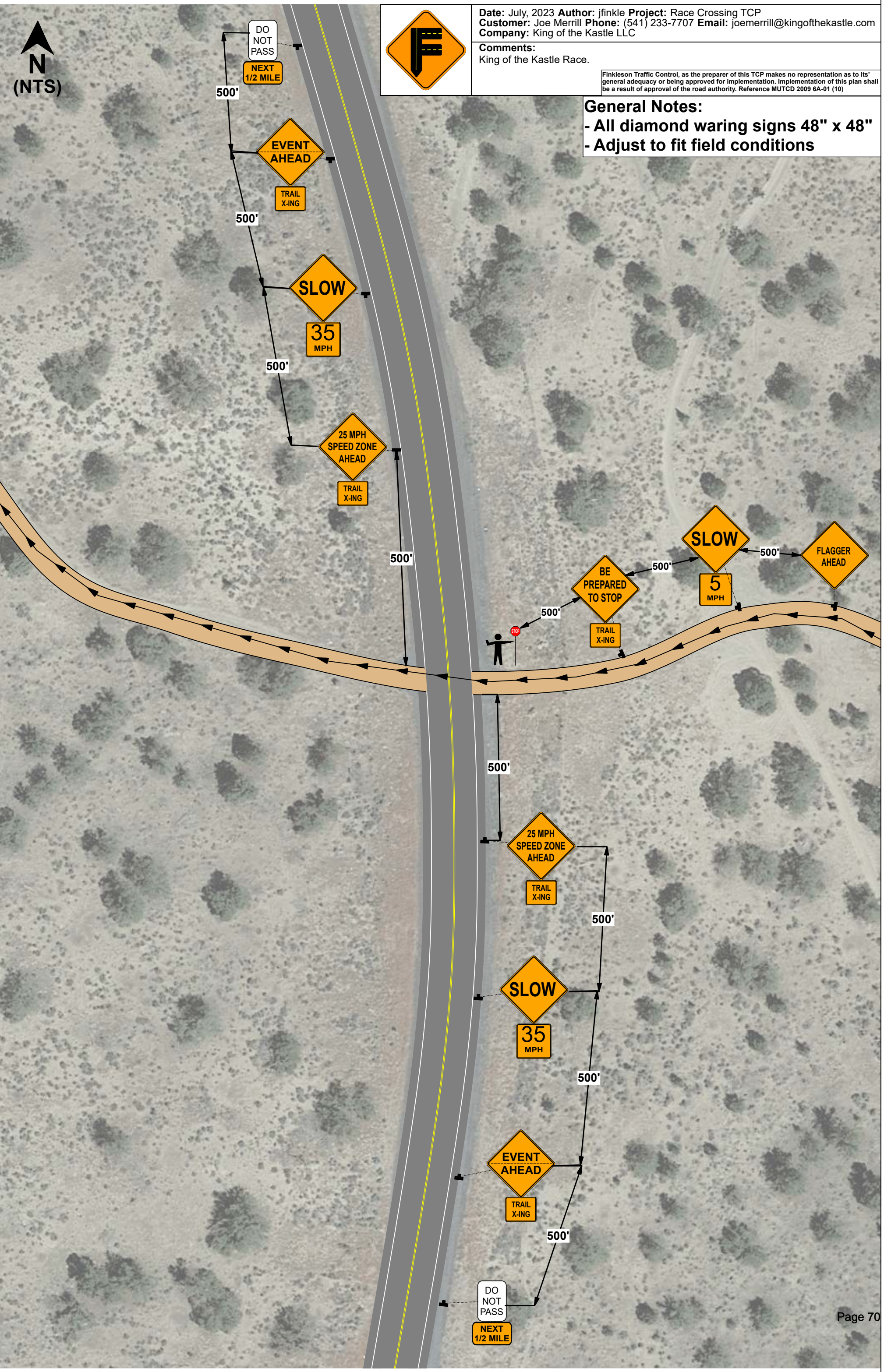
Date: July, 2023 Author: jfinkle Project: Race Crossing TCP
Customer: Joe Merrill Phone: (541) 233-7707 Email: joemerrill@kingofthekastle.com
Company: King of the Kastle LLC

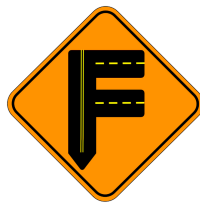
Comments:
King of the Kastle Race.

