



# CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, December 4, 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: Phone: 1-253-215-8782; Meeting ID: 954 2612 6858; Passcode: 178149

## 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. Order 2024-47 In the matter of the appointments to the Ag Extension Service District Advisory Board**
- 2. Lease Extension with Kelso Land Surveying for County Survey Maps**
- 3. Extensions to Code Compliance and Land Use Hearings Officer Contracts**

## DISCUSSION

- 4. Recognize Employees with 10+ years of service to Crook County**

Requester: Breyanna Cupp  
Executive Assistant

- 5. Ratification of HR Director Hire**

Requester: Will Van Vactor  
County Manager

- 6. Appointment of Equipment Operator/Mechanic and Equipment Operator Lead; Approval for additional Equipment Operator**

Requester: Amy Albert  
Presenter: Jacquie Davis, Landfill Manager

- 7. Appointment of Road Department Mechanic**

Requester: Amy Albert  
Presenter: Brad Haynes, Road Superintendent

**8. Proposal for New Retrofit of Water Tank on Existing 160,000-Mile Lowboy**

Requester: Brad Haynes  
Road Superintendent

**9. Discussion of grant acceptance from CJC regarding MAT in the Crook County Jail**

Requester: Andrew Rasmussen  
Sheriff's Office

**10. Intent to Award: Selection of Base Bid for Aviation T-Hangar and Taxi Lane Project**

Requester: Kelly Coffelt  
Airport Manager

**11. Public Hearing: Ordinance 347, An Ordinance Amending the Crook County Zoning Ordinance to Adopt a Zone Map Change for Map Tas Lot 1614110000700, and Declaring an Emergency, first reading.**

Requester: Katie McDonald  
Presenters: Katie McDonald / Will Van Vactor

**12. Letter to FEMA re PICM Option**

Requester: Will Van Vactor  
County Manager

**13. Consideration of specific procedure for filling a forthcoming vacancy on the Crook County Budget Committee**

Requester: Eric Blaine  
County Counsel

**14. Calendar for FY26 Budget Process**

Requester: Jamie Berger  
Budget Manager

**15. Fee Waiver/Reduction from Justin Alderman**

Requester: John Eisler  
Assistant County Counsel

**MANAGER REPORT**

**COMMISSIONER UPDATES**

**16. Letter of Support - Secure Rural Schools**

Requester: Susan Hermreck  
County Commissioner

**PUBLIC COMMENT**

**EXECUTIVE SESSION**

The Crook County Board of Commissioners will now meet in executive session under ORS

192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

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.

**17. ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.**

### **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.

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

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

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

### **Additional Items**

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.

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 12/03/2024 at 8:20 AM

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

**IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON**  
**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF THE  
 APPOINTMENTS TO THE AG  
 EXTENSION SERVICE DISTRICT  
 ADVISORY BOARD**

**ORDER 2024-47**

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

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

**NOW, THEREFORE**, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointments to the Ag Extension Service District Advisory Board:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Ag Extension Service District Advisory Board Position #6	Janelle Geddes	3 Year Term Expiring: 12/31/2027	Yes
Ag Extension Service District Advisory Board Position #9	Tory Kurtz	3 Year Term Expiring: 12/31/2027	Yes

DATED this 4<sup>th</sup> day of December 2024.

\_\_\_\_\_  
 Seth Crawford  
 County Commissioner

\_\_\_\_\_  
 Brian Barney  
 County Commissioner

\_\_\_\_\_  
 Susan Hermreck  
 County Commissioner

## AGENDA ITEM REQUEST



**Date:**

*November 19, 2024*

**Meeting date desired:**

*December 4, 2024*

**Subject:**

*Lease Extension with Kelso Land Surveying for County Survey Maps*

**Background and policy implications:**

*The County has leased space with Kelso Land Surveying, LLC under this lease since 2017 to store the County's survey maps. This sixth extension is for another two years at \$365 per month.*

**Budget/fiscal impacts:**

*\$365/mo*

**Requested by:**

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

**Presenters:**

*John Eisler*

**Legal review (only if requested):**

*Legal drafted*

**Elected official sponsor (if applicable):**

*N/A*

**SIXTH LEASE EXTENSION  
To Lease of Office Space**

This Sixth Lease Extension is made and entered into effective as of January 1, 2025, by and between Crook County, a political subdivision of the State of Oregon (“Tenant”) and Kelso Land Surveying, LLC (“Landlord”).

RECITALS

**WHEREAS**, Tenant and Landlord are parties to a Lease of Office Space dated January 3, 2017 (the “Lease”), with respect to approximately 195 square feet of office space located at 765 NW Third Street, Prineville, Oregon 97754 (the “Property”); and

**WHEREAS**, the duration of the Lease has been extended five prior times, the last effective January 1, 2023 through December 31, 2024; and

**WHEREAS**, Tenant and Landlord now desire to further extend the term of the Lease for 2 years and to increase the rent amount from \$325 per month to \$365 per month, effective January 1, 2025, by amending the Lease and the terms as set forth in this Sixth Lease Extension (the “Extension”).

AMENDMENT TERMS

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Extended Term. The term of the Lease is extended through December 31, 2026.
2. Rent Amount Increase. The rent amount shall be increased from \$325 per month to \$365 per month effective January 1, 2025.
3. Reaffirmation of Lease. Except as modified by this Extension, all terms and conditions of the Lease and any prior amendments are reaffirmed and remain unmodified and in full force and effect.

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

IN WITNESS WHEREOF, the parties have signed this Sixth Lease Extension on the dates set forth below.

FOR LANDLORD

Kelso Land Surveying, LLC



Greg Kelso, PLS

Date 11/19/24

FOR TENANT

Crook County Court

\_\_\_\_\_  
Seth Crawford, County Commissioner

\_\_\_\_\_  
Susan Hermreck, County Commissioner

\_\_\_\_\_  
Brian Barney, County Commissioner

Date: \_\_\_\_\_

## AGENDA ITEM REQUEST



**Date:**

*November 26, 2024*

**Meeting date desired:**

*December 4, 2024*

**Subject:**

*Extensions to Code Compliance and Land Use Hearings Officer Contracts*

**Background and policy implications:**

*In October 2022, the County issued a Request for Proposals to qualified contractors to provide Hearings Officer services for code compliance and land use hearings. The County signed agreements with all three proposers and has used their services as needed. Those contracts are set to expire on December 31, 2024. These amendments would extend their contracts for another year, through 2025. Note: One of the contractors that we have used, David Doughman of Beery Elsner & Hammond LLP, has recently started practicing through his own firm. We are working out rate details with him and hope to have a new contract for signature at the next regular Board of Commissioners' meeting.*

**Budget/fiscal impacts:**

*None*

**Requested by:**

*Alex Solterbeck, Office Manager  
Crook County Legal Counsel's Office*

**Presenters:**

*N/A – Consent Agenda*

**Legal review (only if requested):**

*Legal drafted*

**Elected official sponsor (if applicable):**

*N/A*

**AMENDMENT**  
to Professional Services Contract

This Amendment to Professional Services Contract (the “Amendment”) is entered into by **Beery Elsner & Hammond LLP**, (hereinafter “Contractor”), and **Crook County**, a political subdivision of the State of Oregon (hereinafter “County”); collectively, Contractor and County may be referred to as “the Parties.”

**RECITALS**

**WHEREAS**, Contractor and County are parties to that certain Professional Services Contract (hereinafter “the Agreement”) effective January 1, 2023, for the provision of Crook County Hearings Officer services as more fully described in the Agreement; and

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

**AGREEMENT**

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

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

Section Two: The duration of the Agreement is extended to December 31, 2025, unless sooner terminated according to its terms.

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

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Section Four: This Amendment may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Electronic transmittals of the signed document shall be binding as though they were an original of such signed document

IN WITNESS WHEREOF, Contractor and County have executed this Amendment effective January 1, 2025.

CONTRACTOR

COUNTY

Beery Elsner & Hammond LLP

Board of County Commissioners

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Seth Crawford, County Commissioner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Susan Hermreck, County Commissioner

Date \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner

Date: \_\_\_\_\_

**AMENDMENT**  
to Professional Services Contract

This Amendment to Professional Services Contract (the “Amendment”) is entered into by **Rappleyeagovtlaw LLC**, (hereinafter “Contractor”), and **Crook County**, a political subdivision of the State of Oregon (hereinafter “County”); collectively, Contractor and County may be referred to as “the Parties.”

**RECITALS**

**WHEREAS**, Contractor and County are parties to that certain Professional Services Contract (hereinafter “the Agreement”) effective January 1, 2023, for the provision of Crook County Hearings Officer services as more fully described in the Agreement; and

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

**AGREEMENT**

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

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

Section Two: The duration of the Agreement is extended to December 31, 2025, unless sooner terminated according to its terms.

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Section Four: This Amendment may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Electronic transmittals of the signed document shall be binding as though they were an original of such signed document

IN WITNESS WHEREOF, Contractor and County have executed this Amendment effective January 1, 2025.

CONTRACTOR

COUNTY

Rappleyeagovtllaw LLC

Board of County Commissioners

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Seth Crawford, County Commissioner

\_\_\_\_\_  
Print Name

Date \_\_\_\_\_

\_\_\_\_\_  
Susan Hermreck, County Commissioner

\_\_\_\_\_  
Brian Barney, County Commissioner

Date: \_\_\_\_\_

**AMENDMENT**  
to Professional Services Contract

This Amendment to Professional Services Contract (the “Amendment”) is entered into by **Watkinson Laird Rubenstein PC**, (hereinafter “Contractor”), and **Crook County**, a political subdivision of the State of Oregon (hereinafter “County”); collectively, Contractor and County may be referred to as “the Parties.”

**RECITALS**

**WHEREAS**, Contractor and County are parties to that certain Professional Services Contract (hereinafter “the Agreement”) effective January 1, 2023, for the provision of Crook County Hearings Officer services as more fully described in the Agreement; and

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

**AGREEMENT**

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

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

Section Two: The duration of the Agreement is extended to December 31, 2025, unless sooner terminated according to its terms.

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

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Section Four: This Amendment may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Electronic transmittals of the signed document shall be binding as though they were an original of such signed document

IN WITNESS WHEREOF, Contractor and County have executed this Amendment effective January 1, 2025.

CONTRACTOR

COUNTY

Watkinson Laird Rubenstein PC

Board of County Commissioners

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Seth Crawford, County Commissioner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Susan Hermreck, County Commissioner

Date \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner

Date: \_\_\_\_\_

## 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):**

# Thank you for your dedication to Crook County!

In recognition of their 10+ years of service:

Jim Brinkley- Facilities

Mitch Madden- Sheriff's Office

Allison Hilderbrand- Landfill

Eric Blaine-Legal

Jill Bonanno- Juvenile

Renee Parrott- Library

Chris Gannon- Watershed

Karianne Aaron- District Attorney

Julie Martinez- District Attorney

# Thank you for your dedication to Crook County!

In recognition of their 10+ years of service:

Casey Daly- Fairgrounds

Dennis Ralls- Fairgrounds

Max Hamblin- Health Department

Erika Frickey- Juvenile

Amber Heiberger- Library

Barbara Pennington- Clerk

Hayley Crow- District Attorney

Stacy Bernard- Finance

# Thank you for your dedication to Crook County!

In recognition of their 10+ years of service:

Kimberly Bales-Library

Erick Kufeldt- Road

Shannon Alleman-Assessor

Karen Bushnell- Assessor

Alanna Spry- Health Department

Tracy Stubblefield- Juvenile

Mark Rhoden- Landfill

Linda Neasham- Sheriff's Office

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**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

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**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

## AGENDA ITEM REQUEST



**Date:**

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**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

**New Purchase:**

- Option 1: Purchasing of a 4000-gallon OMCO water tank installed onto a 2003 Internation heavy specification lowboy truck in the existing fleet. This tank will come with all the necessary options to replace the damaged water truck and tank system on a 1997 chassis. Total cost with all needed options has come to **\$115,205.00**, Please see the OMCO quote attached.
  1. This OMCO tank has a municipal procurement contract **#222959**, Crystal Truck and Equipment, MN. to purchase off, also attached with a cost of **\$119,004.00**.
- Option 2: Purchasing of a 4000-gallon Smith Equipment water tank installed onto a 2003 International heavy specification lowboy truck in the existing fleet. This tank does not come with all the options needed to replace the damaged water truck tank system on a 1997 chassis such as. Rear mounted hydraulic water pump for rear drafting from rivers and streams. Rear gravity water bar for watering gravel roads prepping for spring and fall grading operations. 2 ½ brass male N.S.T. Fire department discharge tender valve. Please see the Smith Equipment quote attached **\$41,039.00**.
- Option 3: Purchasing of a 4000-gallon Randco water tank installed onto a 2003 International heavy specification lowboy truck in the existing fleet. This tank will come with all the necessary options to replace the damaged water truck and tank system on a 1997 chassis. There will be a cost to deliver the chassis to Kelso Washington and delivery of finished vehicle into Oregon at Rainier State Park on the Oregon side. Total cost with all needed options has come to **\$95,237.52**. Please see Randco quote attached.

We have asked for several quotes from different vendors and one state pricing contract from Crystal Truck and Equipment sales, Fridley Minnesota.

I would like to ask to purchase the OMCO water tank to be installed onto the 2003 International heavy specification lowboy truck, locally sourced in Prineville Oregon. The Randco tank will cost more due to unforeseen costs with delivery and pick up of chassis to and from Kelso Washington.

I believe we can have better quality control with the locally sourced equipment.



11/19/24

Robert George  
Crook County Road Department  
541-447-4644  
[robert.george@co.crook.or.us](mailto:robert.george@co.crook.or.us)

RE: Updated OMCO 4,000 gallon mild steel elliptical tanker for Crook County Road Department

Robert,

OMCO will construct and install on customer furnished and prepared chassis one (1) each mild steel, 4,000 gallon tanker system for **\$ 115,205<sup>00</sup>**, FOB Prineville, OR.

Time to build: 180-210 days after chassis is delivered to OMCO in Prineville, OR

Itemized price on the following page:

Terms: OMCO requires half down deposit at start of build. The balance paid at time of completion.

Thank you

Mark Jamison



H440 base price .....	\$ 84,430 <sup>00</sup>
<ul style="list-style-type: none"> <li>• 4,000 gallon mild steel elliptical tank 64" minor axis x 95" major axis x 192" length with a regular "Z" frame. Tank to have 3 baffles and 30" top center man way with hatch cover. Tank coated inside and painted (Customer choice of color) outside. Hot shift PTO powered Hydrostatic pump to power a Berkeley B4ZRKS self-priming pump. Self-loading valves and 4" x 20' suction hose with hooks on tank. Two (2) each 2 1/2" front spray heads. Two (2) each 2 1/2" rear spray heads. Control console between seats inside cab.</li> </ul>	
• Two (2) each 2 1/2" side mounted water heads located midship on driver side of unit. This shall be remote controlled vertical move from inside of cab on console .....	\$ 7,468 <sup>00</sup>
• Hose reel with 1" x 100' hose and fog nozzle ..... Customer choice of location	\$ 3,239 <sup>00</sup>
• Hydrant fill with tower and 6" air gap .....	\$ 1,761 <sup>00</sup>
• One (1) each 2 1/2" discharge valve.....	\$ 1,249 <sup>00</sup>
• Mud flushers change over .....	\$ 980 <sup>00</sup>
• 6" gravity bar.....	\$ 4,863 <sup>00</sup>
• Three point XHD Rough Service Suspension Group.....	\$ 6,321 <sup>00</sup>
• Tank full / empty indicators .....	\$ 1,152 <sup>00</sup>
• Push bar .....	\$ 1,622 <sup>00</sup>
• LED work light group .....	\$ 977 <sup>00</sup>
• Single door painted mild steel compartment 24" x 24" x 24" .....	\$ 1,143 <sup>00</sup>
 Total.....	 \$ 115,205 <sup>00</sup>



1130 73rd Avenue NE  
 Fridley, MN 55432  
 (763) 571-1902  
 1-800-795-1902

Highway 60 East  
 Lake Crystal, MN 56055  
 (507) 726-6041  
 1-800-722-0588

[www.crysteeltruck.com](http://www.crysteeltruck.com)

AN EQUAL OPPORTUNITY EMPLOYER

Date: 11/27/2024

Reference: REV1

Company: Crook County, OR

Address: 1306 N Main St

Contact: Robert George

Phone#: 541-447-4644

City: Prineville

Email: [Robert.George@crookcountyor.gov](mailto:Robert.George@crookcountyor.gov)

State: OR, 97754

Dealer	Chassis Estimated Delivery	
Truck Make	Front Frame Extension	Yes/NO
Model Year	Front Mount Hyd or PTO	
Truck Model	Air Tank Location	
CA or CT	Air Dryer Location	
Transmission	Battery Box Location	
Cab Color	Exhaust clearance	
	Def/Fuel Tank clearance	

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA

CONTRACT NO: 222959

RELEASE NO: T-863(5)

CONTRACT PERIOD: DECEMBER 1, 2022 THROUGH FEBRUARY 28, 2025

EXTENSION OPTION: Up to 21 months

1-UNIT

STATE COOPERATIVE PRICING

**QTY**

**Price Each**

**Extended**

QTY	Description	Price Each	Extended
	<b>11.0 Anti-Icing/Flusher</b>		
1	11.1 Installation of OMCO Anti-icing system	\$5,655.00	\$5,655.00
1	11.0. OMCO HF422 Anti-icing/Flusher (no install)	\$118,263.00	\$118,263.00
	Specifications		
	Anti-Icing, Make & Model:	OMCO HF422 Anti-icing/Flusher	
	Size of Tank & Configuration:	2200 gallon Elliptical	
	Tank Baffle Description:	Mild Steel	
	Manhole Size:	20"	
	# of Lanes Standard Boom Covers:	3 lanes	
	Nozzle Description:	Stream Jet SS	
	Nozzle Valve Description:	Proportional	
	Pump Flow Rate:	600 gpm @ 100 psi	
	Type of Pump:	Centrifugal	
	How is Pump Powered?	Truck Hydraulics	
	Does it include controls?	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>	
	Control Description:	Force America	
	Is it Ground Speed Orientated?	Yes	
	Tank Warranty:	1 year	
	Control Warranty:	1 year	
	Pump Warranty:	1 year	
	Spring Bar & Nozzle Warranty:	1 year	

1	NCI	Deduct to change Unit to a H440 Tanker System ILO Anti-Ice/Flusher Unit Specifications to Include: <ul style="list-style-type: none"> <li>- 4,000 gal Mild Steel Elliptical Tank</li> <li>- 192" Length with "Z" Frame</li> <li>- 3 Tank Baffels</li> <li>- 30" Top Center man way with Hatch Cover</li> <li>- Painted Customer Choice Color and Coated inside</li> <li>- Hotshift PTO Powered Hydrostatic Pump</li> <li>- Berkeley B4ZRKS Self-priming pump</li> <li>- Self Loading Valves</li> <li>- 4"x20' Suction Hose with hooks on tank</li> <li>- (2) 2-1/2" front spray heads</li> <li>- (2) 2-1/2" rear spray heads</li> <li>- (2) 2-1/2" side spray heads remote controlled vertical move from inside of cab</li> <li>- Hose Reel with 1"x100' hose &amp; fog nozzle</li> <li>- Hydrant fill with tower &amp; 6" air gap</li> <li>- (1) 2-1/2" discharge valve</li> <li>- Mud flushers change over</li> <li>- 6" gravity bar</li> <li>- 3-point XHD Rough Service Suspension Group</li> <li>- Tank Indicators - Full/Empty</li> <li>- Push Bar</li> <li>- LED work Light Group</li> <li>- Mild Steel Compartment-Single Door-Painted-24"x24"x24"</li> </ul>	-\$4,914.00	-\$4,914.00
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**Total Package Price**

**\$119,004.00**

\*\*\*PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES\*\*\*

Cost Per Loaded Mile for Delivery:

\$4.00

Starting Point:

Prineville, OR 97754

\*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT

\*NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

\*ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	<b>Crysteel Truck Equipment-Lake Crystal</b>
Contact Person:	<b>Josh Miller</b>
Street Address:	<b>52248 Ember Rd</b>
City, State, Zip:	<b>Lake Crystal, MN 56055</b>
Phone #:	<b>(507) 726-6041</b>
Toll Free #:	<b>(800) 722-0588</b>
Email Address:	<a href="mailto:jmiller@crysteeltruck.com">jmiller@crysteeltruck.com</a>

Deluxe Installed Proposal  
**Smith Equipment & Welding**  
P.O. Box 625~13800 NE Allen Creek Road  
Prineville, Oregon 97754  
800-777-2342~FAX 541-447-2810

<b>To: Crook County Road Department</b>	<b>Phone: (541)447-4644</b>	<b>Date: 11/5/2024</b>
	<b>Cell:</b>	<b>Fax:</b>
	<b>Email: Brad.Haynes@crookcountyor.gov</b>	
<b>Contact: Brad Haynes</b>		

*We hereby submit specifications and estimates for:*

Install New Approximate 4000 gal. 16 ft Smith Water tank system, 1,000 g.p.m. Smithco pump, PTO & Driveline, Interior epoxy primer coated, 6 spray system: (2) front sprays, (2) rear sprays, (2) side sprays, (2) 1 1/2" Ball valve outlet & (1) 2 1/2" Ball Valve outlet, Self-loading w/ hose & storage, 1 1/2" Hose reel with hose and spray nozzle, 4" Betts Valve at rear of tank, Back up work lights, Frame steam cleaned & painted chassis black, Combo push block toolbox, Cab controls console, DOT lighting, Fender Kit, Mud flaps, Tank painted white

**Notes:** Tank Lid, (1) Extra Storage Tube & Hose, Extra Labor to Strip Truck TBD

We propose to furnish material and labor-complete in accordance with the above specifications, for the sum of: **Forty-One Thousand, Thirty-Nine and no/100 (\$41,039.00)**

*We Do NOT guarantee weight of truck once complete. Payment to be made as follows: 20 % Down. Net Due Upon Completion, a 5% fee of unpaid Balance will be added each month after 30 days from completion date until balance is paid.*

*\*All material is guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.*

Authorized by: \_\_\_\_\_  
(Sew Manager)

**Note:** This proposal may be withdrawn by us at any time. If not accepted by you within 30 days this proposal may be withdrawn and could be subjected to a price change. Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

Accepted by: \_\_\_\_\_  
(Purchase)

Randco Tanks  
P.O. Box 277  
Kelso, WA 98626  
+13604259100  
sales@randcotanks.com  
www.randcotanks.com



*\$95,237.52*

# Estimate

**ADDRESS**  
Crook County Oregon

**SHIP TO**  
Crook County Oregon

**ESTIMATE #** 8140  
**DATE** 11/26/2024

**RANDCO JOB#**  
4000 Install 1-2---

**SALES REP**  
KES

SKU	DESCRIPTION	QTY
	<p>*****Notes*****</p> <p>*Boc to Ct 139"</p> <p>*Transmission make and Model number?</p> <p>*Has drop axle. Needing to confirm availble space for hydraulic tank.</p> <p>*If anything is in the way for mounting this is additional to move.</p> <p>*Freight not included currently.</p> <p>*This estimate is a rough idea unit we can get things dialed in on the truck and vendors for exact items.</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p>	
90-216	<p>16' Standard Profile 4000 (approx) Gallon Tank (Elliptical Flat Side Tank), (16' L x 60" H x 100" W)</p> <p>Entire Tank Welded Inside and Out</p> <p>Front and Rear Heads Dished 4"</p> <p>3/16" Heads and Baffles (Baffled With 22" Crawl Holes)</p> <p>1/4" Steel Subframe with Cross Members and Bolsters</p> <p>Rubber Padded Perma Slats Welded to Tank Subframes</p> <p>2-Lift Eyes Top of Tank</p> <p>Rear Anti Skid Ladder</p> <p>2.5" Hydrant Fill to rear flapper plate with Components</p> <p>24" x 24" Manway (lid not included)</p> <p>2-View Tube Ports (1-front, 1-rear)</p> <p>Tank Primered Coated</p>	1
999-487	<p>96" Wide x 36" Deep Tank Platform for Drop On Systems</p>	1
70-033	<p>BUNDLE - 4x4 Self Primer Pump System // INSTALLED</p> <p>**Hydraulic driven</p>	1

Project Starts after Signed Estimate and 25% Down(Non-Refundable). Any invoice not paid within thirty (30) days of billing is subject to a 1.5% monthly interest charge. If customer terminates or cancels this sale prior to full delivery and payment, customer will be liable for a cancellation fee of up to 25%. Customer agrees to pay any cancellation fee within ten (10) days of the cancellation.

SKU	DESCRIPTION	QTY
	Included: , Plumbing, Valves, Fittings, Hose, etc.	
70-001	FRONT SPRAY SYSTEM // INSTALLED Includes: Valves, Side Spray Heads, Plumbing, Fittings, Clamps, Hose, Airline, Air Fittings, Misc Hardware	1
70-003	DRIVER SIDE SPRAY SYSTEM // INSTALLED Includes: Valves, Spray Heads, Plumbing, Fittings, Air Fittings, Airline, Clamps, Misc Hardware	1
70-004	PASSENGER SIDE SPRAY SYSTEM // INSTALLED Includes: Valves, Spray Heads, Plumbing, Fittings, Clamps, Air Fittings, Airline, Misc Hardware	1
70-002	REAR SPRAY SYSTEM // INSTALLED Includes: Valves, Couplings, 103 Spray Heads, Air Fittings, Airline, Pipe, Pipe Fittings, Plumbing Fittings, and Misc. Components.	1
70-006	SELF LOADING / DRAFTING SYSTEM // INSTALLED **3" Suction hose ** Includes: (2) 10' x 4" storage tubes with 3" suction hose and foot valve assemblies, clamps, valves, fittings, pipe, misc hardware.	1
70-047	2.5" QUARTER TURN DISCHARGE SYSTEM // INSTALLED *Rear spray bar* Includes: Valve, Thread x Weld Fitting, Threaded Couplers & Cap.	1
70-018	GRAVITY BAR SYSTEM // 6" // INSTALLED *L tabs with end clean outs. Includes: 6" Gravity Bar, Pneumatic Butterfly Valve, Pipe, Fittings, & Airline.	1
70-015	1" x 100 Manual HOSE REEL SYSTEM // INSTALLED Mount on the rear platform Includes: Hose Reel, Hose, Hose Reel Nozzle, Clamps, Mounting Brackets, Hose Fittings, Ball Valve, Misc. Hardware.	1
70-007	12v D.O.T LIGHTING SYSTEM // INSTALLED ** Includes: STT Lights, Marker Lights, Reverse Light, License Plate Light, ID Bar, Wire Tubing, Junction Box, Brackets, Misc Hardware.	1
70-011	TANK TIE DOWN ASSEMBLY - SPRING LOADED // TANDEM AXLE // INSTALLED	1

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SKU	DESCRIPTION	QTY
	Includes: Top and Bottom Tie Down Brackets, Spring, Nuts & Bolts	
70-097	TANK FENDER SYSTEM // TANDEM AXLE // INSTALLED (With Draft Hose Storage) Includes: Fender Sides and Fender End Caps	1
70-010	MUD FLAP ASSEMBLY // INSTALLED (Front & Rear Tank Mud Flaps) Includes: Front and Rear Mud Flaps, Anti-Sail Brackets, Misc. Hardware.	1
70-013	VIEW TUBE SYSTEM // CARBON STEEL // INSTALLED Includes: Clear Tube, Brass Fittings, Ball Floats, Clamps.	1
70-025	Hydraulic Wet Kit (Motors, Pumps, Hyd Lines, Fittings, etc) // INSTALLED *Fine tune for customer truck. This is a rough idea and need more chassis, transmission, and pto information to price better.  *Air Hotshift PTO System Designed to operate no higher then 1800 Engine Rpm. (Has no physical limitation to prevent over speeding system )	1
999-532	Installing 116.5-17' of piping through the tank for 1" sch80 pressure, 1/2 sch 40 case drain and 1-1/4 return line.( hydraulic hoses aren't included)	1
70-012	CONTROL BOX ASSEMBLY // INSTALLED Includes: Control Box, Control Plate & Decal, Pneumatic Switches, Push Lock Fittings, Pneumatic Tubing, Misc. Hardware.	1

There is a 25% restocking fee on approved returned items. No returns Accepted Thirty (30) days from date of Invoice. Shipping costs are non-refundable. The estimate is valid for seven (7) days from the time of quote. Custom items are non-refundable.

SUBTOTAL	70,996.28
TAX (0.081)	5,750.70
<b>TOTAL</b>	<b>\$76,746.98</b>

Accepted By

Accepted Date

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Randco Tanks  
P.O. Box 277  
Kelso, WA 98626  
+13604259100  
sales@randcotanks.com  
www.randcotanks.com



## Estimate

**ADDRESS**  
Crook County Oregon

**SHIP TO**  
Crook County Oregon

**ESTIMATE #** 8142  
**DATE** 11/26/2024

**RANDCO JOB#**  
4000 install 2-2---

**SALES REP**  
KES

SKU	DESCRIPTION	QTY
	*****Notes*****	
73-068	Manway Cover - 24" x 24" - Mild Steel (Installed) With Bolt on hinge *	1
73-071	Beacon Light Bracket, with wire tube (INSTALLED)	1
73-075	Rear Impact Guard and basket.	1
999-454	Chassis Black(Cab back)	1
999-449	Interior Sandblast of Water Tanks (Price Per Foot)	16
73-069	Interior Epoxy Coating 3300-4000 Gallons	1
999-303	4" Work Light Pedestal Mount - LED INSTALLED *****Switched with 2 switches. ( rear / sides) *2 rear facing *1 Front passenger side *1 front Driver side	4
999-524	Reverse lighting wiring for work lights.	1
999-	Paint Tank (ft)	16

Project Starts after Signed Estimate and 25% Down(Non-Refundable). Any invoice not paid within thirty (30) days of billing is subject to a 1.5% monthly interest charge. If customer terminates or cancels this sale prior to full delivery and payment, customer will be liable for a cancellation fee of up to 25%. Customer agrees to pay any cancellation fee within ten (10) days of the cancellation.

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## Estimate

**ADDRESS**  
Crook County Oregon

**SHIP TO**  
Crook County Oregon

**ESTIMATE #** 8142  
**DATE** 11/26/2024

**RANDCO JOB#**  
4000 install 2-2---

**SALES REP**  
KES

SKU	DESCRIPTION	QTY
	*****Notes*****	
73-068	Manway Cover - 24" x 24" - Mild Steel (Installed) With Bolt on hinge *	1
73-071	Beacon Light Bracket, with wire tube (INSTALLED)	1
73-075	Rear Impact Guard and basket.	1
999-454	Chassis Black(Cab back)	1
999-449	Interior Sandblast of Water Tanks (Price Per Foot)	16
73-069	Interior Epoxy Coating 3300-4000 Gallons	1
999-303	4" Work Light Pedestal Mount - LED INSTALLED *****Switched with 2 switches. ( rear / sides) *2 rear facing *1 Front passenger side *1 front Driver side	4
999-524	Reverse lighting wiring for work lights.	1
999-	Paint Tank (ft)	16

Project Starts after Signed Estimate and 25% Down(Non-Refundable). Any invoice not paid within thirty (30) days of billing is subject to a 1.5% monthly interest charge. If customer terminates or cancels this sale prior to full delivery and payment, customer will be liable for a cancellation fee of up to 25%. Customer agrees to pay any cancellation fee within ten (10) days of the cancellation.

SKU	DESCRIPTION	QTY
012	Paint white-	
	*Top coat the tank last paint coat with 50% clear **\$2945.03 Upgrade**	1

There is a 25% restocking fee on approved returned Items. No returns Accepted Thirty (30) days from date of Invoice. Shipping costs are non-refundable. The estimate is valid for seven (7) days from the time of quote. Custom Items are non-refundable.

SUBTOTAL	17,105.03
TAX (0.081)	1,385.51
<b>TOTAL</b>	<b>\$18,490.54</b>

Accepted By

Accepted Date

Project Starts after Signed Estimate and 25% Down(Non-Refundable). Any invoice not paid within thirty (30) days of billing is subject to a 1.5% monthly interest charge. If customer terminates or cancels this sale prior to full delivery and payment, customer will be liable for a cancellation fee of up to 25%. Customer agrees to pay any cancellation fee within ten (10) days of the cancellation.



# HYDRAULIC COMPONENTS

Products > Hydraulic Components > Cooler, Reservoir & Filter System





## Hydraulic Cooler, Reservoir and Filter System

Excessive heat in your equipment's hydraulic system reduces the efficiency of your system and the life of your hydraulic oil, resulting in lower power and higher operating costs. The ARC-45 space-efficient solution provides superior heat rejection, lowering the overall cost of ownership of your equipment.

LEARN MORE

---

### ALL COOLER, RESERVOIR & FILTER SYSTEM PRODUCTS

---



ARC-30S



ARC-60

**FEATURES**

**RESOURCES**



- Flow Rate = up to 45 gpm
- Reservoir Size = 4.25 gallons
- Basic Dimensions = 21" Long x 10" Wide x 21" Tall
- Weight (dry) = 120 lbs

## FEATURES

- Heat Rejection Rate = 19 Hp @ 45 gpm with 80°F Entering Temperature Difference (ETD)
- Fan motor = Hydraulic drive requires 1.2 gpm
- Corrosion Resistant components with SS case
- 10 micron Filer Element
- Adjustable Pressure Relief Valve factory set at 3000 psi
- Cold-Weather bypass
- Oil Level Sight Glass

## PORTS

- Suction Port = SAE-32 ORB (dual ports located at rear and bottom)
- High Pressure Port = SAE-20 ORB
- Return Port = SAE-20 ORB
- Drain Port = SAE-8 ORB
- Gauge Port = SAE-4 ORB



CAREER OPPORTUNITIES  
WARRANTY  
TERMS & CONDITIONS



4221 S. 68TH EAST AVE — SUITE A  
TULSA, OKLAHOMA 74145  
(918) 280-2620 SALES@APSCOPOWER.COM

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## 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):**

# GRANT ADMINISTRATION GUIDE



MARCH 2023

CRIMINAL JUSTICE COMMISSION • 885 SUMMER STREET NE • SALEM, OR 97301 • 503-378-4830

[OREGON.GOV/CJC](http://OREGON.GOV/CJC)

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## **SECTION 1: INTRODUCTION**

### **1.1 Criminal Justice Commission**

The mission of the Oregon Criminal Justice Commission (CJC) is to improve the legitimacy, efficiency, and effectiveness of state and local criminal justice systems. To help accomplish this mission, CJC disburses state and federal funds through the administration of multiple public safety grant programs intended for eligible local or state agencies, tribal governments, and community-based organizations.

### **1.2 Grant Administration Guide**

CJC's Grant Administration Guide is designed to provide guidance related to grant application processes, as well as to assist recipients of grant awards in complying with state and federal requirements.

Sections 2 through 4 address a variety of general policies and procedures that apply to all grant programs administered by CJC.

Section 5 describes each of CJC's grant programs including specific eligibility requirements and funding priorities. Other details, such as project periods, availability of funding, and application questions are outlined in a separate grant solicitation document for each program, which is made available upon release on CJC's website.

Section 6 outlines additional state and/or federal regulations applicable to grant funds and recipients.

## **SECTION 2: GRANT APPLICATIONS**

An application for CJC grant programs includes the submission of written narratives, proposed budgets, and other supplemental materials outlined in the specific grant solicitation.

Applications must be submitted online through CJC's grant management system: <https://cjc-grants.smapply.io>.

For technical assistance contact CJC staff at [cjc.grants@cjc.oregon.gov](mailto:cjc.grants@cjc.oregon.gov).

### **2.1 Allowable Uses**

Grant applications may request funding for expenses associated with achieving specific grant program goals and/or requirements. Funding request prohibitions are outlined in Section 2.2.

Funds may be requested within the following budget categories:

- *Personnel:* Salaries, wages, and fringe benefits costs for personnel employed by the grant recipient

- *Contractual Services:* An individual or organization providing a service or programmatic aspect of the work that is not provided directly by the grant recipient
- *Housing and Facilities:* Eligible expenses for space or utilities necessary to complete program work, short- or long-term housing support for program participants, or programs within correctional facilities
- *Equipment:* Permanent or non-expendable equipment with a purchase price of \$5,000 or more, or a useable life of two or more years, for a single item
- *Supplies:* Consumable materials or supplies, including the cost of small items of equipment that do not meet the threshold for the Equipment category
- *Training and Associated Travel:* Eligible expenses for transportation, lodging, per diem, and registrations for trainings that support grant purposes
- *Administrative Costs:* Activities associated with administering the grant such as purchasing, budgeting, payroll, accounting, and staff services

## 2.2 Prohibited Uses

Applications for grant funding may request support for most program needs, with some general exceptions. Grant funds may not be used for any of the following:

- Alcohol
- Compensation of federal employees, including salary, consulting fees, travel, or other compensation
- Fines and penalties
- Fundraising or donations
- Lobbying, membership to lobby organizations, or political activities, including political contributions
- Marketing or branding intended to generate profit
- Performance or merit-based bonuses
- Rewards for tip lines or surveys
- Supplanting existing funding for programs, services, or supports already in operation
- Weapons, including firearms

The following are generally not allowed except with the written approval of CJC staff:

- Entertainment, including amusement, social activities, and any associated costs
- Food or drink, except for client stability and per diem in accordance with Oregon's Statewide Travel Policy
- Land acquisition or construction of buildings or other physical facilities
- Lease or rental agreements that exceed the grant project period
- Passport charges
- Physical facility improvements, restoration, or remodeling
- Polygraphs
- Single item or object that costs over \$500,000
- Taxes

## **2.3 Additional Limitations**

*Administrative Costs:* Administrative costs must not exceed 10 percent of the overall amount of grant funds awarded. Exceptions to this limitation may be granted by the CJC upon sufficient showing by the applicant.

Tribal government applicants may request up to the tribal government's federally negotiated indirect cost rate for the applicant.

*Travel Expenses:* Travel expenses must not exceed those allowed by Oregon's [Statewide Travel Policy \(OAM 40.10.00\)](#) and the [Federal Travel Regulation](#). Travel expenses for personnel include costs for private vehicle mileage, lodging, per diem expenses, motor pool fees, commercial transportation, conference registration fees, airfare, tolls, and parking fees. Rates and requirements can be found on the federal General Services Administration (GSA) [website](#).

## **SECTION 3: APPLICATION REVIEW PROCESS**

CJC staff will conduct an initial review of all applications received. Each application will be examined for general responsiveness to the guidelines outlined in the grant solicitation. If staff determine that modifications to an application are required before advancing the application to the reviewing body, the applicant's primary contact person will receive electronic notice requesting revisions be made within a specified time frame.

CJC staff may provide applicants with guidance related to the solicitation and application, such as clarity on stated goals, priorities, preferences, or the review process, as well as assistance with technical issues related to the submission of the application. Staff can not answer questions as to the veracity or quality of applicant's responses or divulge information about other applicants.

Applications that meet the requirements of the grant solicitation will be provided to the appropriate entity for review and evaluation. Decisions and/or recommendations for funding will focus on the application's adherence to goals, priorities, or preferences outlined by legislation or administrative rule, CJC policy, or grant review committees. Funding requests may be approved in whole or in part, or as a provisional award with continued funding contingent on program performance and progress.

CJC staff will notify applicants electronically of all award decisions.

### **3.1 Award Protests**

An applicant may protest an award decision if the applicant is able to articulate specific reasons the application review or award processes were in error based on applicable law, rule, or specific language in the grant solicitation.

The affected applicant shall have fourteen (14) business days from the date of the award notification to file a written protest. Protests must meet all the following requirements:

- Delivered to CJC via email or hard copy;
  - Email: [cjc.grants@cj.oregon.gov](mailto:cjc.grants@cj.oregon.gov)
  - US Mail: Criminal Justice Commission, 885 Summer St. NE, Salem, OR 97301
- Reference the specific grant solicitation by name;
- Identify the applicant's name and contact information;
- Signed by an authorized representative; and
- Specify the reasons for the protest.

CJC will aim to address all timely submitted protests with 45 days and issue a written decision to the affected applicant.

## **SECTION 4: GRANT AWARDS**

Following award decisions and receipt of any outstanding or requested items, a Grant Agreement will be issued. The Grant Agreement serves as a legal contract and contains the terms and conditions of the grant award. All grant recipients, and sub-grantees, are governed by the Grant Agreement and must comply with its requirements.

CJC staff may negotiate the terms of the Grant Agreement with the recipient. Modifications to the Grant Agreement must be requested in writing. If mutually agreeable terms cannot be reached within a reasonable time, as determined by CJC staff, CJC reserves the right to cancel the grant award.

The Grant Agreement will be considered fully executed when all parties have signed the document. The fully executed Grant Agreement will be returned to the grant recipient electronically and should be retained by all parties.

Upon execution of the Grant Agreement, the grant recipient will receive disbursements on a schedule established in the agreement. In most cases, funds are disbursed as advance payments, meaning before costs are incurred. A schedule for reporting expenditures will also be established in the Grant Agreement.

NOTE: Grant recipients receiving federal funds are required to maintain advance payments in interest-bearing accounts. Specific details are outlined in the Grant Agreement.

### **4.1 Monitoring and Reporting**

In accordance with the Grant Agreement, CJC staff will monitor whether recipients are operating grant-funded programs and using grant funds as intended, as well as demonstrating progress toward the objectives of the grant program.

Grant recipients are required to:

- Collect and submit program information to the CJC upon request which may include, but is not limited to, qualitative progress reports, program data points, outcome measures, program evaluations, and data collected in partnership with a research entity; and
- Submit financial reports to the CJC on a regular basis, as determined by CJC staff, detailing expenditure of grant funds.

Additionally, CJC will engage with grant recipients through regular correspondence and virtual or in-person meetings to assist both CJC and grant recipients with the monitoring process.

## **4.2 Amendment Procedures**

All modifications to the Grant Agreement or approved funding allocations require a written amendment request. Amendment requests must be approved, as follows, prior to any changes to grant-funded programs or use of grant funds:

- Requests to add, remove, or make substantive changes to a grant-funded program must receive formal approval from CJC.
- Requests to reallocate any portion of grant funds that is more than 10 percent of the total grant amount must receive formal approval from CJC.
- Requests to reallocate any portion of grant funds that is 10 percent or less of the total grant amount may be administratively approved by CJC staff.