Finkleson Traffic Control, as the preparer of this TCP makes no representation as to its' general adequacy or being approved for implementation. Implementation of this plan shall be a result of approval of the road authority. Reference MUTCD 2009 6A-01 (10)

General Notes:

- All diamond warning signs 48" x 48"
- Adjust to fit field conditions





Date: June, 2021 Author: jfinkle Project: Race Crossing TCP
 Customer: Joe Merrill Phone: (541) 233-7707 Email: joemerrill@kingofthekastle.com
 Company: King of the Kastle LLC

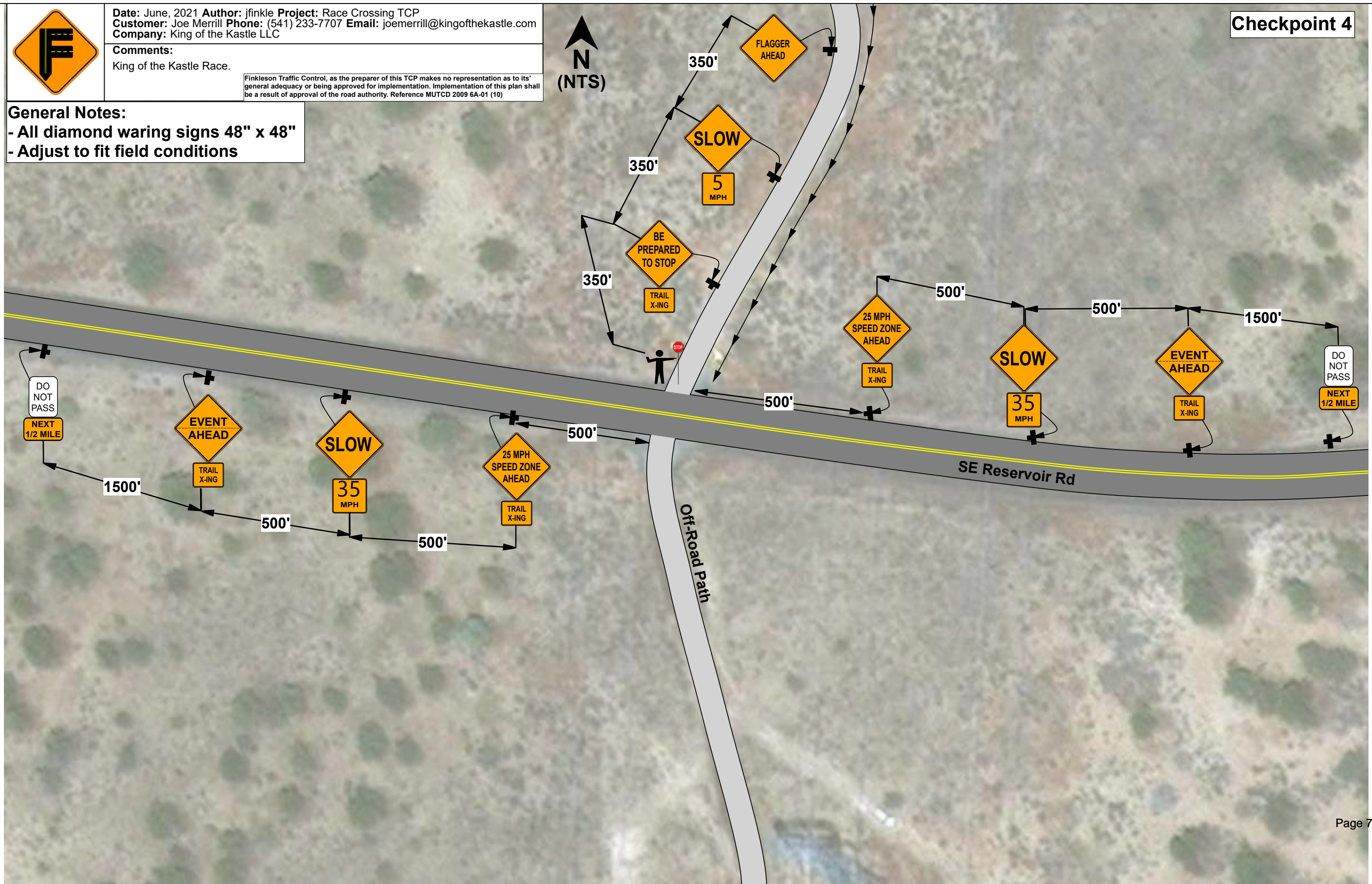
Comments:
 King of the Kastle Race.