Amendment requests must be submitted at least 60 days prior to the Completion Deadline listed in the Grant Agreement to be considered.

## **4.3 Close Out Procedures**

To close out a Grant Agreement, CJC staff will verify that the recipient has completed all applicable administrative actions and required work. All program and financial reports will be reviewed to ensure compliance with the terms and conditions of the award and that funds were spent appropriately.

## **4.4 Termination**

It is the CJC's role as grant administrator to ensure that grant funds as awarded comply with federal and state laws, rules, regulations, or guidelines, as well as the goals of the grant program. Following reasonable notice to recipients and attempts to resolve problems informally, the CJC may suspend funding in whole or in part, terminate funding, or impose another sanction should a recipient fail to comply.

## **SECTION 5: INDIVIDUAL GRANT PROGRAMS AND ELIGIBILITY**

This section describes CJC's primary grant programs including specific eligibility requirements and funding priorities. Other details, such as project periods, availability of

funding, and application questions are outlined in a separate grant solicitation document for each program, which is made available upon release on CJC’s website.

### **5.1 Illegal Marijuana Market Enforcement Grant Program (IMMEGP)**

Since 2018, CJC has administered the IMMEGP, a competitive grant program that assists local units of government, such as law enforcement and prosecutor’s offices, and community-based organizations, with addressing illegal marijuana operations across the state. IMMEGP funds illegal marijuana investigation and interdictions efforts, as well as supports for labor trafficking and/or worker abuse victims.

*Purposes/Goals:* The purpose of the IMMEGP is to assist local communities with the costs incurred addressing harmful impacts of illegal marijuana cultivation and distribution.

The statute creating IMMEGP prioritizes initiatives that address illegal marijuana operations with the following characteristics:

- In rural areas;
- Featuring large-scale operations;
- Associated with organized crime;
- Resulting in diversion of marijuana outside of Oregon; and
- Addressing the ongoing humanitarian crisis associated with illegal marijuana cultivation and distribution and facilitating connections to assistance and services for individuals impacted.

Additionally, CJC may prioritize grant applications that:

- Fund training opportunities that assist applicants in addressing illegal marijuana markets;
- Address cases that require complex financial accounting;
- Tracking outcomes;
- Collaborate with other agencies and organizations; and/or
- Provide culturally- and linguistically-specific and responsive services to persons affected by the ongoing humanitarian crisis associated with the illegal marijuana market.

*Eligibility:* Eligible applicants include units of local government and community-based organizations. Applicants may apply jointly with other eligible agencies or organizations for awards or as an individual applicant.

### **5.2 Improving People’s Access to Community-based Treatment, Supports, and Services (IMPACTS)**

Since 2019, CJC has administered IMPACTS, a competitive grant program that funds county and tribal government programs aimed at reducing the number of individuals with behavioral health issues who are cycling between local jails, emergency departments, and the Oregon State Hospital. IMPACTS-funded programs are designed to identify a target population, based on local conditions, and provide members of the target population with

community-based treatment, supports, and services that will promote individual health, wellness, and stability.

*Purposes/Goals:* The purposes of IMPACTS are to address the shortage of comprehensive community-based treatment, supports, and services for individuals with behavioral health conditions that lead to their involvement with the criminal justice system, hospitalizations, and institutional placements.

*Eligibility:* Eligible applicants include Oregon counties and the nine federally recognized tribal governments within Oregon. Applicants may apply jointly with other eligible agencies or organizations for awards or as an individual applicant.

### **5.3 Justice Reinvestment Grant Program (JRGP)**

Since 2013, CJC has administered the JRGP, a grant program that funds programs aimed at reducing recidivism and state prison usage while protecting public safety and holding individuals accountable. The JRGP primarily includes a standard formula grant based on community corrections supervision populations available to all 36 Oregon counties. Ten percent of the formula portion of JRGP is dedicated to funding victim services programs. A portion of the JRGP is also set aside as a competitive grant opportunity aimed at supporting downward departure programs, through which persons convicted of crimes may receive sentences, including community-based supervision, constituting a departure from presumptive sentencing guidelines, under certain circumstances.

*Purposes/Goals:* The purposes of the JRGP are to provide funding for counties to plan, implement, and expand initiatives that establish a process to assess individuals charged with crimes and provide a continuum of community-based sanctions, services, and programs.

The goals of the program include:

- Reducing recidivism through evidence-based practices while protecting public safety and holding individuals accountable and
- Reducing prison utilization for property, drug, and driving offenses while protecting public safety and holding individuals accountable.

In order to be considered for JRGP funding, applicants must also:

- Establish a process to assess populations served;
- Consider and accept short-term transitional leave candidates as appropriate;
- Provide assistance to clients enrolling in the Oregon Health Plan; and
- Work toward embedding equity throughout the county's criminal justice system.

*Eligibility:* Eligible applicants include Oregon county governments through their local public safety coordinating councils.

#### **5.4 Restorative Justice Grant Program (RJGP)**

Since 2021, CJC has administered the RJGP, a competitive grant program aimed at supporting restorative justice programs operated by public and private entities across the state that offer an alternative process for harmed parties and responsible parties to engage in apart from the traditional criminal and juvenile legal systems.

*Purposes/Goals:* The purpose of the RJGP is to support the implementation and expansion of restorative justice programs that serve individuals who have engaged in the “front end” of the criminal legal system, meaning before conviction of a crime or incarceration.

The statute creating the RJGP requires that grant-funded programs:

- Center the experiences of those harmed;
- Encourage those who have caused harm to take responsibility and repair the harm;
- Support persons who have been harmed, impacted community members and responsible parties in identifying solutions that promote healing, including promoting dialogue and mutual agreement;
- Coordinate with community-based organizations; and
- Demonstrate an ability to work collaboratively with system partners, including but not limited to local law enforcement entities, courts, district attorneys, and defense attorneys.

Additionally, CJC may give preference to programs that include one or more of the following:

- Offer services that engage in and serve rural or other historically underserved regions or areas in Oregon;
- Offer services that engage and provide culturally appropriate services to socially disadvantaged individuals;
- Partner with a researcher or research entity to track and report on any outcome measures associated with the applicant’s program;
- Address case types defined in OAR 213-003-0001(14) and OAR 213-003-0001(15) (definitions describing person felonies and person misdemeanors);
- Address case types that carry a presumptive sentence of prison pursuant to the criteria in OAR 213-004-0001 through OAR 213-004-0013 (describing the sentencing guidelines grid);
- Prioritize funding for direct services to the party harmed and the person who committed the harm; or
- Do not disqualify program participants based on prior criminal history.

*Eligibility:* Eligible applicants include any public or private entity. A public entity, for the purposes of the RJGP, means a tribal government or an Oregon public body, as defined in ORS 174.109. A private entity, for the purposes of the RJGP, means any corporation, trust, association, cooperative, or other organization that is not a public entity or any entity that operates within the Oregon criminal and juvenile legal systems.

## 5.5 Specialty Court Grant Program (SCGP)

Since 2005, CJC has administered the SCGP, a competitive grant program that supports Oregon's specialty courts including drug courts, Veterans courts, mental health courts, family treatment courts, and DUII courts. Specialty courts target individuals with substance use disorders in an integrated, systematic approach found to reduce drug use and recidivism while increasing public safety, and often provide family reunification. Specialty courts offer participants an alternative to incarceration and provide them with the resources and opportunities they need through coordinated efforts by the judiciary, prosecution, defense, community supervision, and treatment services.

Oregon's specialty courts strive to adhere to consistent practices as described through the [Oregon Specialty Court Standards](#) (Standards). The Standards are a collaborative effort between CJC and the Oregon Judicial Department to provide statewide guidance by which specialty courts can be held accountable in a manner to achieve the outcomes promised by each component. They are intended to serve as ideal expectations with a focus on continuous improvement.

*Purposes/Goals:* The purpose of the SCGP is to provide supplemental funding to support the operations of Oregon's specialty courts, and their adherence to the Standards.

The goals of the program include:

- Increasing individuals' likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Funding is prioritized to support courts that adhere to consistent practices as described in the Standards.

*Eligibility:* Eligible applicants include counties with existing Oregon circuit court specialty courts serving adults, juveniles, or families. Additionally, applicant programs must use Oregon's Specialty Court Management System (SCMS) and must include a treatment provider that accepts the Oregon Health Plan.

## SECTION 6: ADDITIONAL FEDERAL AND STATE REGULATIONS

Awards funded with state general fund dollars must adhere to the [Oregon Accounting Manual](#) (OAM) for the accounting of state governmental fiscal operations.

Federally funded awards must adhere to guidelines in the [US Department of Justice \(DOJ\) Financial Guide](#), in addition to the OAM. Specific details are outlined in the Grant Agreement.

### 6.1 Sub-Grantee or Procurement Designations

Consideration must be taken when determining whether a financial arrangement should be classified as a sub-agreement or procurement transaction. Appropriate designation is critical to ensure proper accounting for costs and compliance requirements.

The requirements found in OMB Circular A-133 §210(b) provide the following guidance to distinguish between a sub-award or procurement transaction.

SUB-AWARD FACTORS	PROCUREMENT FACTORS
Distributes financial assistance in the form of money or property to eligible sub-grantees.	Provides the goods or services within its normal business operations.
Performance is measured against the objectives of the federal award.	Provides similar goods or services to many different purchasers.
Has responsibility for programmatic decision making.	Operates in a competitive environment.
Has responsibility to comply with applicable federal program requirements.	Not subject to the compliance requirements of the federal program.
Uses the federal funds to carry out its own program, as compared to providing goods or services for the program of the grant recipient.	Provides goods or services are ancillary to the operation of the federal program.

There may be unusual circumstances or exceptions to the characteristics identified. Written approval from the CJC is required for an exception. The CJC will review characteristics of a sub-grantee and ensure that the procurement, receipt, and payment for goods and services comply with state and federal laws, regulations, and the provisions of the Grant Agreement.

## 6.2 Procurement Standards

If a proposed financial arrangement does not meet the criteria for a sub-award, the grant recipient must initiate a procurement transaction. These requirements apply to all procurements, including, but not limited to, procurements for goods, services, and equipment. Recipients shall follow their own established procurement procedures and regulations, provided that they adhere to applicable federal and state guidelines and standards at a minimum. If a recipient’s established procurement procedures are less competitive than the federal requirements, the recipient must adhere to the following:

- Procurement less than \$10,000: Grant recipient may solicit goods or services in any manner deemed practical or convenient.
- Procurement more than \$10,000 but less than \$150,000: Grant recipient must solicit quotes or bids from at least three sources.
- Procurement more than \$150,000: Grant recipient must formally advertise the proposed

procurement through an invitation for bids (IFB) or a request for proposals (RFP).

NOTE: Grant recipients must follow the threshold limitations established in their own procurement procedures if their internal procedures are more restrictive than the federal threshold.

In accordance with ORS 279B (Oregon's Public Contracting and Public Procurement statutes), recipients must submit all IFBs and RFPs greater than \$150,000 that involve the use of federal or matching funds to the CJC for review and approval prior to their issuance. Interagency agreements between units of government are excluded from this provision.

### **6.3 Sole-Source Procurement**

In rare and unusual circumstances, it may be necessary to waive the competitive bid process and use a noncompetitive sole-source procurement. If a grant recipient's established sole-source requirements are less stringent than the identified requirements, the recipient must adhere to the following.

Grant recipients may make the determination that competition is not feasible if one of the following circumstances exists:

- An item or service is available only from a single source;
- A public exigency or emergency will not permit a delay resulting from a competitive solicitation or it can be shown unequivocally that desired time frames for delivery must be met or the entire program will suffer as a direct result of the delay; or
- After solicitation of a number of sources, competition is considered inadequate.

If sole-source procurement is pursued, documentation reflecting actions taken and the position of the grant recipient is required. A justification statement for all sole-source contracting should include the following:

- A brief description of the program, the amount to be designated for the sole-source procurement, and the purpose of the contract.
- An explanation of why it is necessary to contract in a noncompetitive manner by providing supporting information as identified below in the applicable section(s):
  - Available from only one source: Describe the contractor's expertise related to the current program, the uniqueness of items to be procured from the contractor, and any additional information that would support the case.
  - Public exigency or emergency: Describe when the contractual coverage is required, the impact on the program if deadline dates are not met, how long it would take an alternate contractor to reach the same level of competence, and any additional information that would support the case.
  - Competition is determined inadequate after solicitation: Describe the market survey or similar effort used to determine competition availability and any additional information that would support the case.
- A declaration that this action is in the best interest of the agency.

For all sole-source procurements in excess of \$150,000, grant recipients must submit a justification statement to the CJC for review and approval prior to the procurement. Interagency agreements between units of government are excluded from this provision.

#### **6.4 Sub-Agreements**

Financial arrangements with other entities or individuals to accomplish a portion of the program activities, sub-awards, and procurement transactions must be formalized in written and signed agreements between the parties involved. Sub-agreements must be made available for the CJC to review upon request.

An agreement must include the following:

- Activities to be performed;
- Budget;
- Project start and end dates;
- All required representations, certifications, and assurances;
- Program policies and procedures to be followed;
- Dollar limitation of the award or contract and any match requirements;
- Payment procedure and schedule;
- Cost principles to be used in determining allowable costs; and
- All clauses required by the Grant Agreement to be included in agreements with sub-grantees.

The written agreement will not affect the grant recipient's overall responsibility for the duration of the federally funded program and accountability to the CJC. The grant recipient is responsible for monitoring the sub-grantee and monitoring program and financial responsibilities.

#### **6.5 Program Income**

Program income is gross income received by the grant recipient or sub-grantee directly generated by a grant-supported activity or earned only as a result of the Grant Agreement during the project period.

Examples of program income include, but are not limited to, income from fees for services performed; registration fees; usage and rental fees from real or personal property acquired with grant funds; sales of commodities or items fabricated under a grant; sale of property; royalties; attorney's fees and costs; or proceeds received through asset seizure and forfeiture.

Unless specifically identified in the Grant Agreement, program income does *not* include interest on grant funds; rebates, credits, discounts, or refunds; or taxes, special assessments, levies, fines, or other such revenues raised by a grant recipient or sub-grantee. Specifically, fines as a result of law enforcement activities are not considered program income.

*Use of Program Income:* The recipient must retain program income earned during the grant period and must use it in one or more of the following ways:

- *Addition:* This reflects income added to the funds committed to the grant by the CJC and the grant recipient and used to further eligible program objectives.
- *Cost sharing or matching:* This is income used to meet the non-federal matching requirement of the Grant Agreement. The amount of the federal grant award remains the same.
- *Deduction:* Program income may be deducted from the total allowable costs to determine the net allowable costs.

Program income must be used to further eligible objectives of the grant award and must be used under the conditions applicable to the award. If the cost is allowable under the grant program, the cost would be allowable using program income.

Program income and expenditures must be reported and submitted with each financial report. If any program income remains unexpended upon expiration of the Grant Agreement, it must be reported in a Program Income Report submitted with the final financial report.

Even after a grant is closed, grant recipients remain obligated to use program income generated *during* the award period for purposes that further the objectives of the original award.

There are no federal requirements governing the disposition of program income earned *after* the end of the award period. Income generated from grant activities after the grant is closed is not program income for these purposes and does not need to be reported or expended in furtherance of grant objectives.

*Program Income from Asset Seizures and Forfeitures:* Program income from asset seizures and forfeitures are considered earned when the property has been adjudicated to the benefit of the plaintiff (such as a law enforcement entity or task force), all appeals have been finalized, and income is available for the grant recipient's use.

Statutory direction for seized and forfeited assets (personal and real property) can be found in ORS 131A.010 to 131A.460 and ORS 131.550 to 131.604.

## **6.6 Supplanting**

Funds must be used to supplement existing funds and not replace (supplant) funds that have been appropriated for the same purpose. Grant funds may not be used to pay for program activities the grant recipient is already obligated to pay or has already funded. Grant funds must be used to increase the total amount of funds available to deliver program services. The rules governing supplanting also apply to any funds used as match.

Supplanting will be a subject of post-award monitoring and audit. If there is a potential presence of supplanting, the grant recipient will be required to supply documentation

demonstrating that the reduction in resources occurred for reasons other than the receipt or expected receipt of funds.

## **6.7 Matching Funds**

The purpose of matching contributions is to increase the number of resources available to a program supported by grant funds. Funds allocated for use as match funds must be used to support a federally funded program and supplement funds that would otherwise be made available for the state program purpose.

Grant recipients must maintain records that clearly reflect the source, amount, and period during which the match was allocated. Grant recipients must ensure that a match is identical in a manner that guarantees accountability during an audit.

For grant programs that require a matching contribution, the full match amount must be expended by the end of the grant period. Match and grant funds constitute program funds and must be reported.

*Cash Match:* A cash match must be from a non-federal source, be spent on allowable program-related costs, and be included in the grant recipient's financial records.

*In-Kind Match:* In-kind matches may include donations of expendable equipment, office supplies, workshop or classroom materials, workspace, or the monetary value of time contributed by professional and technical personnel and other skilled and unskilled labor if the services they provide are an integral and necessary part of a funded program. The following stipulations apply:

- The value placed on loaned or donated equipment may not exceed its fair rental value.
- The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market.
- Fringe benefits may be included in the valuation.
- Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the grant recipient organization for its own employees.
- The value of donated space may not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

The basis for determining the value of volunteer services, materials, equipment, and space must be documented.

## **6.8 Accounting Requirements**

*Accounting Systems:* Grant recipients must maintain accounting systems that accurately account for grant and match funds. Recipients must maintain detailed records as supporting documentation for all expenditures listed by category, separated by match (if

applicable) and grant expenses. In addition, backup documentation and invoices must be maintained with the grant file and are subject to review upon request.

Records must be maintained for a minimum of five years after the completion of the grant.

*Commingling of Funds:* The accounting of grant recipients and sub-grantees must ensure that grant funds are not commingled with funds from other sources. Each grant award must be accounted for separately. Recipients and sub-grantees are prohibited from commingling funds on both a program-by-program and project-by-project basis.

Funds specifically awarded to one program may not be used to support another. If accounting cannot comply with this requirement, the recipient or sub-grantee shall establish a system to provide adequate fund accountability for each program awarded.

*Gift Cards, Vouchers, and Other Similar Items:* Programs that use gift cards, vouchers, bus passes and similar items for participants must establish internal controls through written policies and procedures that, at a minimum, do the following:

- Ensure the security of the item(s); and
- Address appropriate distribution to participants.

Programs must use a log and track distribution and use of all items purchased. The log must track the following:

- Card, voucher, or pass number;
- Date issued to participant;
- Name of participant;
- Purpose of pass or description of items to be purchased with the card; and
- For gift cards, the participant must return a receipt to the program that is kept in the participant's file.

NOTE: It is the grant recipient's responsibility to identify the purpose of pass or description of items to be purchased with the card. Gift cards, vouchers, and other like items may not be used for any unallowable expense.

## **6.9 Audits**

Non-federal entities that expend \$500,000 or more in federal funds (all sources) in the grant recipient's fiscal year shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Nonfederal entities that expend less than \$500,000 in a year are exempt. All federally funded projects require a CFDA number that is verified as part of the audit.

Records must be available for review or audit by appropriate officials including the federal agency, pass-through entity, and General Accounting Office. Grant recipients must complete and submit a signed audit certification to the CJC within 90 days of the end of the grant recipient's fiscal year.

The audit objective is to review the grant recipient’s administration of the program for the purpose of determining whether the recipient has:

- An accounting system integrated with adequate internal fiscal and management control to provide full accountability for revenues, expenditures, assets, and liabilities;
- Prepared financial statements that are presented fairly, in accordance with generally accepted accounting principles;
- Prepared financial reports to support claims for reimbursement that contain accurate and reliable financial data and are presented in accordance with the terms of the applicable agreements; and
- Expended program funds in accordance with the agreement of federal and state rules.

NOTE: Audit costs for those not required in accordance with OMB Circular A-133 are unallowable. If the grant recipient did not expend \$500,000 or more in federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, these costs cannot be charged to the grant.

## **6.10 Publicity and Publications**

A grant recipient or sub-grantee may produce different types of publications, including newsletters, journals, fact sheets, reports, summaries, and videos. Project directors are encouraged to make the results and accomplishments of their activities available to the public. A grant recipient or sub-grantee who publicizes project activities and results must adhere to the following requirements:

- The CJC is not responsible for the direction of the project activity. The publication must include the following statement: “The opinions, findings, and conclusions or recommendations expressed in this publication, program, or exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice or the Oregon Criminal Justice Commission.” The receipt of CJC funding does not constitute official recognition or endorsement of any project. A separate application for official recognition may be requested from the CJC.
- All materials publicizing or resulting from award activities must contain an acknowledgement of the CJC’s assistance through use of the following, or a comparable, footnote: “This project was supported by Award No. \_ awarded by the Office of Justice Programs, Bureau of Justice Assistance through the Oregon Criminal Justice Commission.” or “This project was supported by Award No. \_\_\_\_ awarded by the State of Oregon, through its Criminal Justice Commission.”
- When requested by the CJC, a grant recipient or sub-grantee is expected to publish or otherwise make widely available to the public the results of work conducted or produced under an award.
- All publication and distribution agreements with a publisher must include provisions giving the State of Oregon and the federal government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the publication for State of Oregon and federal government purposes. The agreements with a publisher should contain information on the CJC requirements.