Finkleson Traffic Control, as the preparer of this TCP makes no representation as to its general adequacy or being approved for implementation. Implementation of this plan shall be a result of approval of the road authority. Reference MUTCD 2009 6A-01 (10)

Checkpoint 4

General Notes:

- All diamond warning signs 48" x 48"
- Adjust to fit field conditions





Agenda Item Request

Date:

September 5, 2024

Meeting date desired:

September 18, 2024 – Regular Board of Commissioners Meeting – Discussion Item

(Note: The included required budget hearing notice form is scheduled to be published in the Central Oregonian on 9/10/2024)

Subject:

Supplemental Budget Hearing – Order 2024-42 Adopting a Supplemental Budget for Crook County Fiscal Year 2024-25

Background and policy implications:

This resolution proposes a supplemental budget for Crook County to accept revenue, change related appropriations, authorize appropriation transfer, and adjust expenditure budget appropriations for County funds for Fiscal Year 2024-25.

Budget/fiscal impacts:

Will not have needed appropriation authority for certain County funds through June 30, 2025 unless the supplemental budget is adopted

Requested by:

Jamie Berger

541-447-6554

jamie.berger@crookcountyor.gov

Presenters:

Jamie Berger

Budget Manager

Legal review (only if requested):

NA

Elected official sponsor (if applicable):

NA

Notice of Supplemental Budget Hearing
Oregon Department of Revenue

• Use for supplemental budget proposing a change in any fund’s expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for Crook County, for the current fiscal year, will be
(District name)

held at 320 NE Court St, Prineville, OR 97754.
(Location)

The hearing will take place on 9/18/2024 at 9:00 a.m. p.m. The purpose
(Date) (Time)

of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after 9/10/2024 at
(Date)

200 NE 2nd St, Prineville, OR 97754, between the hours of 8:00 a.m. p.m. and 4:30 a.m. p.m.
(Location)

SUMMARY OF PROPOSED BUDGET CHANGES

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Title III Fund (Fund 313)

Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1. Fund Balance	\$ 556,000	1. Materials and Services	\$ 348,000
2.		2. Capital Outlay	\$ 300,000
3.		3.	
Revised Total Fund Resources	\$ 648,000	Revised Total Fund Requirements	\$ 648,000

Explanation of changes:

Due to timing issues and delays, less was spent on approved Title III projects in Fiscal Year 2024 than planned. This created a larger carryover into Fiscal Year 2025 than was budgeted. The carryover needs to be appropriated through this supplemental budget so that the approved projects, in particular the Sheriffs Office mobile command outpost unit, can be completed in Fiscal Year 2025 instead.

FUND: Capital Projects Fund (Fund 392)

Resource	Amount	Expenditure—indicate Org. unit / Prog. & Activity, and Object class.	Amount
1. Fund Balance	\$ 5,543,000	1. Justice Center	\$ 7,113,000
2.		2.	
3.		3.	
Revised Total Fund Resources	\$ 21,629,000	Revised Total Fund Requirements	\$ 21,629,000

Explanation of changes:

The Justice Center construction was not completed by the end of Fiscal Year 2024 as anticipated in the budget process, creating a larger carryover into Fiscal Year 2025 than was budgeted. The carryover (Fund Balance) needs to be appropriated through this supplemental budget to finish construction on the Justice Center in Fiscal Year 2025.

**BY THE BOARD OF COMISSIONERS IN THE STATE OF OREGON
FOR THE COUNTY OF CROOK**

IN THE MATTER OF **ORDER # 2024-42**
A Resolution Adopting a Supplemental Budget for Fiscal Year 2024-25

WHEREAS, This resolution proposes a supplemental budget for Crook County to accept revenue, change related appropriations, authorize appropriation transfer, and adjust expenditure budget appropriations for County funds for Fiscal Year 2024-25.

WHEREAS, This resolution is made in accordance with ORS 294.463(1) which provides that the County may transfer appropriations within funds and ORS 294.471(1)(a) which provides that the County may make a supplemental budget for an occurrence or condition that is not ascertained when preparing the original budget for the current year that requires a change in financial planning.

Capital Projects Fund (Fund 392)

Resources:	Adopted (Existing)	Changes	Adjusted
Fund Balance	-	5,543,000	5,543,000
Other Adopted Resources	16,086,000	-	16,086,000
Fund 392 Resources Total	16,086,000	5,543,000	21,629,000
Appropriations:			
Materials & Services	284,000	-	284,000
Courthouse	3,700,000		3,700,000
Justice Center	1,570,000	5,543,000	7,113,000
Transfers	8,500,000	-	8,500,000
Contingency	2,032,000	-	2,032,000
Fund 392 Appropriation Total	16,086,000	5,543,000	21,629,000

The Justice Center construction was not completed by the end of Fiscal Year 2024 as anticipated in the budget process, creating a larger carryover into Fiscal Year 2025 than was budgeted. The carryover (Fund Balance) needs to be appropriated through this supplemental budget in order to finish construction on the Justice Center in Fiscal Year 2025.

Title III Fund (Fund 313)

Resources:	Adopted (Existing)	Changes	Adjusted
Fund Balance	225,000	331,000	556,000
Other Adopted Resources	92,000	-	92,000
Fund 313 Resources Total	317,000	331,000	648,000
Appropriations:			
Materials & Services	267,000	81,000	348,000
Capital Outlay	50,000	250,000	300,000
Fund 313 Appropriation Total	317,000	331,000	648,000

Supplemental budget needed to appropriate carryover resources (Fund Balance) so that approved projects from the prior year whose completion was delayed, in particular the Sheriff's Office mobile command outpost unit, can be completed in Fiscal Year 2025 instead.

General Fund (Fund 101)

Appropriations:	Adopted (Existing)	Changes	Adjusted
Non Departmental	418,000	130,000	548,000
Contingency	8,133,000	(130,000)	8,003,000
All Other Appropriations	14,784,000	-	14,784,000
Fund 101 Appropriation Total	23,335,000	-	23,335,000

Transfer from contingency to fund a fleet management program out of the General Fund Non Departmental appropriation, including the addition of a 1.0 FTE Fleet Program Manager.

Sheriff's Office Fund (Fund 251)

Resources:	Adopted (Existing)	Changes	Adjusted
Intergovernmental	3,643,000	150,000	3,793,000
Other Adopted Resources	13,328,000	-	13,328,000
Fund 251 Resources Total	16,971,000	150,000	17,121,000
Appropriations:			
Parole & Probation	2,313,000	150,000	2,463,000
All Other Appropriations	14,658,000	-	14,658,000
Fund 251 Appropriation Total	16,971,000	150,000	17,121,000

To appropriate additional resources awarded after the start of Fiscal Year 2024-25 for the Oregon Behavioral Health Deflection Grant Program to be managed by the Parole & Probation division of the Sheriff's Office. This includes the addition of a 1.0 FTE Law Enforcement Assisted Diversion (LEAD) Program Coordinator.

NOW, THEREFORE BE IT RESOLVED that the Crook County Board of Commissioners hereby adopts this Resolution for the purposes detailed above for the fiscal year ending June 30, 2025.

DATED this 18th day of September 2024.

CROOK COUNTY BOARD OF COMMISSIONERS:

SETH CRAWFORD, County Commissioner, Board Chair

SUSAN HERMRECK, County Commissioner

BRIAN BARNEY, County Commissioner

AGENDA ITEM REQUEST



Date:

September 10, 2024

Meeting date desired:

September 18, 2024

Subject:

Amendments to Justice Center Funding Agreements

Background and policy implications:

The County signed both a Master Funding Agreement and Phase Funding Agreement with the State in July of this year to receive matching funds for the construction of the County's new Justice Center. Enclosed are two simple amendments to each. The First Amendment to Crook County Courthouse Master Funding Agreement simply clarifies that the ARPA funds the County received at the end of FY 23/24 are exempt from the Art. XI-Q requirements in the remainder of the Agreement. The First Amendment to Crook County Courthouse Phase 1 Funding Agreement adds a second 100% match tier (as opposed to the existing 65% tier) for planning costs (including architectural costs and feasibility studies), land acquisition, and SDCs.

Budget/fiscal impacts:

TBD

Requested by:

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

Presenters:

John Eisler

Legal review (only if requested):

**FIRST AMENDMENT TO
CROOK COUNTY COURTHOUSE
MASTER FUNDING AGREEMENT**

This First Amendment (“Amendment”) to Crook County Courthouse Master Funding Agreement (“Original Agreement”) is made by and among the State of Oregon, acting by and through its Department of Administrative Services (“DAS”) and the Oregon Judicial Department (“OJD”) (together referred to as the “State”), and Crook County, Oregon (“County”). OJD, DAS and County are each referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On July 12, 2024, the Parties entered into the Original Agreement.
- B. The Parties now desire to amend the Original Agreement to revise the requirements related to State Funds.