- Unless otherwise specified in the award, the grant recipient or sub-grantee may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material is subject to the provisions of the State of Oregon and the federal government.
- The grant recipient or sub-grantee is permitted to display the agency logo in connection with the activities supported by the award. In this respect, the logo shall appear in a separate space, apart from any other symbol or credit. The words “Funded or Funded in part by OJP and CJC” shall be printed as a legend, either below or beside the logo, each time it is displayed. Use of the logo must be approved by the CJC in writing.

NOTE: The grant recipient or sub-grantee is required to submit a publication and distribution plan to the CJC before materials developed under an award are commercially published or distributed. The plan must include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and, to assure reasonable competition, the identification of firms that will be approached. The CJC must approve this plan prior to any publishing project activities.

## **APPENDIX A: CIVIL RIGHTS POLICY AND PROCEDURES**

Pursuant to *Department of Justice Grants and Cooperative Agreements: Statutes and Regulations related to Civil Rights and Nondiscrimination*, this policy is to establish:

1. Procedures for responding to discrimination complaints from employees and applicants for employment of grant recipients and sub-grantees receiving funding from the U.S. DOJ.
2. Procedures for responding to service discrimination complaints from clients, customers, consumers, or participants against CJC grant sub-grantees.

The CJC strives to create an inclusive environment that welcomes and values the diversity of the people we serve. The agency fosters fairness, equity, and inclusion to create a workplace environment where everyone is treated with respect and dignity.

### **Section 1: Complaint Alleging Employment Discrimination**

#### Policy

Employees and applicants for employment of grant recipients and sub-grantees shall be treated equally regardless of race, color, religion, sex (including pregnancy or gender identity), national origin, age, military or veteran status, disability, sexual orientation, or any other basis prohibited by state or federal law.

It is a discriminatory or prohibited employment practice to refuse to hire, promote, discharge, demote, terminate, or to retaliate against, or to discriminate in matters of compensation, or in terms, privileges, and conditions of employment against any persons otherwise qualified, because of race, color, sex, pregnancy or pregnancy-related conditions, age (40 and over), religion, national origin, or disability.

No person shall intimidate, threaten, coerce, discriminate, or retaliate against an individual for taking action or participating in an action to secure rights protected by these laws.

The CJC will address complaints to ensure compliance with applicable state and federal laws regarding employment discrimination.

#### Complaint Procedure

The CJC and grant recipients will provide the *Civil Rights Discrimination by Grantee Complaint Form* (Form) and contact information for the Complaint Coordinator to any person who raises civil rights compliance by grant recipient concerns.

- Employment discrimination complaints against grant recipients or sub-grantees may be filed using the Form.
- Individuals who have questions about the complaint process or need assistance with the complaint paperwork may contact the Complaint Coordinator.
- A complainant must submit a completed Form to the Complaint Coordinator at [cjc.grants@oregon.gov](mailto:cjc.grants@oregon.gov) or mail to:

Criminal Justice Commission  
Attn: Complaint Coordinator  
885 Summer St. NE  
Salem, Oregon 97301

NOTE: A complainant may request assistance from the CJC to complete the Form or through dictation if a disability impairs the ability to file a complaint.

- The CJC employees who receive a discrimination complaint will forward the complaint to the Complaint Coordinator to be addressed.
- The complaint should be submitted as soon as possible but no later than 60 days following the alleged offense. The date the Form is received by the CJC will be considered the filing date.
- The Complaint Coordinator will provide a copy of the complaint to the Executive Director. The Executive Director and Complaint Coordinator will evaluate whether the complaint alleges a valid claim against a grant recipient or sub-grantee.
  - a. If a complaint's validity cannot be determined, it may be forwarded to the United States Department of Justice Office of Civil Rights (OCR) for preliminary review.
  - b. The Complaint Coordinator will administratively close the complaint if it is determined that it does not contain a claim of employment discrimination by a CJC grant recipient or sub-grantee.
- Within ten calendar days of receiving a complaint, the Complaint Coordinator will notify the complainant about the status of the complaint, specifically whether the complaint has been referred to BOLI, the OCR, or been administratively closed.
- Complaints that allege a violation of federal civil rights law are forwarded to the Oregon Civil Rights Division:

Oregon Civil Rights Division,  
Bureau of Labor and Industries  
800 NE Oregon St., Suite 1045  
Portland, Oregon 97232

~ and/or ~

Office of Justice Programs  
U.S. Department of Justice  
810 7th Street NW  
Washington, DC 20531

NOTE: If the complaint is referred to BOLI or the OCR, the Complaint Coordinator will notify the complainant of the contact information for BOLI or OCR and the date the complaint is considered filed.

#### Grant Recipient and Sub-Grantee Obligations

Grant recipients and sub-grantees must review this policy and certify compliance with civil rights laws upon acceptance of a CJC grant award. Procedures must be in place for responding to discrimination complaints alleging employment discrimination filed directly

with the grant recipient. At a minimum, these processes should include forwarding the Form to the Complaint Coordinator.

## **Section 2: Complaint Alleging Client/Customer Discrimination**

### Policy

Clients, customers, participants, or consumers of services provided by grant recipients and sub-grantees shall be afforded an equal opportunity to participate in programs and activities regardless of race, color, religion, sex (including pregnancy or gender identity), national origin, age, military or veteran status, disability, sexual orientation, or any other basis prohibited by state or federal law.

It is a discriminatory delivery of services to exclude an individual from participation in, deny the benefits to, or subject an individual to discrimination under any DOJ-funded program or activity based upon race, color, national origin, sex, religion, age, or disability.

No person shall intimidate, threaten, coerce, discriminate, or retaliate against an individual for taking action or participating in an action to secure rights protected by these laws.

Compliance with all applicable state and federal laws regarding discrimination is required as a condition of funding.

*Civil Rights Laws:* Apply to any entity that receives an award of federal financial assistance—regardless of which federal agency awards the grant or cooperative agreement—and encompass the “program or activity” funded in whole or in part with the federal financial assistance.

- *28 C.F.R. Part 42, Subpart C and D Section 601 of Title VI of the Civil Rights Act of 1964* (42 U.S.C. § 2000d): “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”
- *28 C.F.R. Part 42, Subpart G Section 504 of the Rehabilitation Act of 1973* (29 U.S.C. 794): “No otherwise qualified individual with a disability in the United States, as defined in [29 U.S.C. 705(20)], shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance [.]”
- *28 C.F.R Part 42, Subpart D; 28 C.F.R. part 54 Section 901 of Title IX of the Education Amendments of 1972* (20 U.S.C. 1681): “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.”
- *28 C.F.R. Part 42 Subpart I Section 303 of the Age Discrimination Act of 1975* (42 U.S.C. 6102): “No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.”

*Nondiscrimination Provisions:* Apply to all CJC federal financial awards.

- *28 C.F.R. Part 42, Subpart D Section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968* (codified at 42 U.S.C. 3789d(c); see also 42 U.S.C. 5672(b)): “No person in any State shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under this chapter.”
- *28 C.F.R. Part 94, Subpart B Section 1407(e) of the Victims of Crime Act of 1984* (codified at 42 U.S.C. 10604(e)): “No person shall on the ground of race, color, religion, national origin, handicap, or sex be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under this chapter.”
- *28 C.F.R. Part 38 Partnerships with Faith-Based and Other Neighborhood Organizations:* “No person or organization shall be discriminated against on the basis of religion in the delivery of services or benefits, and ensures that faith-based or religious organizations are able to participate in such programs on an equal basis with other organizations.”

The CJC will address complaints to ensure compliance with applicable state and federal laws regarding violations to these laws and regulations.

### Complaint Procedure

The CJC and grant recipients will provide the Form and contact information for the Complaint Coordinator to any person who raises concerns regarding grant recipient civil rights compliance.

- Employment discrimination complaints against grant recipients or sub-grantees may be filed using the Form.
- Individuals who have questions about the complaint process or need assistance with the complaint paperwork may contact the Complaint Coordinator.
- A complainant must submit a completed Form to the Complaint Coordinator at [cjc.grants@oregon.gov](mailto:cjc.grants@oregon.gov) or mail to:

Criminal Justice Commission  
Attn: Complaint Coordinator  
885 Summer St. NE  
Salem, Oregon 97301

NOTE: A complainant may request assistance from the CJC to complete the Form or through dictation if a disability impairs the ability to file a complaint.

- CJC employees who receive a discrimination complaint will forward the complaint to the Complaint Coordinator to be addressed.
- The complaint should be submitted as soon as possible but no later than 60 days following the alleged offense. The date the Form is received by the CJC will be considered the filing date.

- The Complaint Coordinator will provide a copy of the complaint to the Executive Director. The Executive Director and Compliant Coordinator will evaluate whether the complaint alleges a valid claim against a grant recipient or sub-grantee.
  - a. If a complaint’s validity cannot be determined, it may be forwarded to the OCR for preliminary review.
  - b. The Complaint Coordinator will administratively close the complaint if it is determined that it does not contain a claim of employment discrimination by a CJC grant recipient or sub-grantee.
- Within ten calendar days of receiving a complaint, the Complaint Coordinator will notify the complainant about the status of the complaint, specifically whether the complaint has been referred to BOLI, the OCR or been administratively closed.
- Complaints that allege a violation of federal civil rights law are forwarded to the Oregon Civil Rights Division:

Oregon Civil Rights Division,  
Bureau of Labor and Industries  
800 NE Oregon St., Suite 1045  
Portland, Oregon 97232

~ and/or ~

Office of Justice Programs  
U.S. Department of Justice  
810 7th Street NW  
Washington, DC 20531

NOTE: If the complaint is referred to BOLI or the OCR, the Complaint Coordinator will notify the complainant of the contact information for BOLI or OCR and the date the complaint is considered filed.

Grant Recipient and Sub-Grantee Obligations

Grant recipients and sub-grantees must review this policy and certify compliance with civil rights laws upon acceptance of a CJC grant award. Procedures must be in place for responding to discrimination complaints alleging employment discrimination filed directly with the grant recipient. At a minimum, these processes should include forwarding the Form to the Complaint Coordinator.



# CROOK COUNTY

# SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

November 26, 2024

To: Crook County Commissioners and the County Administrator

From: Sheriff John Gautney and Undersheriff Bill Elliott

RE: Jail-based Medications for Opioid Use Disorder Grant Program

The Oregon Criminal Justice Commission (CJC) announced a grant program to assist with the funding and costs associated with starting or continuing a program to identify, diagnose, and treat our inmate population suffering from opioid use disorder (OUD). The amount allocated for the Crook County Jail is \$236,400. The following is a summary of the program currently being implemented in the Crook County Jail and the intent for any funds that are spent from this grant.

The Crook County Jail partners with the Community MAT (Medication Assisted Treatment) Provider, Best Care Addiction Medicine Clinic, to provide services to the adults in custody. Through this collaboration, MAT in the form of Buprenorphine is offered to qualifying individuals with Substance Use Disorder lodged in jail. The Crook County Jail Medical Staff screens and identifies eligible inmates for MAT services. The identified inmates are referred to BestCare for a follow-up screening, and medication is offered if the individual is eligible. The medication being offered is an injectable Buprenorphine named Brixadi. BestCare will develop an individualized treatment plan for each inmate receiving Buprenorphine treatment. This plan includes dosage instructions, monitoring requirements, and other necessary medical interventions. The nurse from BestCare will administer injectable Buprenorphine via video observed monitoring from the BestCare Medical Providers. All medications will be administered inside the Crook County Jail under the direct supervision of Corrections staff following our current Medical Delivery policy. All medications BestCare staff administer will be stored in a locked storage container inside the Crook County Jail. The medications will be routinely inventoried in an area visible to the security cameras, and access to the medications is prohibited except for authorized medical staff. The treatment will be provided in accordance with all applicable laws, regulations, and best practices relating to the administration of Buprenorphine.

The Crook County Jail has been awarded up to \$236,400 from the CJC through this grant. There is no financial commitment to Crook County in the access or use of these funds. The funds awarded to the Crook County Jail through this grant will be utilized solely to purchase the necessary medications. This is easily the most significant single expense in this program. Brixadi, the injectable Buprenorphine that will be used, has a long shelf life and does not require refrigeration. This would allow the Crook County Jail to purchase a substantial stockpile of these medications so they are readily available when there are eligible inmates for this medication.



# CROOK COUNTY SHERIFF'S OFFICE

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SHERIFF JOHN GAUTNEY

The Crook County Jail is responsible for tracking any grant funds utilized and keeping accurate statistics for inmates receiving treatment through this program. When using these funds, the jail commander will be responsible for accurately tracking and communicating all necessary information to the CJC.

The standard of care in communities is constantly evolving. This is for several reasons. The Crook County Jail is required to maintain a standard of care consistent with the community in which it resides. Crook County has a Community MAT Provider in BestCare. It would be difficult to justify not partnering with BestCare to provide these services. Failure to do so puts the county at significant liability and risk of being accused of failing to provide adequate healthcare to our inmate population. The grant funds will be used to offset the greatest cost. With this stockpile, should the MOU between BestCare and the Crook County Jail dissolve, Crook County will have ownership of the appropriate medication, and another MAT program revolving around the same medicine could be developed.

Sincerely,

A handwritten signature in blue ink that reads "Bill Elliott". The signature is written in a cursive style.

Bill Elliott, Undersheriff

**From:** [MCARTHUR Rachel \\* CJC](#)  
**To:** [Andrew Rasmussen](#)  
**Subject:** Jail-Based Medications for Opioid Use Disorder Grant Program Award Notice--Crook County Jail  
**Date:** Thursday, November 21, 2024 9:57:09 AM

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Good morning Andrew,

This serves as a notification that the Criminal Justice Commission met on November 20<sup>th</sup>, to authorize grant awards for the Jail-based Medications for Opioid Use Disorder Grant Program (JMOUD) funding application that the Grant Advisory Committee recommended. The Commission has authorized an award of \$236,400 to Crook County Jail under JMOUD.

In accordance with Section 3 of the 2023 CJC Grant Administration Guide this email serves as the award notification. An applicant's rights to protest this award decision are outlined in Subsection 3.1 of the Grant Administration Guide (page 6). Affected applicants shall have fourteen (14) business days from the date of this notification to file a written protest.

**If you are satisfied with the Commission's decision and wish to waive your right to protest, please email back notifying us of your decision to waive the protest period and proceed with contracting.**

Next, CJC staff will forward a Grant Award Agreement to your program's primary contact via DocuSign, which will contain signing instructions. We anticipate sending these out by no later than December 13<sup>th</sup>. The first disbursement of your newly awarded funds is set to release by January 25, 2025, but that will of course depend on the timing of your fully executed contract.

Lastly, if you were unable to attend this meeting, the recording will be made available on CJC's YouTube channel within a week of this email.

If you have any questions, please don't hesitate to reach out.

Thank you,

Rachel

**Rachel McArthur, PhD (she/her)**  
**Senior Program Analyst**  
Criminal Justice Commission  
p: 503-507-4561  
[rachel.mcarthur@cj.oregon.gov](mailto:rachel.mcarthur@cj.oregon.gov)

Join us for the 2025 Summit! [Register Now](#)

# **2023-2025 Grant Solicitation: Jail-based Medications for Opioid Use Disorder Grant Program**

**Application Due Date:** October 13, 2024

## **Purpose:**

The purpose of the Jail-based Medications for Opioid Use Disorder Grant Program is to provide opioid use disorder treatment and transition planning services to persons in custody in local correctional facilities and tribal correctional facilities.

## **Eligible Applicants:**

Eligible applicants include cities and counties in Oregon that operate a local correctional facility, as defined in ORS 169.005, and federally recognized tribes in Oregon that operate a tribal correctional facility, as defined in House Bill 4002 (2024), Section 81 (3).

An applicant may apply individually or jointly with other eligible applicants.

## **Program Goals and Priorities:**

Funds awarded must be used for one or more of the following:

- Provide medication, telemedicine, or any other reasonable treatment to persons in custody with an opioid disorder.
- Develop or operate mobile or nonmobile opioid treatment units.
- Administer screenings for opioid use disorder or risk of an acute opioid withdrawal.
- Facilitate transition planning services for persons in custody who seek or receive opioid use disorder treatment.
- Undertake any other actions reasonably calculated to mitigate operational or structural barriers to providing opioid use disorder treatment in local correctional facilities or tribal correctional facilities, including but not limited to mitigating any lack of secure storage for medication.

## **Availability and Duration of Funding:**

This is a one-time solicitation offering financial support for the grant period beginning October 1, 2024, and ending September 30, 2025.

A total of \$10,000,000 is available in grant funds and will be awarded through a formula funding process determined by the Commission. Funding allocations are posted on the [CJC website](#).

Of the available funds, at least ten percent must be awarded to local correctional facilities in rural areas, as defined in OAR 213-100-0030, or tribal correctional facilities.

## 2023-2025 Grant Solicitation: Jail-based Medications for Opioid Use Disorder Grant Program

### Application Timeline:

September 3, 2024	Grant solicitation released
October 13, 2024	<b>Grant applications due</b>
October 2024	Grant Advisory Committee develops funding recommendations
November 2024	Commission makes final award decisions

### Application Requirements:

1. Applicants must review the [CJC Grant Administration Guide](#) for specific policies and procedures related to allowable uses of grant funds, review processes, and compliance regulations.
2. Applications must include the following:
  - a. Responses to all application questions (a list of questions is attached to this document);
  - b. A budget projection sheet (a sample is attached to this document; spreadsheet available upon request);
  - c. A statement from the applicant acknowledging that any grant funds received must be expended in accordance with the allowable uses describe in OAR 213-100-0040(3)(d); and
  - d. A letter of commitment from each administrator of a local correctional facility or tribal correctional facility who is associated with the application, committing to participate in good faith in the grant program.
3. Successful applicants will be required to execute a grant agreement substantially in the form of the sample attached to this document.

### How to Apply:

Applications must be submitted online through CJC's grant management system: <https://cjc-grants.smapply.io>.

# 2023-2025 Grant Solicitation: Jail-based Medications for Opioid Use Disorder Grant Program

## Sample Application

### **CJC's Comments Regarding Application Questions:**

1. It is strongly recommended that applicants first read through all application questions and closely review the list of required documentation listed in the Grant Solicitation.

### **Application Questions:**

1. What jurisdiction(s) does your local correctional facility or tribal correctional facility serve? (Word Limit: 200 words)
2. Describe how your existing or planned medication for opioid use disorder treatment program functions, in steps. (Word Limit: 300 words)
3. Describe your existing or planned coordination with a medication for opioid use disorder treatment provider. (Word Limit: 250 words)
4. Describe how your medication for opioid use disorder treatment program aligns with, or intends to align with, best practices or standards of care related to medications for opioid use disorder treatment. (Word Limit: 250 words)
5. How does your organization currently track or plan to track your efforts to provide opioid use disorder treatment and transition planning services? What concrete measures will you use? (Word Limit: 250 words)
6. Describe your program's specific and achievable time-based goals to increase access to medications for opioid use disorder within your correctional facility. (Word Limit: 300)

### **Document Uploads:**

Budget Projection Sheet

Applicant Statement on the use of funds

Letter of Commitment from the correctional facility administrator

[OPTIONAL] A copy of any Memorandum(s) of Understanding (MOU) in use with participating partners

**2023-25 Jail-based Medications for Opioid Use Disorder  
Program  
Formula Grant Disbursement**

**TOTAL 2023-25 ALLOCATION: \$10,000,000**

<b>County/Facility</b>	<b>Total Jail-based Medications for Opioid Use Disorder Formula Allocation</b>
BAKER	192,735.00
BENTON	148,167.00
CLACKAMAS	372,771.00
CLATSOP	309,436.00
COLUMBIA	283,076.00
COOS	307,651.00
CROOK	257,984.00
CURRY	332,389.00
DESCHUTES	259,980.00
DOUGLAS	368,288.00
GRANT	339,799.00
HARNEY	254,428.00
JACKSON	428,280.00
JEFFERSON	393,378.00
JOSEPHINE	437,606.00
KLAMATH	336,756.00
LAKE	280,417.00
LANE	404,555.00
LINCOLN	351,532.00
LINN	291,849.00
MALHEUR	337,258.00
MARION	372,457.00
MULTNOMAH	663,910.00
NORCOR	338,256.00
POLK	220,885.00
SPRINGFIELD	114,769.00
TILLAMOOK	298,944.00
UMATILLA	299,414.00
UNION	316,122.00
WASHINGTON	444,860.00
YAMHILL	242,047.00

**BUDGET PROJECTION SHEET**

**CJC Grant Program:** Jail-based Medications for Opioid Use Disorder Grant Program  
**Applicant Name:**

**Personnel: Salaries, wages and fringe benefits costs for all grant-funded personnel (in whole or in part) employed by the grant recipient**

**Directions:**  
 In the "Program Supported" field, identify the specific program/project the position supports.  
 In the "% Time per Month" field, use whole numbers to show percentage of position's time dedicated to grant-related work. Example: a half-time case manager = 50  
 In the "Monthly Rate" field, combine salary/wages and fringe benefits for a single month at full-time, regardless of the value included in the "% Time per Month" field.  
 In the "# Months Employed" field, indicate the number of months the position is expected to be funded during the grant period.

Position Title	Program Supported	Employing Agency	New or Existing Position	% Time per Month	Monthly Rate (wages+fringe)	# Months Employed	Total Amount Requested	Personnel Narrative:
1			Select Option				0.00	1.)
2			Select Option				0.00	2.)
3			Select Option				0.00	3.)
4			Select Option				0.00	4.)
5			Select Option				0.00	5.)
6			Select Option				0.00	6.)
7			Select Option				0.00	7.)
8			Select Option				0.00	8.)
9			Select Option				0.00	9.)
10			Select Option				0.00	10.)
<b>Personnel Total:</b>							\$ -	

**Contractual Services: An individual or organization providing a service or programmatic aspect of the work that is not provided directly by the grant recipient**

**Directions:**  
 In the "Contract Title & Purpose" field, identify the contractor and what services the contract covers (generally).  
 In the "Program Supported" field, identify the specific program/project the contracted services support.

Contract Title & Purpose	Program Supported	Contract Category	Unit Type	Price per Unit	# Units Required	Total Amount Requested	Contractual Services Narrative:
1		Select Option	Monthly			0.00	1.)
2		Select Option	Select Option			0.00	2.)
3		Select Option	Select Option			0.00	3.)
4		Select Option	Select Option			0.00	4.)
5		Select Option	Select Option			0.00	5.)
6		Select Option	Select Option			0.00	6.)
7		Select Option	Select Option			0.00	7.)
8		Select Option	Select Option			0.00	8.)
9		Select Option	Select Option			0.00	9.)
10		Select Option	Select Option			0.00	10.)
<b>Contractual Services Total:</b>						\$ -	

**Housing & Facilities: Eligible expenses for space/utilities necessary to complete program work, short-/long-term housing support for participants.**

**Directions:**  
 In the "Item Description" field, identify what the expense covers (generally).  
 In the "Program Supported" field, identify the specific program/project the expense supports.

Item Description	Program Supported	Unit Type	Price per Unit	# Units Required	Total Amount Requested	Rent/Utilities Narrative:
1		Select Option			0.00	1.)
2		Select Option			0.00	2.)
3		Select Option			0.00	3.)
4		Select Option			0.00	4.)
5		Select Option			0.00	5.)
6		Select Option			0.00	6.)
7		Select Option			0.00	7.)
8		Select Option			0.00	8.)
9		Select Option			0.00	9.)
10		Select Option			0.00	10.)
<b>Housing &amp; Facilities Total:</b>					\$ -	

**Equipment:** Permanent or non-expendable equipment with a purchase price of \$5,000 or more, or a useable life of two or more years, for a single item

**Directions:**  
 In the "Item Description" field, identify the name/type of equipment to be purchased.  
 In the "Program Supported" field, identify the specific program/project the equipment supports.  
 In the "Organization Served" field, identify the entity that will own and operate the equipment.  
 In the "# of Units Required" field, indicate the number of individual items to be purchased.

Item Description	Program Supported	Organization Served	Price per Unit	# Units Required	Total Amount Requested	Equipment Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program.
1					0.00	1.)
2					0.00	2.)
3					0.00	3.)
4					0.00	4.)
5					0.00	5.)
6					0.00	6.)
7					0.00	7.)
8					0.00	8.)
9					0.00	9.)
10					0.00	10.)
<b>Equipment Total:</b>					\$	

**Supplies:** Consumable materials or supplies, including the cost of small items of equipment that do not meet the threshold for the "Equipment" category

**Directions:**  
 In the "Item Description" field, identify the name/type of supplies to be purchased.  
 In the "Program Supported" field, identify the specific program/project the supplies supports.  
 In the "Organization Served" field, identify the entity that will use the supplies.  
 In the "# of Units Required" field, indicate the number of individual items to be purchased.

Item Description	Program Supported	Organization Served	Price per Unit	# Units Required	Total Amount Requested	Supplies Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program.
1					0.00	1.)
2					0.00	2.)
3					0.00	3.)
4					0.00	4.)
5					0.00	5.)
6					0.00	6.)
7					0.00	7.)
8					0.00	8.)
9					0.00	9.)
10					0.00	10.)
<b>Supplies Total:</b>					\$	

**Training/Associated Travel: Eligible expenses for transportation, lodging, per diem, and registrations for trainings that support grant purposes**

**Directions:**

Each line item should be dedicated to a single training cost or travel cost.  
 All travel expenses must follow state DAS and federal GSA regulations; luxury expenses are not allowed (e.g. first-class seating).  
 In the "Program Supported" field, identify the specific program/project the training supports.  
 In the "Organization(s) Served" field, list the entity(ies) that will have personnel attending training.  
 In the "Is this a Training or Travel Cost?" field, select to which this line item relates from the dropdown menu.  
 In the "Training or Travel Costs (Per Individual)" field, input the estimated individual travel cost or registration cost for one attendee.

Training Title	Program Supported	Organization Served	Location of Training	Is this a Training or Travel Cost?	Training or Travel Costs (Per Individual)	# of Individuals Attending	Total Amount Requested	Training/Associated Travel Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program. travel line items, please indicate with which training it is associated.	For
1				Select Option			0.00	1.)	
2				Select Option			0.00	2.)	
3				Select Option			0.00	3.)	
4				Select Option			0.00	4.)	
5				Select Option			0.00	5.)	
6				Select Option			0.00	6.)	
7				Select Option			0.00	7.)	
8				Select Option			0.00	8.)	
9				Select Option			0.00	9.)	
10				Select Option			0.00	10.)	

**Training/Travel Total:** \$ -

**Administrative Costs: Activities associated with administering the grant such as purchasing, budgeting, payroll, accounting and staff services**

**Directions:**

Total Administrative Costs may not exceed 10% of total funds requested, unless an exception is granted by the Commission.  
 In the "Item Description" field, identify the specific activities to be conducted.  
 In the "Program Supported" field, identify the specific program/project the expense supports.  
 In the "Organization" field, identify the entity that will be conducting the administrative activities.

Item Description	Program Supported	Organization Served	Total Amount Requested	Administrative Costs Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program.
1				1.)
2				2.)
3				3.)
4				4.)
5				5.)
6				6.)
7				7.)
8				8.)
9				9.)
10				10.)

**Administrative Total:** \$ -

Budget Request Totals: This section will be automatically calculated based on the information provided above			
Budget Categories	Category Totals		
Personnel	\$	-	
Contractual Services	\$	-	
Housing/Facilities	\$	-	
Equipment	\$	-	
Supplies	\$	-	
Training/Travel	\$	-	
	<i>Subtotal</i>	\$	-
			% of Total Request
Administrative Costs	Total		#DIV/0!
All Items			*No more than 10%, without exception request
<b>Total Budget Request:</b>			

**JMOUD-25-XX GRANT AGREEMENT**  
**CRIMINAL JUSTICE COMMISSION**  
**JAIL-BASED MEDICATIONS FOR OPIOID USE DISORDER GRANT PROGRAM**

**Agreement Number:** JMOUD-25-XX

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Grantee Name** (“Recipient”) for the benefit of its correctional facility. This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **December 31, 2025**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A:** Contact Information, Project Description and Reporting Requirements

**Exhibit B:** Subagreement Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

**SECTION 1: KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$XXX,XXX,XXX

**Completion Deadline:** September 30, 2025

**SECTION 2: FINANCIAL ASSISTANCE**

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

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

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

**SECTION 3: DISBURSEMENT**

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in two equal installments of \$XXX,XXX each, the first installment by January 30, 2025, and the second installment on May 5, 2025.

B. Conditions to Disbursements. CJC has no obligation to disburse Grant funds unless:

- (1) CJC has sufficient funds currently available for this Agreement; and

(2) CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default.

**SECTION 4: USE OF GRANT**

As more particularly described in Exhibit A, Recipient will use the Grant to fund Jail-based Medications for Opioid Use Disorder programs (the “Project”). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning October 1, 2024, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC (“Eligible Costs”). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

**SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

Recipient represents and warrants to CJC as follows:

- A. Organization and Authority.
  - (1) Recipient is validly organized and existing under the laws of the State of Oregon.
  - (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
  - (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
  - (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement’s terms.
- B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.
- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

**SECTION 6: COVENANTS OF RECIPIENT**

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.

D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.

E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements and Procurements.

- (1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity; insurance.

***Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.***

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

(3) Procurements.

- i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
- ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

**SECTION 7: DEFAULT**

- A. **Recipient Default.** Any of the following constitutes an “Event of Default” of Recipient:
  - (1) **Misleading Statement.** Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
  - (2) **Failure to Perform.** Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.
- B. **CJC Default.** CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

**SECTION 8: REMEDIES**

- A. **CJC Remedies.** Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. **Recipient Remedies.** In the event of default by CJC, Recipient’s sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

## SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
  - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
  - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

## SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
  - (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other **Page 83**

hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

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

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

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

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

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the

addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended

beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.

- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

***The signatures of the parties follow on the next page.***

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



**STATE OF OREGON**  
acting by and through its  
Criminal Justice Commission

**GRANTEE NAME**

By: \_\_\_\_\_  
Ken Sanchagrin, Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Sufficiency in accordance with ORS 291.047:

*Approved by email dated* **DATE** \_\_\_\_\_  
Samuel B. Zeigler, Senior Assistant Attorney General

**EXHIBIT A:**  
**CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**Contact Information:**

**CJC**

State of Oregon, acting by and through its  
Criminal Justice Commission

**Recipient**

Grantee Name  
Mailing Address  
City State Zip

**Grant Administrator:** Name

**Contact:** Name

**Telephone:** Number

**Telephone:** Number

**Email:** Email

**Email:** Email

**Project Description:**

Pursuant to Sections 81 to 86 of House Bill 4002 (2024), the Jail-based Medications for Opioid Use Disorder Grant Program supports cities and counties in Oregon that operate a local correctional facility, as defined in ORS 169.005, and federally recognized tribes in Oregon that operate a tribal correctional facility, as defined in HB 4002, Section 81(3).

The purpose of CJC’s Jail-based Medications for Opioid Use Disorder Grant Program is to provide opioid use disorder treatment and transition planning services to persons in custody in local correctional facilities and tribal correctional facilities.

Recipient shall use Grant funds to support the following program(s) in working toward the goals stated above: **INSERT FROM SPREADSHEET**

**Project Period:**

Start Date: October 1, 2024

End Date: September 30, 2025

## **Reporting Requirements:**

### Schedule

Recipient must submit to CJC quarterly expenditure reports, beginning January 25, 2025, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC quarterly progress reports, beginning January 25, 2025, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must receive prior approval from CJC to submit any required report after its due date.

### Report Contents

Required reports must be submitted through CJC's grant administration system (<https://cjc-grants.smapply.io>) and contain all the requested information.

1. CJC Quarterly Expenditure Report
  - a. Grant Funds spent during the prior calendar quarter, with brief description.
  
2. CJC Quarterly Progress Report
  - a. Data and information related to the Recipient's progress toward providing opioid use disorder treatment and transition planning services during the prior calendar quarter; and
  - b. Any other Project information as CJC may reasonably request.

**EXHIBIT B:  
SUBAGREEMENT INSURANCE REQUIREMENTS**

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

**WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY:**

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

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

**COMMERCIAL GENERAL LIABILITY:**

**Required**    **Not required**

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

**AUTOMOBILE LIABILITY INSURANCE:**

**Required**  **Not required**

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

#### **EXCESS/UMBRELLA INSURANCE:**

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

#### **ADDITIONAL INSURED:**

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

#### **WAIVER OF SUBROGATION:**

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

#### **CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: Page 91

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

**NOTICE OF CHANGE OR CANCELLATION:**

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

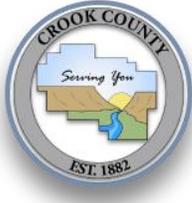
**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

## AGENDA ITEM REQUEST



**Date: 11/27/2024**

**Meeting date desired: 12/4/2024**

**Subject: Airport – T-Hangar construction project  
FAA/AIP project NO. 3-41-0051-023-2024  
Project approval / Intent to award**

### **Background and policy implications:**

On November 7, 2024 Crook County received bids for the **Airport – T-Hangar and taxilane improvement project**. This project was pursued for its funding opportunity and its revenue generating capability for the airport.

This project has been discussed previously with the board and county staff over the past two years. The project is based on FAA funding and was put out to bid a year ago although at the time it was rejected, deemed unaffordable. Since that time the airport applied for and was awarded an additional 250k from the State of Oregon in support of the project.

Although the airport has found additional project funding sources, and has recently re-bid the project, a considerable amount of matching funds is required to enable the airport to proceed.

Matching funds in the amount of \$454,320.00 are required to proceed with the \$1,440,320 project, equaling 31.5% of the project cost, and is capable to generate as much as 60k in revenue yearly for the airport.

The airport fund balance can endure the matching funds required for the project although it may alter the 5-year forecast developed for the airport a year ago. The forecast was conservative and only showed a 50% occupancy rate, the belief is that the airport can exceed this bench mark and pay for the project in ten years or less, thus providing a very valuable revenue generating asset for the airport.

After reviewing the bid documents, bonds and first tier subcontract list, airport manager recommends Crook County approve an Intent to Award contingent on confirming Federal Aviation Administration (FAA) grant, to 2KG contractors in the amount of \$1,148,885.00

**Budget/fiscal impacts:** Although this project has been budgeted for 2025, it was only showing slightly more than the grant funded amount, an increased amount is needed to proceed with the project, budget adjustment is likely to be needed.

The Intent to Award contingent on Federal Aviation Administration (FAA) Grant funding approval of \$736,000 for project.

State CORE grant has been awarded to the airport in the amount of 250k in support of the local minimum of a 10% match contribution.

**Requested by:**

*Kelly Coffelt Airport Manager. 541.447.2347 / 541.420.3789*

**Presenters:**

*Kelly Coffelt – Airport Manager*

**Legal review (only if requested):**

Reviewed by County Counsel- John Eisler

**Finance Dept review** –*Reviewed/ Discussed with Christina Haron*

Attached-

Precision Approach Engineering recommendation to award and bid tabulation

November 20, 2024

Crook County  
 Attn: Kelly Coffelt, Airport Manager  
 Prineville-Crook County Airport  
 4585 SW Airport Road  
 Prineville, OR 97754

**SUBJECT: RECOMMENDATION TO AWARD  
 PRINEVILLE/CROOK COUNTY AIRPORT - NEW AVIATION T-HANGAR AND  
 TAXILANE AIG (BIL) PROJECT NO. 3-41-0051-023-2025**

Dear Mr. Coffelt,

Enclosed is the bid tabulation for the **New Aviation T-Hangar And Taxilane** project at the Prineville-Crook County Airport (S39). We have reviewed all bid packages submitted to Crook County for this project. The apparent responsive and responsible low bidder is **2KG Contractors, Inc.** A summary of the bid tab results is shown below:

	Base Bid Schedule Total	Additive Bid Schedule Total	GRAND TOTAL
2KG Contractors, Inc. (apparent low bidder)	\$ 1,217,320.00	\$ 107,850.00	<b>\$ 1,325,170.00</b>
Kirby Nagelhout Construction Company	\$ 1,354,804.13	\$ 74,549.03	<b>\$ 1,429,353.16</b>
Glen/Mar Construction, Inc.	\$ 1,396,118.40	\$ 93,010.70	<b>\$ 1,489,129.10</b>
C.R. Contracting, LLC	\$ 1,811,011.00	\$ 135,160.00	<b>\$ 1,946,171.00</b>
Bineham Construction, Inc.	\$ 1,851,779.00	\$ 197,470.00	<b>\$ 2,049,249.00</b>
Engineer's Estimate	\$ 1,028,620.00	\$ 117,220.00	<b>\$ 1,145,840.00</b>

It is our opinion that **2KG Contractors, Inc.**, submitted a complete bid package that is in compliance with Sections 20 and 30 of the General Contract Provisions of the bid document. The bid amount proposed by **2KG Contractors, Inc.**, is in conformance with industry standards and current trends in the construction market. In addition, no bid informality has been found that would be cause for rejection of the proposal.

Accordingly, we recommend the County consider awarding the contract to **2KG Contractors, Inc.**, contingent upon the receipt of FAA funding. Concurrence and approval will need to be obtained from Brian Alvis at the FAA prior to the issuance of the final award and execution of the construction contract.

Sincerely,  
**PRECISION APPROACH ENGINEERING, INC.**



Tracy L. May, PE  
 Project Manager

Attachments: Bid Tabulation

c: John Eisler/Assistant Counsel, Crook County Legal Counsel's Office  
 Brian Alvis/Project Manager, Federal Aviation Administration

**PRINEVILLE-CROOK COUNTY AIRPORT  
NEW AVIATION T-HANGAR AND TAXILANE**

**AIP (BIL) Project No. 3-41-0051-023-2025**

**Bid Opening Date & Time: November 7th 2024, 2:00 p.m.**

**PAE Project No. CCO009**

**BID TABULATION**

BASE BID SCHEDULE - New Aviation T-Hangar and Taxilane				ENGINEER'S ESTIMATE		2KG Contractors, Inc. (apparent low bidder)		Kirby Nagelhout Construction Company		Glen/Mar Construction, Inc.		C.R. Contracting, LLC		Bineham Construction, Inc.	
Bid Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CONSTRUCTION SURVEY AND STAKING	LS	1	\$7,000.00	\$ 7,000.00	\$3,500.00	\$ 3,500.00	\$2,373.09	\$ 2,373.09	\$6,872.00	\$ 6,872.00	\$15,000.00	\$ 15,000.00	\$42,550.00	\$ 42,550.00
2	MOBILIZATION	LS	1	\$93,000.00	\$ 93,000.00	\$110,000.00	\$ 110,000.00	\$16,419.23	\$ 16,419.23	\$52,565.00	\$ 52,565.00	\$160,000.00	\$ 160,000.00	\$177,550.00	\$ 177,550.00
3	DEMOLITION	LS	1	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$641.38	\$ 641.38	\$687.00	\$ 687.00	\$4,000.00	\$ 4,000.00	\$8,350.00	\$ 8,350.00
4	ASPHALT PAVEMENT REMOVAL, FULL DEPTH	SY	1940	\$6.00	\$ 11,640.00	\$3.00	\$ 5,820.00	\$2.57	\$ 4,985.80	\$2.75	\$ 5,335.00	\$6.00	\$ 11,640.00	\$5.00	\$ 9,700.00
5	UNCLASSIFIED EXCAVATION	CY	120	\$25.00	\$ 3,000.00	\$15.00	\$ 1,800.00	\$23.09	\$ 2,770.80	\$24.74	\$ 2,968.80	\$73.00	\$ 8,760.00	\$35.00	\$ 4,200.00
6	STONE EMBANKMENT	CY	80	\$75.00	\$ 6,000.00	\$58.00	\$ 4,640.00	\$71.83	\$ 5,746.40	\$76.96	\$ 6,156.80	\$125.00	\$ 10,000.00	\$76.00	\$ 6,080.00
7	AGGREGATE BASE COURSE	CY	120	\$75.00	\$ 9,000.00	\$77.00	\$ 9,240.00	\$96.21	\$ 11,545.20	\$103.08	\$ 12,369.60	\$100.00	\$ 12,000.00	\$110.00	\$ 13,200.00
8	LEVEL 2, 1/2-INCH ACP MIXTURE, PG 64-28	TON	140	\$185.00	\$ 25,900.00	\$115.00	\$ 16,100.00	\$141.10	\$ 19,754.00	\$384.82	\$ 53,874.80	\$205.00	\$ 28,700.00	\$355.00	\$ 49,700.00
9	HANGAR REINFORCED CONCRETE FOUNDATION, COMPLETE	LS	1	\$225,000.00	\$ 225,000.00	\$245,000.00	\$ 245,000.00	\$314,178.02	\$ 314,178.02	\$447,893.00	\$ 447,893.00	\$465,500.00	\$ 465,500.00	\$411,226.00	\$ 411,226.00
10	HANGAR DESIGN, FABRICATION AND DELIVERY, COMPLETE	LS	1	\$325,000.00	\$ 325,000.00	\$320,000.00	\$ 320,000.00	\$371,190.48	\$ 371,190.48	\$699,292.00	\$ 699,292.00	\$389,000.00	\$ 389,000.00	\$575,433.00	\$ 575,433.00
11	HANGAR ERECTED AND ALL ELECTRIC FIXTURES AND COMPONENTS, COMPLETE	LS	1	\$275,000.00	\$ 275,000.00	\$450,000.00	\$ 450,000.00	\$513,937.14	\$ 513,937.14	\$84,316.00	\$ 84,316.00	\$655,450.00	\$ 655,450.00	\$484,300.00	\$ 484,300.00
12	PCC APPROACH SLAB	SF	1220	\$18.00	\$ 21,960.00	\$16.00	\$ 19,520.00	\$39.12	\$ 47,726.40	\$3.30	\$ 4,026.00	\$38.00	\$ 46,360.00	\$34.00	\$ 41,480.00
13	ELECTRICAL UTILITY SERVICE IMPROVEMENTS	LS	1	\$15,000.00	\$ 15,000.00	\$16,500.00	\$ 16,500.00	\$19,377.49	\$ 19,377.49	\$17,702.00	\$ 17,702.00	\$2,000.00	\$ 2,000.00	\$22,400.00	\$ 22,400.00
14	LONGITUDINAL JOINT SEAL	LF	510	\$12.00	\$ 6,120.00	\$20.00	\$ 10,200.00	\$47.37	\$ 24,158.70	\$4.04	\$ 2,060.40	\$5.10	\$ 2,601.00	\$11.00	\$ 5,610.00
<b>TOTAL OF EXTENDED UNIT PRICE ITEMS AND LUMP SUM ITEMS LISTED ABOVE</b>					<b>\$ 1,028,620.00</b>		<b>\$ 1,217,320.00</b>		<b>\$ 1,354,804.13</b>		<b>\$ 1,396,118.40</b>		<b>\$ 1,811,011.00</b>		<b>\$ 1,851,779.00</b>