AGREEMENT

In consideration of the above Recitals which are true and are hereby incorporated into this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- 1. Section 10(c) of the Original Agreement is renumbered 10(b).
- 2. Section 10(b) of the Original Agreement is deleted in its entirety and replaced with the following:

“(c) General and ARPA CSFRF Funds Exception. If the State Funds for a specific Phase come from General Funds or from ARPA CSFRF Funds instead of State Bonds, the limitations in Section 10(a) above related to tax-exempt bond financings and financings with obligations bearing interest shall not apply to Authorized Costs.”

- 3. Except as provided in this Amendment, all other terms and conditions of the Original Agreement are still in full force and effect.
- 4. This Amendment may be executed in two or more counterparts (by electronic signature, facsimile, or otherwise), each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

[SIGNATURES FOLLOW ON NEXT TWO PAGES]

The State and the County, by execution of this Amendment, each hereby acknowledge each has read this Amendment, understands it and agrees to be bound by its terms and conditions. The Parties agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

**The State of Oregon,
acting by and through its Department of Administrative Services (DAS):**

Print Name: _____

Title: _____

Signature: _____

Date: _____

**The State of Oregon,
acting by and through its Judicial Department (OJD):**

Print Name: _____

Title: _____

Signature: _____

Date: _____

Approved as to Legal Sufficiency for the State:

By: _____

Wendy Johnson, Sr. Assistant Attorney General

Date: August 28, 2024 (email of approval on file with State)

Crook County, Oregon (County):

Print Name: _____

Title: _____

Signature: _____

Date: _____

Approved as to legal sufficiency for the County:

By: _____
_____, Assistant County Attorney

Date: _____

**FIRST AMENDMENT TO
CROOK COUNTY COURTHOUSE
PHASE 1 FUNDING AGREEMENT**

This First Amendment (“Amendment”) to Crook County Courthouse Phase Funding Agreement for Phase I (“Original Agreement”) is made by and among the State of Oregon, acting by and through its Department of Administrative Services (“DAS”) and the Oregon Judicial Department (“OJD”) (together referred to as the “State”), and Crook County, Oregon (“County”). OJD, DAS and County are each referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On July 12, 2024, the Parties entered into the Original Agreement.
- B. The Parties now desire to amend the Original Agreement to extend the Phase Completion Date and to revise the State’s Proportionate Share for Phase I.

AGREEMENT

In consideration of the above Recitals which are true and are hereby incorporated into this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- 1. Section 4(i) of the Original Agreement is deleted in its entirety and replaced with the following:
 - (i) “State’s Proportionate Share” means the following:
 - (i) **100%**, which is the portion of the costs of the Phase I Authorized Costs attributable to the purchase of the Project Parcel and the initial planning costs. For the purposes of this provision, initial planning costs include costs for the architect/engineer’s feasibility studies for the Project Parcel site and the Conceptual Space Programming, and the system development charges for the Project Parcel site; and
 - (ii) **65%**, which is the portion of the costs of the Phase I Authorized Costs, other than costs under Section 4(i)(i) above, that are eligible for payment by State Funds, representing that portion of the costs of Phase I that the State Premises bears to Phase I.
- 2. Any reference in the Original Agreement to the “Phase Completion Date” shall mean September 30, 2024, rather than August 6, 2024.
- 3. Except as provided in this Amendment, all other terms and conditions of the Original Agreement are still in full force and effect.
- 4. This Amendment may be executed in two or more counterparts (by electronic signature, facsimile, or otherwise), each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

[SIGNATURES FOLLOW ON NEXT TWO PAGES]

The State and the County, by execution of this Amendment, each hereby acknowledge each has read this Amendment, understands it and agrees to be bound by its terms and conditions. The Parties agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

**The State of Oregon,
acting by and through its Department of Administrative Services (DAS):**

Print Name: _____

Title: _____

Signature: _____

Date: _____

**The State of Oregon,
acting by and through its Judicial Department (OJD):**

Print Name: _____

Title: _____

Signature: _____

Date: _____

Approved as to Legal Sufficiency for the State:

By: _____

Wendy Johnson, Sr. Assistant Attorney General

Date: August 28, 2024 (email of approval on file with State)

Crook County, Oregon (County):

Print Name: _____

Title: _____

Signature: _____

Date: _____

Approved as to legal sufficiency for the County:

By: _____
_____, Assistant County Attorney

Date: _____