ADDITIVE BID SCHEDULE New Aviation T-Hangar and New Taxilane - Taxilane Connector				ENGINEER'S ESTIMATE		2KG Contractors, Inc. (apparent low bidder)		Kirby Nagelhout Construction Company		Glen/Mar Construction, Inc.		C.R. Contracting, LLC		Bineham Construction, Inc.	
Bid Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	CONSTRUCTION SURVEY AND STAKING	LS	1	\$9,000.00	\$ 9,000.00	\$12,000.00	\$ 12,000.00	\$2,823.15	\$ 2,823.15	\$1,159.00	\$ 1,159.00	\$15,000.00	\$ 15,000.00	\$18,500.00	\$ 18,500.00
A2	MOBILIZATION	LS	1	\$10,000.00	\$ 10,000.00	\$12,000.00	\$ 12,000.00	\$2,130.68	\$ 2,130.68	\$3,587.00	\$ 3,587.00	\$13,000.00	\$ 13,000.00	\$12,500.00	\$ 12,500.00
A3	ASPHALT PAVEMENT REMOVAL, FULL DEPTH	SY	70	\$6.00	\$ 420.00	\$3.00	\$ 210.00	\$2.13	\$ 149.10	\$2.31	\$ 161.70	\$85.00	\$ 5,950.00	\$144.00	\$ 10,080.00

**PRINEVILLE-CROOK COUNTY AIRPORT  
NEW AVIATION T-HANGAR AND TAXILANE  
AIP (BIL) Project No. 3-41-0051-023-2025**

**Bid Opening Date & Time: November 7th 2024, 2:00 p.m.**

**PAE Project No. CCO009**

**BID TABULATION**

BASE BID SCHEDULE - New Aviation T-Hangar and Taxilane				ENGINEER'S ESTIMATE		2KG Contractors, Inc. (apparent low bidder)		Kirby Nagelhout Construction Company		Glen/Mar Construction, Inc.		C.R. Contracting, LLC		Bineham Construction, Inc.	
Bid Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A4	UNCLASSIFIED EXCAVATION	CY	370	\$25.00	\$ 9,250.00	\$15.00	\$ 5,550.00	\$19.00	\$ 7,030.00	\$20.86	\$ 7,718.20	\$53.00	\$ 19,610.00	\$67.00	\$ 24,790.00
A5	STONE EMBANKMENT	CY	440	\$75.00	\$ 33,000.00	\$58.00	\$ 25,520.00	\$59.66	\$ 26,250.40	\$64.92	\$ 28,564.80	\$70.00	\$ 30,800.00	\$134.00	\$ 58,960.00
A6	AGGREGATE BASE COURSE	CY	150	\$75.00	\$ 11,250.00	\$77.00	\$ 11,550.00	\$79.90	\$ 11,985.00	\$86.94	\$ 13,041.00	\$175.00	\$ 26,250.00	\$120.00	\$ 18,000.00
A7	LEVEL 2, 1/2-INCH ACP MIXTURE, PG 64-28	TON	100	\$185.00	\$ 18,500.00	\$115.00	\$ 11,500.00	\$117.19	\$ 11,719.00	\$324.58	\$ 32,458.00	\$175.00	\$ 17,500.00	\$334.00	\$ 33,400.00
A8	PAVEMENT MARKING, YELLOW, TWO COAT	SF	1200	\$20.00	\$ 24,000.00	\$22.00	\$ 26,400.00	\$7.97	\$ 9,564.00	\$3.48	\$ 4,176.00	\$3.45	\$ 4,140.00	\$15.00	\$ 18,000.00
A9	RETROREFLECTIVE MARKER	EA	6	\$300.00	\$ 1,800.00	\$520.00	\$ 3,120.00	\$482.95	\$ 2,897.70	\$357.50	\$ 2,145.00	\$485.00	\$ 2,910.00	\$540.00	\$ 3,240.00
<b>TOTAL OF EXTENDED UNIT PRICE ITEMS AND LUMP SUM ITEMS LISTED ABOVE</b>					<b>\$ 117,220.00</b>		<b>\$ 107,850.00</b>		<b>\$ 74,549.03</b>		<b>\$ 93,010.70</b>		<b>\$ 135,160.00</b>		<b>\$ 197,470.00</b>

TOTAL BIDS		ENGINEER'S ESTIMATE		2KG Contractors, Inc. (apparent low bidder)		Kirby Nagelhout Construction Company		Glen/Mar Construction, Inc.		C.R. Contracting, LLC		Bineham Construction, Inc.	
<b>GRAND TOTAL OF BASE BID SCHEDULE</b>			<b>\$1,028,620.00</b>		<b>\$1,217,320.00</b>		<b>\$1,354,804.13</b>		<b>\$1,396,118.40</b>		<b>\$1,811,011.00</b>		<b>\$1,851,779.00</b>
<b>GRAND TOTAL OF ADDITIVE BID SCHEDULE</b>			<b>\$117,220.00</b>		<b>\$107,850.00</b>		<b>\$74,549.03</b>		<b>\$93,010.70</b>		<b>\$135,160.00</b>		<b>\$197,470.00</b>
<b>GRAND TOTAL - ALL BID SCHEDULES</b>			<b>\$1,145,840.00</b>		<b>\$1,325,170.00</b>		<b>\$1,429,353.16</b>		<b>\$1,489,129.10</b>		<b>\$1,946,171.00</b>		<b>\$2,049,249.00</b>

**Discrepancies Noted:**

The following minor informalities were noted in the proposal submitted by **2KG Contractors, Inc.**

- GRAND TOTAL - ALL BID SCHEDULES the corrected amount is shown above

The following minor informalities were noted in the proposal submitted by **Kirby Nagelhout Construction Company.**

- Bid items numbers 4, 5, 6, 7, 8, 12, A4, A5, A6, A7, A8, & A9 the correct amounts are reflected in the totals shown above

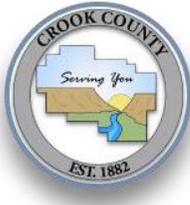
- GRAND TOTAL - ALL BID SCHEDULES the corrected amount is shown above

The following minor informalities were noted in the proposal submitted by **Glen/Mar Construction, Inc.**

- Bid items numbers 5, 6, 7, 8, 12, 14, A3, A4, A5, & A8 the correct amounts are reflected in the totals shown above

- GRAND TOTAL - ALL BID SCHEDULES the corrected amount is shown above

## AGENDA ITEM REQUEST



**Date:**

November 27, 2024

**Meeting date desired:**

December 4, 2024

**Subject:**

Zoning Map Ordinance

**Background and policy implications:**

Ordinance to implement zone map amendment that has been approved through the Planning Commission. County zoning map will be updated after the recordation of the Ordinance.

**Budget/fiscal impacts:**

N/A

**Requested by:**

Katie McDonald

katie.mcdonald@crookcountyor.gov | 541.447.3211

**Presenters:**

Katie McDonald

Will Van Vactor

**Legal review (only if requested):**

n/A

**Elected official sponsor (if applicable):**

**BEFORE THE BOARD OF COMMISSIONERS  
CROOK COUNTY, OREGON**

An Ordinance Amending the                    )  
Crook County Zoning Ordinance            )  
No. 347 to Adopt a Zone Map                )  
Change for mtl1614110000700,            )  
and Declaring an Emergency                )

**ORDINANCE NO. 347**

**WHEREAS**, Martin Neumueller and Kilpatrick Consulting LLC filed land use application (217-24-000126-PLNG) to change the zoning designation for the property identified on Crook County Assessor’s map 16S14E11, taxlot 700, and legally described on the Attached Exhibit A (the “Property”) from Exclusive Farm Use Zone, EFU-3 (Powell Butte Area) to Rural Residential, R10 on the County’s Zoning Map.

**WHEREAS**, the County provided notice in accordance with applicable law, the initial public hearing was held before the Crook County Planning Commission on September 11, 2024 and a continued hearing for deliberations only on October 23, 2024; and

**WHEREAS**, the Planning Commission after receiving public comment and fully deliberating the matter, voted in approval to change the zoning in alignment with the Comprehensive Plan, Powell Butte Study adopted ordinances, amendments and policies, with reference of this property as included in Ordinance 127, Amendment 1;

**NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF CROOK COUNTY, OREGON ORDAINS AS FOLLOWS:**

**Section 1.** The findings of fact and conclusions of law contained in the recitals above, and in the staff report attached hereto as Exhibit B are hereby adopted and incorporated herein.

**Section 2.** The conditions of approval for File no 217-24-000126-PLNG attached hereto as Exhibit B are hereby adopted and incorporated herein.

**Section 3.** The County’s Zoning Map is hereby amended to change the zoning designation for the Property from Exclusive Farm Use Zone, EFU-3 to Rural Residential, R-10 as shown on the attached Exhibit D.

**Section 4.** Staff shall provide the required notice to those who are entitled to notice of the Map Amendment, with a notice of this Ordinance.

**Section 5:** If any court of competent authority invalidates a portion of this Ordinance 347, the remaining portions will continue in full force and effect.

**Section 6:** This Ordinance 347 being immediately necessary for the health, welfare, and safety of the people of Crook County, an emergency is hereby declared to exist, and this Ordinance 347 shall become effective upon signing.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Commissioner Seth Crawford

\_\_\_\_\_  
Commissioner Susan Hermreck

\_\_\_\_\_  
Commissioner Brian Barney

Vote:	Aye	Nay	Excused
Seth Crawford	___	___	_____
Susan Hermreck	___	___	_____
Brian Barney	___	___	_____

EXHIBIT A

**Legal Description of the Subject Parcel**

**Township 16 South, Range 14 East of the WM. Section 11, taxlot 700**

**EXHIBIT "A"**

**The Southeast quarter of the Northwest quarter of Section 11,  
Township 16 South, Range 14 East of the Willamette Meridian,  
TOGETHER WITH an easement for road right-of-way over the North 30  
feet of the Northwest quarter of the Southwest quarter of said  
Section 11 and over the South 30 feet of the Southwest quarter of  
the Northwest quarter of said Section 11.**

**SUBJECT, HOWEVER, TO THE FOLLOWING:**

- 1. Existing rights of way for roads, highways, irrigation ditches,  
canals, and pole lines.**
  
- 2. Rights of way reserved in Deed, subject to the terms and  
provisions thereof:  
Book/Page No.: Book 54 of Deeds at page 341 (Records of Crook  
County, Oregon)  
From: Crook County, Oregon**
  
- 3. Reservation of an undivided  $\frac{1}{2}$  interest in all minerals  
as set out in Deed:  
From: Esther Gertrude Erickson, a single woman, and  
Dorothy M. Holmes and Russell Holmes, her husband  
To: Frances Waldron  
Dated: March 26, 1963  
Recorded: April 1, 1963  
Book/Page No.: Book 87 of Deeds at page 598 (Records of Crook  
County, Oregon)**

EXHIBIT B

**Final Decision from the Planning Commission**



**Crook County Community Development  
Planning Division**

300 NE 3<sup>rd</sup> Street, Room 12, Prineville Oregon 97754

541-447-3211

[plan@crookcountyor.gov](mailto:plan@crookcountyor.gov)

[www.co.crook.or.us](http://www.co.crook.or.us)

**FINAL DECISION for ZONE MAP AMENDMENT  
217-24-000126-PLNG**

**Date:** October 24, 2024

**Applicant:** Martin Neumueller  
11367 SW Doris Lane  
Powell Butte, OR 97753

**Agent:** Kilpatrick Consulting LLC  
Attn: Craig Kilpatrick  
13790 NW O'Neil Hwy  
Redmond, OR 97756

**Subject Property:** Tax Lot: 1614110000700

**I. PROCEDURAL STATUS**

The Planning Commission held an initial public hearing on September 11, 2024. At the initial public hearing the Commissioners heard staff present the application, the applicant's testimony, and testimony from neutral parties and a request for a continuation. The Planning Commission then continued the hearing for deliberations only with an updated staff report to a time and date certain of October 23, 2024.

At the October 23, 2024, public hearing, the Planning Commission heard an updated staff report and then continued onto deliberations and the vote.

The Planning Commission voted in approval of 217-24-000126-PLNG: 5-0-1

**II. PROPOSAL**

The Applicant proposes to amend the Crook County Zone Map to rezone approximately 40 acres from Exclusive Farm Use Zone, EFU-3 (Powell Butte area) to Rural Residential, R10.

### **III. BASIC FINDINGS**

#### **A. Location**

The subject property is located on Doris Lane in Powell Butte, approximately 3 miles south of Highway 126. The address is 11367 SW Doris Lane. It is identified on the County Assessor's maps as map tax lot number 1614110000700. The entirety of the property is proposed to be rezoned to R10.

#### **B. Site Characteristics**

The subject property is listed as forty (40) acres with the Crook County Assessor's office. There is an existing single-family dwelling and accessory structures on the property. The property is not in farm use and not located within an irrigation district. The Applicant describes the property as having a gentle to moderately sloping terrain that is covered in native grasses, brush and Juniper trees.

#### **C. Access**

The Subject Property has access via existing easements on Doris Lane and Harrison Way to Reif Rd. The Applicant has provided a recorded access agreement MF237279, which includes road maintenance for Doris Lane.

#### **D. Other Information**

There are no mapped natural hazards on the subject property. The property is not in a mapped special flood hazard area. Exhibit one (1) from an adjoining property owner has expressed concern regarding run off from Powell Buttes during storm events. At this time, the application is for a zone change only. There is a mapped riverine on the property, which would be addressed at the time of development.

#### **E. Public Comment**

At the September 11, 2024, public hearing a request was made to leave the record open for additional comment. The Planning Commission voted to continue the hearing for deliberations only to October 23, 2024. The record was open for additional comment until October 2, 2024, at 4pm; no additional comment or materials were submitted. The record was open for rebuttal submissions until October 9, 2024, at 4 pm; no rebuttal testimony was received. The Applicant's final argument was open for submittal until October 16, 2024, at 4pm; no final argument was received.

Exhibit one (1) was received and included in the initial staff report, from a neighboring property owner sharing interest in rezoning their property and concern regarding storm water runoff. This request is for a zone change only. At the time of subdivision and development, storm water runoff will be addressed.

The application and materials brought forth by the Applicant before the Planning Commission are being reviewed against the applicable County and State criteria. Any privately held CC&Rs or other recorded items are a civil matter.

**IV. Applicable Criteria:**

*Crook County Code:*

*Title 18, Chapter 18.12 Establishment of zones, Boundaries*

*Section 18.12.020 Location of Zones, lists zones established in Crook County*

*Section 18.12.030 Zoning Map. Map is amended by authority of the Planning Commission*

*Title 18, Chapter 18.92 Rural Residential Zone, R-10, describes zone requirements*

*Title 18, Chapter 18.170 Quasi-Judicial Amendments*

*Section 18.170.010 Quasi-Judicial amendment standards*

*Title 18, Chapter 18.172 Administration Provisions*

*Section 18.172.010 Quasi-judicial hearing authority*

*Section 18.172.010 Application*

*Section 18.172.010 Notice of Public Hearing*

*Crook County Comprehensive Plan*

*Crook County Ordinance 127, Amendment 1*

**V. FINDINGS**

*Title 18, Chapter 18.12 Establishment of zones, Boundaries*

*18.12.020 Location of Zones*

*The boundaries of the zones listed in this title are indicated on the Crook County zoning map, which is hereby adopted by reference. The boundaries shall be modified in accordance with zoning map amendments, which shall be adopted by reference.*

**Finding:** The Applicant is requesting a rezoning to an established zone indicated on the Crook County zoning map, which is Rural Residential, R-10. Crook County Code Title 18, Chapter 18.92.

*18.12.030 Zoning Map.*

*A zoning map or zoning map amendment adopted by CCC [18.12.020](#) or by an amendment thereto shall be prepared by authority of the planning commission or be a modification by the county court of a map or map amendment so prepared. The map or map amendment shall be dated with the effective date of the ordinance that adopts the map or map amendment. A certified print of the adopted map or map amendment shall be maintained in the office of the county clerk as long as this title remains in effect.*

**Finding:** Map is amended by authority of the Planning Commission. The subsequent Ordinance shall be recorded with an attachment of the amended zone and maintained in the office of the County Clerk.

*Title 18, Chapter 18.170 Quasi-Judicial Amendments*

*18.170.010 Quasi-judicial amendment standards.*

*An applicant requesting a quasi-judicial amendment must satisfy the following factors for quasi-judicial amendments:*

*(2) Zone Map Change.*

*(a) That the zone change conforms with the Crook County comprehensive plan, and the change is consistent with the plan's statement and goals.*

*(b) That the change in classification for the subject property is consistent with the purpose and intent of the proposed amendment.*

**Finding:** The subject property is currently zoned Exclusive Farm Use Zone, EFU-3 and has been designated as Irrevocably Committed to uses other than exclusive farm use, through the adoption of the Powell Butte Study Policies into the County's Comprehensive Plan. Page one of the Burden of Proof states:

*"The Subject Area 2-4 presently consists of thirty-eight parcels, one of which is included in this proposal. Nine parcels were approved for re-zoning in 2005 (Umbarger). Seven parcels were approved for re-zoning in 2009 (Doris Lane Neighbors). The remaining parcels have not been included because; a) they are too small to meet the minimum allowable size, 10 or 20 acres depending on specific location, b) they are too small and/or presently have dwellings, therefore no benefit would occur from a change of zone, c) the owners, while asked, have expressed no interest in participating in this effort or sharing the prerequisite costs."*

The area of Powell Butte is addressed in the Comprehensive Plan as referenced and explored through the Powell Butte Study. There were multiple adopted ordinances, amendments, and policies associated with this area. The requested zone change conforms with the policies (as have been enacted) established by the study as well as consistent with the intent of the proposed amendment to have the property rezoned as it was included in Area 2-4 recorded in Ordinance 127, Amendment 1.

*(c) That the amendment will presently serve the public health, safety and welfare considering the following factors:*

*(i) The availability and efficiency of providing necessary public services and facilities.*

**Finding:** The availability and efficiency of public services and facilities will be addressed at the time the property is divided and/or subsequently developed. The subject property is currently served with access easements and power. Wells are the subject of Oregon Water Resources, and the property has an approved onsite system for septic.

*(ii) The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Crook County comprehensive plan.*

**Finding:** The area surrounding the subject property was included in the Powell Butte Study as area 2-4. Attachment C is a map showing the 2-4 area as it was designated in Ordinance 219, Amendment 1. Staff has reviewed twenty-two properties surrounding the subject property, ten (10) of which are zoned EFU3; three (3) have approved nonfarm dwellings; one (1) is for tax lot purposes only; and two are owned by Crook County, location of the Powell Butte Cemetery. The remaining 12 have already been rezoned either Powell Butte Residential, PBR20 or Rural Residential, R10. Figure 2 (below)<sup>1</sup> is a visual representation of the surrounding area. The green coloring is zoned Exclusive Farm Use Zone, EFU-3, the yellow is Powell Butte Residential 20, PBR20, and the red is zoned Rural Residential, R10. The small green circles are residential addresses.

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<sup>1</sup> Figure 2 prepared via Crook County GIS.



The Planning Commission's first evidentiary hearing for this request was held on September 11, 2024. The required Post Acknowledgement Plan Amendment notice was sent to the Department of Land Conservation and Development on July 24, 2024 (DLCD File No. 002-24). Newspaper notice of the first evidentiary hearing was published in the Central Oregonian on August 20, 2024. Neighbor notice of the first evidentiary hearing was mailed on August 22, 2024. A continuance was requested at the September 11, 2024, hearing to a date and time certain for deliberations only of October 23, 2024.

## VII. Comprehensive Plan/Powell Butte Study

### A. Powell Butte Study, Crook County Comprehensive Plan

The Comprehensive Plan includes a summary of the Powell Butte Study which identified lands in the Powell Butte area that were approved through the exceptions process. There were a number of policies that were adopted into the Comprehensive Plan, however as the mandate for periodic review of County Comprehensive Plan stopped, the implementation for some of the adopted policies did not happen. Language from the Comprehensive Plan is below.

*"In 1997 and 1998, the County commissioned a general study of the Powell Butte area in southwestern Crook County. The result of that study was the adoption of a series of amendments to the Comprehensive Plan in Ordinances No. 126, 127, 128, 130, 131, 132, 133, and 134, as individual sections of the Powell Butte area were redesignated from Exclusive Farm Use to other land uses through the exceptions process. These amendments were challenged in the Land Use Board of Appeals by interested parties and the Land Use Board of Appeals remanded a number of the ordinances back to the County for further work. This resulted in a number of minor amendments, including Ordinance No. 127, Amendment #1; Ordinance No. 131, Amendment #1; Ordinance No. 132, Amendment No. 1; Ordinance No. 133, Amendment #1, which resulted in the outright appeal of Ordinances No. 131, 133, and 134, and some modified policies governing the Powell Butte area which are reproduced below.*

*The following policies are adopted as a part of the Crook County Comprehensive Plan. These policies supplement and amend the Powell Butte Study to the extent that the Study is inconsistent with these policies and the Agreement. To the extent that there is any conflict between the Study and these policies or the Agreement, the Study shall automatically be modified to the extent necessary to conform the Study with these policies and the Agreement.*

*1. The Comprehensive Plan as amended provides that rural residential and nonresource development shall occur south of Highway 126 and generally north of Powell Buttes, and west of Stillman Road and east of Study Area 2-2. [Subject property meets this policy]*

*The specific areas to be reclassified and rezoned are those areas designated as Areas 1-2, 2-1 (as amended), 2-2 (as amended), 2-3 (as amended), and 2-4 (as amended). These areas are specifically described in Ordinances 126 (Area 2-3); 127 (Area 2-4); 128 (Area 2-1); 130 (Area 1-2); and 132 (Area 2-2). The land contained within these areas is hereinafter referred to as "the Area to be rezoned." [Subject property meets this policy]*

*Except of uses permitted outright and by conditional use in the EFU-3 Zone, other lands shall be maintained as exclusive farm uses consistent with Policy 2 below. Rezoning of land other than “the Area to be rezoned” are inconsistent with the Comprehensive Plan. In this regard, Ordinances 131 (Area 1-1) and Ordinance 133 (Area 3-1) are repealed by separate ordinances because the rezoning of that land is inconsistent with this provision of the Comprehensive Plan. Ordinance No. 134 which pertains to Area 3-2 is being repealed as that area is being reserved for the City of Prineville’s future industrial growth. [NA]*

*2. The County will not initiate additional exceptions or nonresource designations within the Powell Butte Study Area until the next periodic review. The foregoing does not create an expectation that rezonings will necessarily occur at the next periodic plan review and does not create an obligation on the part of the County to rezone any EFU land at any time. The County may, however, consider a proposal(s) to expand the urban growth boundary of the City of Prineville in conjunction with an annexation into Area 3-2 for the purpose of providing an adequate supply of industrial land prior to the next periodic review. [NA]*

*3. The land north of Highway 126 shall be retained as exclusive farm use as that land is composed of large parcels and contains less rural residential development than the area south of the highway. For the purpose of this policy, all of Area 1-2 is deemed to be located south of the Highway 126, notwithstanding that a small portion of Area 1-2 is physically located to the north of that Highway. [NA]*

*4. The County shall adopt a new rural residential zoning district for Area 2-3 which imposes a minimum lot size and density consistent with Section Two of this Ordinance. [NA]*

*5. The zoning ordinance for Area 2-3 shall contain a 250-foot setback requirement from adjacent exclusive farm use zoned land. [NA]*

*This setback shall not apply when the adjacent land is owned by a governmental entity, e.g. the Bureau of Land Management, or is adjacent to land already approved for non-farm use. [NA]*

*In those cases, the minimum setback shall be the setback already established for dwellings in an EFU zone or if no such setback has been established, then the setback shall be and hereby is established as one hundred (100) feet. [NA]*

*The 250 foot setback shall be adopted simultaneously with adopting the new zoning ordinance. If the imposition of this setback makes land undevelopable, then Crook County shall require the maximum achievable setback. [NA]*

*The County shall investigate declaring an ordinance violation to be a “nuisance” thereby allowing a private party to bring suit enforcing the county’s ordinance provisions. [NA]*

6. *The County shall require, as a condition of development approval, that all new rural residential development in the Powell Butte area pay system development charges (SDC's) necessitated by Powell Butte rural residential development. The County currently funds road improvements from the earnings it receives from invested timber receipts. Prior to using property tax receipts for road improvements, the County shall adopt SDC's sufficient to cover one hundred percent (100%) of the applicable road capital improvements required to support new rural residential development in Powell Butte.*

*In this regard, the County shall promptly adopt a system development charge ordinance to assess a road system development charge on new development. The amount of this system development charge shall be sufficient to recover a significant portion of the capital costs of road improvements required as a result of rural residential development in Powell Butte. Nothing in this ordinance shall preclude the County from applying system development charges to other classes of property or in other areas of Crook County. In the event that a developer desires to proceed with development prior to the adoption of the system development charge ordinance, he or she shall pay the sum of \$2,000 per single family dwelling at the time of building permit issuance. In the event that the adopted system development charge is less than \$2,000, the difference shall be refunded to the developer without interest. In the event that the adopted system development charge exceeds \$2,000, the developer shall be obligated to pay the difference. [policy not implemented]*

7. *The County shall comply with the transportation planning rule when it adopts the zoning ordinances. [the adopted Transportation System Plan adheres to the transportation planning rule]*

8. *The zoning ordinances shall require developers to execute covenants of nonremonstrance in respect to all farm operations in favor of adjacent EFU land. These covenants shall be in the form of equitable servitudes and shall be binding on all heirs, devisees, legatees, vendees, and successors in interest of the developers. The County shall require such covenants to be executed and recorded at the time the building permit is issued. [will be a condition of approval for any subdivision of the parcel and upon development]*

9. *The County will develop its zoning and land development ordinances utilizing the Gannet Study ("Groundwater Availability In The Powell Buttes Area, Central Oregon" Groundwater Report No. 32) recommendations on accessibility of groundwater in the Powell Butte Areas, and will require access to the regional water supply as a condition of development, or use of water from a district or public utility. Private exempt wells in existence prior to March 1, 2000 shall be exempt from the requirements contained in the zoning and land development ordinances pertaining to wells." (pages 66-69) [provision is currently codified in the PBR20 zone only]*

## VIII. CONCLUSION

The Planning Commission determined the Applicant met the burden of proof necessary to change the zoning of the subject property from Exclusive Farm Use to Rural Residential, R10, through effectively demonstrating compliance with the applicable criteria.

### Attachments

- A. Vicinity Map
- B. Crook County Ordinance No. 127 and Amendment No. 1
- C. Powell Butte Study of Area 2-4

Dated this 1 day of November, 2024



Michael Warren, Planning Commission Chair



Katie McDonald, Senior Planner

Crook County Planning Department

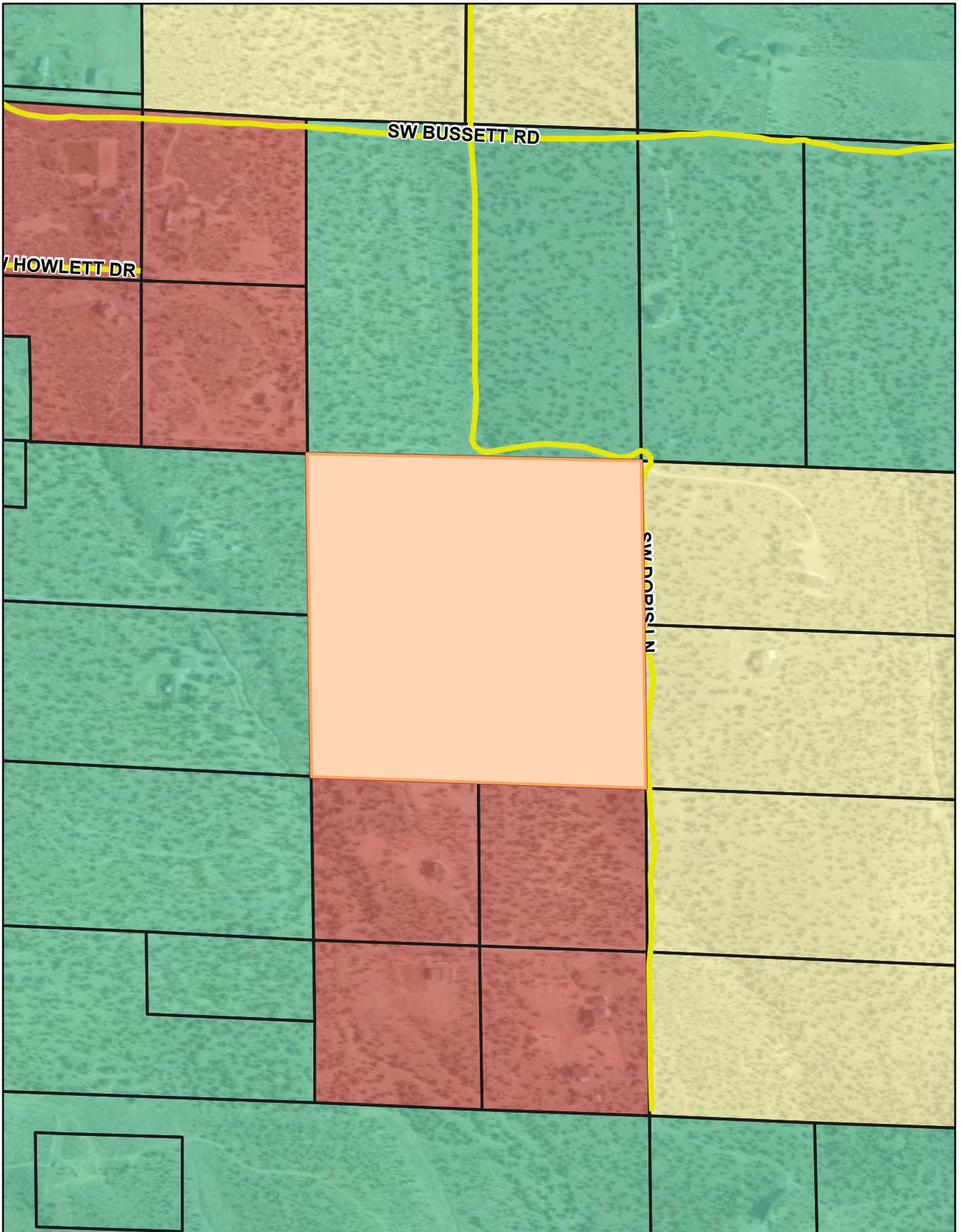
The above approval may be appealed in writing to the Crook County Court no later than 4:00 pm on November 12, 2024 (twelve calendar days from the effective date of this approval) on payment of the required appeal fee. The appellant must also provide written transcripts of the relevant meeting tapes at the appellant's expense.

Appeals must be submitted to the Crook County Planning Department, 300 NE 3<sup>rd</sup> Street, Prineville, OR, and must be received together with the appeal fee by the Planning Department no later than the above time and date.

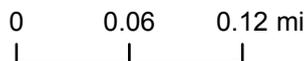
Cc: Applicant/Agent  
Property Owners within 750'  
Parties of Record  
Crook County Departments  
Crook County Fire and Rescue

EXHIBIT C

**Zoning Map**



Disclaimer: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES OR THE AUTHORITATIVE AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-3930.



The logo for Crook County GIS. It features a 3D globe icon on the left with a blue line and a red line on its surface. To the right of the globe, the text 'Crook County GIS' is written in a bold, sans-serif font, with 'GEOGRAPHIC INFORMATION SYSTEMS' in a smaller font below it.

EXHIBIT D

**Ordinance 127, Amendment 1**

ORDINANCE NO. 127 Amend. No. 1

AN ORDINANCE OF THE CROOK COUNTY COURT TO ADOPT AMENDMENTS TO THE COUNTY'S COMPREHENSIVE PLAN CONCERNING POWELL BUTTE AND TO AMEND ORDINANCE NO. 127 IN ACCORDANCE WITH THE FINAL DECISION BY THE LAND USE BOARD OF APPEALS REMANDING ORDINANCE NO. 127, AND DECLARING AN EMERGENCY.

WHEREAS, over a period of years, Crook County has conducted a comprehensive study of proper land use classifications for lands in Powell Butte; and

WHEREAS, in December 1998 and February 1999, the County Court adopted eight ordinances reclassifying different areas of Powell Butte from exclusive farm use to either a nonresource or rural residential classification. One of those ordinances was Ordinance No. 127 which provided for the redesignation of Area 2-4 from exclusive farm use to rural residential zoning;

WHEREAS, all eight ordinances were appealed to LUBA separately and by multiple parties. The appeals of Ordinance No. 127 were given Case Nos. 98-221 and 98-224;

WHEREAS, all of the appeals were submitted to mediation pursuant to ORS 197.860 among the parties to the appeal;

WHEREAS, as a result of the mediation process, the parties have reached an agreement as to all the appeals, ("the Agreement"), and have thereby agreed that Ordinance No. 127 should be amended in the manner set forth in this ordinance and LUBA has adopted the parties' agreement remanding Ordinance No. 127 with instructions to adopt the below amendments;

NOW, THEREFORE, this 26<sup>TH</sup> day of JULY, 2000, the Crook County Court ordains as follows:

Section One. The Agreement including all its exhibits is hereby adopted by reference and is included herein as if fully set forth.

The Crook County Comprehensive Plan is amended to designate the land within Area 2-4 as an exception to Statewide Planning Goal 3. Area 2-4 consists of the land as depicted on the map attached to this Ordinance as Exhibit "1" and as more specifically described as follows:

Legal Description "B" -- Zone NR-20

Lands located in Sections 2, 3 and 10, Township 16 South, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the ¼ corner common to Sections 2 and 3, thence South along the East line of said Section 3 to the Northwest corner of the South one-half of the Southwest one-quarter (S½ SW¼) of said Section 2; thence East along the North line of said S½ SW¼ to the Northeast corner thereof; thence South along the East line of said S½ SW¼ to the ¼ corner common to Sections 2 and 11; thence West along the South line of said Section 2 to the corner common to Sections 2, 3 10 and 11; thence South along the East line of said Section 10 to the Southeast corner of the Northeast one-

MF 156817  
(5pgs)

quarter of the Southeast one-quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ); thence West along the South line of said NE $\frac{1}{4}$  SE $\frac{1}{4}$  to the Southwest corner thereof; thence North along the West line of said NE $\frac{1}{4}$  SE $\frac{1}{4}$  to the Northwest corner thereof; thence West along the South line of the North one-half (N $\frac{1}{2}$ ) of said Section 10 to the Southwest corner of the East one-half of the Northwest one-quarter (E $\frac{1}{2}$  NW $\frac{1}{4}$ ); thence North along the West line of said E $\frac{1}{2}$  NW $\frac{1}{4}$  to the Northwest corner thereof; thence North on the West line of the East one-half of the Southwest one-quarter (E $\frac{1}{2}$  SW $\frac{1}{4}$ ) of said Section 3 to the Northwest corner thereof; thence East along the North line of the South one-half (S $\frac{1}{2}$ ) of said Section 3 to the Point of Beginning.

Legal Description "C" - Zone NR-20

Lands located in Section 11, Township 16 south, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of the Southwest one-quarter of the Northeast one-quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of said Section 11, thence North along the West line of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  to the Northwest corner thereof; thence East along the North line of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  to the Northeast corner thereof; thence south along the East line thereof to the Southeast corner thereof; thence South along the East line of the Northwest one-quarter of the Southeast one-quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ) to the Southeast corner thereof; thence West along the South line of said NW $\frac{1}{4}$  SE $\frac{1}{4}$  to the Southwest corner thereof; thence North along the West line of said NW $\frac{1}{4}$  SE $\frac{1}{4}$  to the Point of Beginning.

Legal Description "I" - Zone NR-10

Lands located in Section 3, Township 16 South, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the North section corner common to Sections 2 and 3, thence South along the East line of said Section 3 to the Southeast corner of Government Lot 1; thence West along the South line of Government Lots 1, 2 and 3 to the Southwest corner of Government Lot 3; thence North along the West line of said Government Lot 3 to the Northwest Corner of said Government Lot 3; thence East along the North line of said Section 3 to the Point of Beginning.

Legal Description "J" - Zone NR-10

Lands located in Section 11, Township 16 South, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the corner common to Sections 2, 3 10 and 11, thence East along the North line of said Section 11 to the Northeast corner of the West one-half (W $\frac{1}{2}$ ) of said Section 11; thence South along the East line of said W $\frac{1}{2}$  to the Southeast corner of the North one-half of the South one-half (N $\frac{1}{2}$  S $\frac{1}{2}$ ) of said Section 11; thence West along the South line of said N $\frac{1}{2}$  S $\frac{1}{2}$  to the Southwest corner thereof; thence North along the West line of Section 11 to the Point of Beginning.

Section Two. The residential density and minimum lot size for Area 2-4 shall be one (1) single family dwelling per twenty (20) gross acres in legal descriptions B and C and shall be one (1) single family dwelling per ten (10) gross acres in legal description I and J.

Section Three. The following policies are adopted as a part of the Crook County Comprehensive Plan. These policies supplement and amend the Powell Butte Study to the extent that the Study is inconsistent with these policies and the Agreement. To the extent that there is any conflict between the Study and these policies or the Agreement, the Study shall automatically be modified to the extent necessary to conform the Study with these policies and the Agreement.

1. The Comprehensive Plan as amended provides that rural residential and nonresource development shall occur south of Highway 126 and generally north of Powell Buttes, and west of Stillman Road and east of Study Area 2-2.

The specific areas to be reclassified and rezoned are those areas designated as Areas 1-2, 2-1 (as amended), 2-2 (as amended), 2-3 (as amended), and 2-4 (as amended). These areas are specifically described in Ordinances 126 (Area 2-3); 127 (Area 2-4); 128 (Area 2-1); 130 (Area 1-2); and 132 (Area 2-2). The land contained within these areas is hereinafter referred to as "the Area to be rezoned."

Except for uses permitted outright and by conditional use in the EFU-3 Zone, other lands shall be maintained as exclusive farm use consistent with Policy 2 below. Rezoning of land other than "the Area to be rezoned" are inconsistent with the Comprehensive Plan. In this regard, Ordinances 131 (Area 1-1) and Ordinance 133 (Area 3-1) are repealed by separate ordinances because the rezoning of that land is inconsistent with this provision of the Comprehensive Plan. Ordinance No. 134 which pertains to Area 3-2 is being repealed as that area is being reserved for the City of Prineville's future industrial growth.

2. The County will not initiate additional exceptions or nonresource designations within the Powell Butte Study Area until the next periodic review. The foregoing does not create an expectation that rezonings will necessarily occur at the next periodic plan review and does not create an obligation on the part of the County to rezone any EFU land at any time. The County may, however, consider a proposal(s) to expand the urban growth boundary of the City of Prineville in conjunction with an annexation into Area 3-2 for the purpose of providing an adequate supply of industrial land prior to the next periodic review.

3. The land north of Highway 126 shall be retained as exclusive farm use as that land is composed of large parcels and contains less rural residential development than the area south of the highway. For the purpose of this policy, all of Area 1-2 is deemed to be located south of the Highway 126, notwithstanding that a small portion of Area 1-2 is physically located to the north of that Highway.

4. The County shall adopt a new rural residential zoning district for Area 2-4 which imposes a density and minimum lot size consistent with Section Two of this Ordinance.

5. The zoning ordinance for Area 2-4 shall contain a 250-foot setback requirement from adjacent exclusive farm use zoned land.

This setback shall not apply when the adjacent land is owned by a governmental entity, e.g. the Bureau of Land Management, or is adjacent to land already approved for non-farm use.

In those cases, the minimum setback shall be the setback already established for dwellings in an EFU zone or if no such setback has been established, then the setback shall be and hereby is established as one hundred (100) feet.

The 250 foot setback shall be adopted simultaneously with adopting the new zoning ordinance. If the imposition of this setback makes land undevelopable, then Crook County shall require the maximum achievable setback.

The County shall investigate declaring an ordinance violation to be a "nuisance" thereby allowing a private party to bring suit enforcing the county's ordinance provisions.

6. The County shall require, as a condition of development approval, that all new rural residential development in the Powell Butte area pay system development charges (SDC's) necessitated by Powell Butte rural residential development. The County currently funds road improvements from the earnings it receives from invested timber receipts. Prior to using property tax receipts for road improvements, the County shall adopt SDC's sufficient to cover one hundred percent (100%) of the applicable road capital improvements required to support new rural residential development in Powell Butte.

In this regard, the County shall promptly adopt a system development charge ordinance to assess a road system development charge on new development. The amount of this system development charge shall be sufficient to recover a significant portion of the capital costs of road improvements required as a result of rural residential development in Powell Butte. Nothing in this ordinance shall preclude the County from applying system development charges to other classes of property or in other areas of Crook County. In the event that a developer desires to proceed with development prior to the adoption of the system development charge ordinance, he or she shall pay the sum of \$2,000 per single family dwelling at the time of building permit issuance. In the event that the adopted system development charge is less than \$2,000, the difference shall be refunded to the developer without interest. In the event that the adopted system development charge exceeds \$2,000, the developer shall be obligated to pay the difference.

7. The County shall comply with the transportation planning rule when it adopts the zoning ordinances.

8. The zoning ordinances shall require developers to execute covenants of nonremonstrance in respect to all farm operations in favor of adjacent EFU land. These covenants shall be in the form of equitable servitudes and shall be binding on all heirs, devisees, legatees, vendees, and successors in interest of the developers. The County shall require such covenants to be executed and recorded at the time the building permit is issued.

9. The County will develop its zoning and land development ordinances utilizing the Gannet Study ("Groundwater Availability In The Powell Buttes Area, Central Oregon" Groundwater Report No. 32) recommendations on accessibility of groundwater in the Powell Butte Areas, and will require access to the regional water supply as a condition of development, or use of water from a water district or public utility. Private exempt wells in existence prior to March 1, 2000 shall be exempt from the requirements contained in the zoning and land development ordinances pertaining to wells.

Section Four. This ordinance shall serve as the County's decision on remand from LUBA Case Nos. 98-221 and 98-224.

Section Five. This ordinance shall become effective immediately as an emergency exists.

CROOK COUNTY

*Fred W. Rodgers*  
Judge Fred Rodgers

*Mike McCabe*  
Commissioner Mike McCabe

*Jerry Crafton*  
Commissioner Jerry Crafton

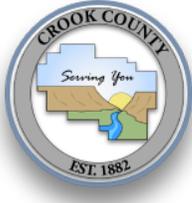


KEY PUNCHED

JUL 31 2000

STATE OF OREGON }  
COUNTY OF CROOK } ss 156817  
I CERTIFY THAT THE WITHIN INSTRUMENT WAS  
RECEIVED FOR RECORD ON THE 27th DAY OF  
July, 2000 AT 9:00 A. M.  
AND RECORDED IN CJRNL  
RECORDS OF SAID COUNTY MF NO. 156817  
DEANNA E. BERMAN, CROOK COUNTY CLERK  
BY *Deanna E. Berman* DEPUTY  
N/C

## AGENDA ITEM REQUEST



**Date:**

11/27/2024

**Meeting date desired:**

12/4/2024

**Subject:**

*FEMA National Flood Insurance Program Letter*

**Background and policy implications:**

*Last July, the County received a request by FEMA to select one of three Pre-Implementation Compliance Measures for its NFIP-ESA Implementation Plan. FEMA is initiating this request while the NEPA process is still ongoing; no new regulations have yet been issued. This letter informs FEMA that while the County appreciates FEMA's efforts to protect threatened and endangered species, Crook County, like other Oregon counties, will instead continue to comply with established state and federal law until the new regulations are properly issued.*

**Budget/fiscal impacts:**

N/A

**Requested by:**

*Will VanVactor, Community Development Director  
will.vanvactor@crookcountyor.gov, phone 541-447-3211*

**Presenters:**

*Will Van Vactor*

**Legal review (only if requested):**

Yes



# Crook County

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

December 4, 2024

*Sent via email: fema-r10-mit-PICM@fema.dhs.gov*

Federal Emergency Management Agency  
500 C Street SW  
Washington, DC 20024

*Re: NFIP-ESA Integration in Oregon*

Dear Federal Emergency Management Agency,

Crook County is in receipt of your July 15, 2024 letter regarding the start of the United States Department of Homeland Security's Federal Emergency Management Agency's (FEMA) Pre-Implementation Compliance Measures (PICM) for National Flood Insurance Program (NFIP) participating communities in Oregon. Crook County is writing to inform you that, at this time, the County declines your request to implement one of the three directed PICM pathways, instead choosing to stay within the confines of local, state, and federal law.

First, the County does not see how it can implement one of the PICMs while staying in compliance with Oregon land use law. As an Oregon county, we have questions regarding timing and Measure 56 notices, enacting legislation that restricts farm use land for reasons other than the protection of "health, safety, and welfare" of *citizens* (ORS 215.253), and how implementing the "no net loss" standard conflicts with our directive for "clear and objective" housing standards (ORS 197A.400(1)).

Second, the County's obligations to remain an NFIP-eligible community are grounded in statutory authority and federal regulations. As we understand it, the County's NFIP participation may only be suspended through the process described in 44 CFR 59.24. The County is and has enforced its floodplain ordinance and otherwise complied with the minimum criteria of 44 CFR 60.3.

Moreover, the County questions the legality of FEMA's implementation of the PICMs. Initially, the NFIP, as authorized by Congress, should limit its reach to local measures that concern the potential for damage caused by floods. 42 USC § 4102(c). The implementing regulations make clear that the purpose of the NFIP is designed to "reduce or avoid future flood, mudslide (i.e., mudflow) or flood-related erosion damages." 44 CFR 59.2. The PICMs appear to Crook County to go well beyond the scope of authority delegated to FEMA by Congress. Additionally, the NEPA process is still ongoing. NEPA is in place to ensure that federal agencies complete their "hard look" before taking action. How does the PICM implementation comply with 40 CFR 1506.1(c) before the issuance of a final Record of

Decision? Or the Administrative Procedures Act public comment requirements of 5 USC § 553?

In summary, Crook County must adhere to its legal requirements and proceed cautiously. Reviewing applicable law, the County is choosing to comply with NFIP, ESA, local ordinance, requirements through the following chosen path: As of December 1, 2024, Crook County is requiring floodplain development applicants to provide documentation of either an Incidental Take Permit under Section 10(a)(1)(B) of Endangered Species Act or that their proposed development will not result in a “take” of ESA-listed species. Our County Code, at 15.08.030(1)(b) requires, as part of permit review, that “all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.” Leaning on the County’s established legal authority for this path should satisfy its requirements under 44 CFR 60.3(a)(2) while the NEPA process plays out and is consistent with published FEMA guidance.<sup>1</sup>

Crook County appreciates FEMA’s efforts to protect endangered and threatened species. The County will do what it can, as described above and in compliance with the law, until such time as the federal regulations are properly amended. The NFIP is an important program for our community and others across the nation, and the County wishes FEMA success as it navigates NEPA to approve its Oregon NFIP-ESA Implementation Plan.

Sincerely,

X

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Seth Crawford  
County Commissioner

X

---

Brian Barney  
County Commissioner

X

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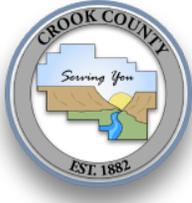
Susan Hermreck  
County Commissioner

Cc: Will Van Vactor, Crook County Manager

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<sup>1</sup> 2018 Final Nationwide Programmatic Environmental Impact Statement and Record of Decision, 83 FR 24329 (May 25, 2018).

## AGENDA ITEM REQUEST



**Date:**

*November 19, 2024*

**Meeting date desired:**

*December 4, 2024*

**Subject:**

*Consideration of specific procedure for filling a forthcoming vacancy on the Crook County Budget Committee.*

**Background and policy implications:**

*In order to effectively manage the duties and responsibilities placed upon the Crook County Budget Committee, the committee will need to begin acting early in 2025. There is one current position which will expire at the end of the current calendar year. Under Order 2022-52, the County established a standard process for filling vacancies on committees like the Budget Committee.*

*The question for the Board is whether, due to the need for the Budget Committee to begin acting early in 2025, there is good cause to modify the standard process.*

*As described in Order 2022-52, the usual process involves:*

- *The County administration office advertises for current or expected vacancies in County committees.*
- *Members of the public who are interested in serving on County committees would submit a completed application form to the County administration office.*
- *Members of the committee would meet to discuss the applicants and possibly conduct interviews. Thereafter, the committee would submit a recommendation to the Board of Commissioners. The recommendation could be to ask that additional recruitment efforts should be undertaken, or to recommend the appointment of one of the applicants.*
- *The Board of Commissioners would then meet to consider the recommendation and the possible appointment.*
- *Where a current member wishes to continue into another term, the same process is followed, except that member recuses him or herself from the committee's interviews, including of other potential applicants.*

*Order 2022-52 specifically states that the Board reserves the authority to adopt different procedures, either for individual committees, or for individual instances.*

*Because of the AOC conference, the holidays, and the short timeframe between now and the date the Budget Committee will need to start acting, scheduling interviews or other meetings of the Budget Committee to consider applicants may be difficult.*

*The question for the Board of Commissioners is whether it feels that the normal processes should be followed, or whether and how the process may be modified in this instance. Such an option might include, but would not necessarily be limited to, having the Board of Commissioners appoint someone to fill the vacancy without requiring a preliminary meeting of the Budget Committee.*

**Budget/fiscal impacts:**

*The discussion on whether to modify the usual process is not expected to incur material expenses.*

**Requested by:**

*Eric Blaine, County Counsel; and Jamie Berger, Budget Manager*  
[Eric.Blaine@CrookCountyOR.gov](mailto:Eric.Blaine@CrookCountyOR.gov); [Jamie.Berger@crookcountyor.gov](mailto:Jamie.Berger@crookcountyor.gov)  
541-416-3919; 541-447-6554

**Presenters:**

*Jamie Berger; Eric Blaine*

**Legal review (only if requested):**

*N/A*

**Elected official sponsor (if applicable):**

*N/A*



I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



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

IN THE MATTER OF FORMALIZING )  
A POLICY FOR THE APPOINTMENT ) ORDER NO. 2022-52  
OF MEMBERS OF COUNTY ADVISORY )  
COMMITTEES )

WHEREAS, Crook County may from time to time establish committees, boards, commissions, and panels of citizens to advise the County or perform specified public services (hereinafter "County committees"); and

WHEREAS, in order to attract potential committee members and obtain a wide-range of expertise, experience, and qualifications, it is helpful to establish practices for how the public might be made aware of openings on such County committees, how someone might apply to be appointed to a committee, and how such appointments will be made.

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

Section One: Subject to Applicable Law: In the event of conflict between the provisions of this Order and applicable law regarding the appointment of members to County committees, the provisions of applicable law will control. By way of illustration and not limitation, the provisions of CCC 18.172.080(1) will govern the appointment of

members of the Crook County Planning Commission, regardless of the provisions of this Order.

Section Two: *List of County committees:* The County will create a link on its website listing County committees. The website will list the committees' titles, current members, the date members' terms expire, and a method to contact the committee. The website will also include a downloadable application form, which may either be generic or tailored for specific County committees. Applications will be fillable from the website.

Section Three: *Vacancy advertising procedure:* As used in this Order, "vacancy" means either a currently open, available position on a County committee, or an opening that will occur in the relatively near future due to the conclusion of a current County committee member's term of service or other expected reason. When a County committee has a vacancy, the Administration office will advertise for applicants in the *Roundup*, the *Central Oregonian*, or any other source as may be found useful. The position will normally remain open a minimum of one month. If the position must be or may be benefitted by advertising for longer than one month, the County committee will notify the County Administration office, which will continue to advertise for the position. Where possible, vacancies will be advertised so that new committee members can apply, be selected, be appointed, and begin their term as soon as reasonably practicable after the expiration of an existing committee member's term.

Section Four: *Application procedures:* Applications may be turned in to either the Administration Office or the specific County committee for which the individual is applying. Once received, Applications will be date stamped.

Once the requisite amount of time necessary to advertise for applications has run, the members of the County committee will meet to discuss the available candidates. The committee will thereafter submit a recommendation to the County Court regarding the vacancy, including, if applicable, whether to continue advertising for more applications, or whether to recommend an individual be appointed to the County committee. If applicable, the County Administration office will create an Order of appointment to be added to the next Regular Meeting Consent Agenda. The County Court will consider whether to accept the recommendation.

If the Order of appointment is approved by the County Court and recorded by the County Clerk's Office, the Administration Office will send a letter of appointment and a copy of the Order to the successful applicant (hereinafter "appointee.") The letter will notify the appointee if they need to take an Oath of Office, and how to schedule a time to do so.

It will be the responsibility of both the appointee, and the individual County committee, to ensure that the appointee swears or affirms the Oath of Office.

Section Five: Renewal of existing committee members: When an existing committee member is interested in continuing for another term, he or she will also complete the application process as described above subject to the following additional procedures:

An existing committee member who wishes to apply for another term of service will recuse him-or-herself from participation in the interviews of any other candidates and the recommendation process for the County committee.

In the event that this recusal would deprive the County committee of a quorum in which to make a recommendation, the County committee may elect to undertake either of the following options: (1) alert the County Court to this circumstance and request instructions on how to proceed; or (2) have each non-recused committee member submit a personal recommendation to the County Court, conspicuously stating that the committee member is speaking as an individual and that no quorum was able to act.

Section Six: The County Court retains authority to adopt different appointment practices, either for individual committees, or in an individual instance.

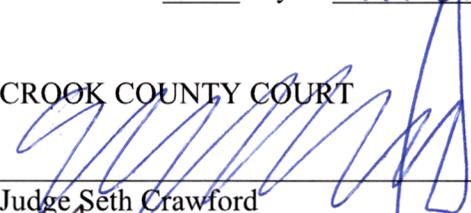
Section Seven: The effect of this Order is prospective only. The current members of County committees continue in their positions, regardless of whether the methods used to appoint them to their committee conformed to these practices.

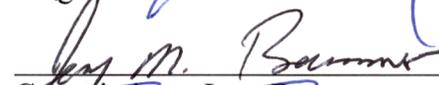
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

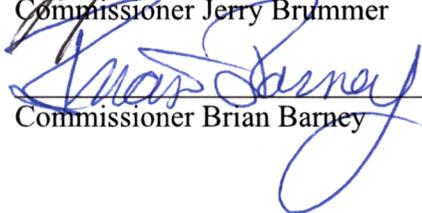
Section Eight: Complaint procedure: If any member of the public believes that a County committee opening was filled in contravention of this Order, he or she may submit a complaint to the County Administration Office.

DATED this 2<sup>nd</sup> day of November, 2022.

CROOK COUNTY COURT

  
\_\_\_\_\_  
Judge Seth Crawford

  
\_\_\_\_\_  
Commissioner Jerry Brummer

  
\_\_\_\_\_  
Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___



## Agenda Item Request

**Date:**

*Nov 25, 2024*

**Meeting date desired:**

*Dec 4, 2024 – BOC Session – Discussion Item*

**Subject:**

*Calendar for FY26 Budget Process*

**Background and policy implications:**

*Official kick off for the FY26 budget process*

**Budget/fiscal impacts:**

*None directly, however this sets the schedule for Crook County's annual budget process*

**Requested by:**

*Jamie Berger*

*541-416-6554*

*[jamie.berger@co.crook.or.us](mailto:jamie.berger@co.crook.or.us)*

**Presenters:**

*Will Van Vactor*

*County Manager/Budget Officer*

*Jamie Berger*

*Budget Manager*

**Legal review (only if requested):**

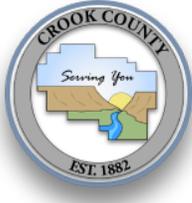
*NA*

**Elected official sponsor (if applicable):**

*NA*

Description	Parties	Dates
<b>DECEMBER</b>		
Budget kick-off at BOC meeting, approve Budget Calendar	BOC, Budget Officer	4-Dec
Finance Committee review Fiscal Policies	Finance Committee - County Manager, Budget Officer, Finance Director, County Commissioner, Treasurer	by 6-Dec
Approve changes to Fiscal Policies	BOC	18-Dec
Appoint budget committee members, as needed	BOC	18-Dec
<b>JANUARY</b>		
Department mid-year presentations	BOC, Dept Heads, Budget Officer, Budget Committee, Budget Manager, Facilitator	week of Jan 13
Facilitated Governing Body goal setting	BOC, Budget Officer, Finance Director, Budget Manager, invited staff, Facilitator	week of Jan 13
Budget Committee Special Work Session - Review fiscal policies, forecasts and significant budget issues, establish assumptions	BOC, Budget Committee, Budget Officer, Finance Director, Budget Manager, invited staff, Facilitator	week of Jan 13
Management team budget training: Preliminary revenue forecasts, review goal setting issues and budget priorities, distribute budget preparation instructions, forecast template, workforce plan, and budget doc narrative	Budget Officer, Dept Heads, Budget Manager and senior staff	30-Jan
<b>FEBRUARY</b>		
Compensation Committee provides recommendations for compensation for Elected Positions	Compensation Committee	by 13-Feb
Department position requests/changes due	Dept Heads	13-Feb
Department 5-Year forecast updates due	Dept Heads	13-Feb
Department requested budgets due	Dept Heads	25-Feb
Finalize position changes/approvals	Budget Officer	25-Feb
Aggregate budgets	Budget Manager	26-Feb to 28-Feb
<b>MARCH</b>		
Department meetings to review requested budgets with updated workforce plans, identify issues and alternatives to address	Dept Heads, Finance Director, Budget Officer, Budget Manager	3-Mar to 14-Mar
Complete Internal Service Fund budgets	Internal Service dept heads, Budget Officer, Budget Manager	18-Mar
Prepare 5-year financial forecasts - all major funds	Budget Manager	21-Mar
<b>APRIL</b>		
Department narratives due	Dept Heads	2-Apr
Department year end revenue and expenditure estimates due	Dept Heads	3-Apr to 8-Apr
Budget Officer review year end estimates and resolve items with management team	Budget Officer and Budget Manager, Dept Heads as needed	8-Apr
Aggregate budget document	Budget Manager	9-Apr to 11-Apr
Provide "Notice of Budget Committee Meeting" (ORS 294.426) to Central Oregonian Newspaper	Budget Manager	10-Apr
Distribute draft document to management team for review and edits	Budget Manager	14-Apr
Publish "Notice of Budget Committee Meeting" (ORS 294.426) in publication (5 - 30 days before) and on website (10+ days before)	Budget Manager	15-Apr
Management team provides edits and comments to finance	Dept Heads	14-Apr to 21-Apr
Resolve any discrepancies	Budget Manager and Dept Heads	21-Apr to 25-Apr
<b>MAY</b>		
Proposed budget document complete	Budget Manager	2-May
Distribute budget document to Budget Committee	Budget Manager	5-May
Budget Committee meeting(s); Budget Committee approves budget (ORS 294.428)	Budget Committee, Budget Officer, Dept Heads, Budget Manager	week of May 12
Update budget for Budget Committee changes	Budget Manager	16-May
Provide "Hearing Notice and Financial Summary" (ORS 294.438) to newspaper	Budget Manager	20-May
Publish "Hearing Notice and Financial Summary" (ORS 294.438)	Budget Manager	27-May
<b>JUNE</b>		
Public Hearing, adopt budget, make appropriations, levy taxes (ORS 294.456)	BOC	4-Jun
<b>JULY AND BEYOND</b>		
Adopted Budget goes into effect	County-wide	1-Jul
Adopted Budget, LB-50 submitted to County Assessor and Department of Revenue (ORS 294.558)	Budget Manager	15-Jul
GFOA Budget Award Application Submitted	Budget Manager	29-Aug
Adopted Budget document submitted to County Clerk	Budget Manager	30-Sep

## AGENDA ITEM REQUEST



**Date:**

*December 2, 2024*

**Meeting date desired:**

*December 4, 2024*

**Subject:**

*Fee Waiver/Reduction from Justin Alderman*

**Background and policy implications:**

*Justin Alderman of [prinevillereview.com](http://prinevillereview.com) is requesting a fee waiver/reduction for the attached public records request, which involves the Natural Resources Advisory Committee (NRAC). Mr. Alderman is seeking emails with certain keywords, between certain parties, copies of the County's document retention policies, and database logs for meetings.*

*Mr. Alderman's original request was broader, but it has been refined through exchange with staff (attached). The current staff estimate of time required to produce and compile the requested documents is 4.5 hours of IT staff time and 2.5 hours of attorney staff time, for a total estimated deposit of \$795. This is only the initial estimate—a keyword search of request #1 (out of four), results in almost 5000 emails that must be exported, converted, and compiled by IT then reviewed by legal staff.*

*Mr. Alderman's basis for the fee waiver/reduction is attached in the email correspondence. Mr. Alderman was recently given a fee reduction for a different public records request last month, and there have been de minimis requests in the interim for which there was no fee.*

**Budget/fiscal impacts:**

*\$795.00*

**Requested by:**

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

**Presenters:**

*John Eisler*

## John Eisler

---

**From:** Justin - Prineville Review <jalderman@prinevillereview.com>  
**Sent:** Wednesday, November 27, 2024 2:54 PM  
**To:** John Eisler  
**Cc:** Eric Blaine; Alex Solterbeck; Sarah Puerner; Chelsea Watson  
**Subject:** RE: RE: Re: Media Public Records Request - Crook County Gov, NRAC Chair, NRAC Subcommittee Chair

Thank you,

Let's revise the request #1 and limit "Big Summit", "Summit Prairie", to only the email account for Mr. Deboot. I suspect the number of emails previously estimated included many duplicates between various staff email accounts.

The other keywords should still be system wide. Please advise how that adjusts the estimates, but I suspect it will greatly reduce the time for #1.

At this time a waiver of fees is hereby requested for the reasons outlined below:

-----  
The information sought is clearly for the public's benefit, as generally it provides insight into the actions of government related to a matter of growing public interest. The Prineville Review's reporters do not obtain any such benefit or personal gain from these efforts. To the contrary, our investigative reporting and recent discovery of illegal public meetings has caused some officials to publicly declare their interest in blacklisting the Prineville Review for having raised these concerns, even before any public reporting.

The requested records will also provide information related to the considerations of an advisory body considering such matters, a body appointed by the county's elected commissioners. In this particular case, the Natural Resources Advisory Committee, or NRAC, which frequently works in conjunction with federal offices of the US Forest Service and Bureau of Land Management.

Further, some of the information sought also goes directly into actions related to transparency of the NRAC, which has admitted to holding secret meetings in which the public was not informed. It also goes to the conduct of one or more public officials in relation to the handling and response to a formal public meetings grievance for holding the illegal meeting.

The Prineville Review is a general-interest news publication which is also provided for free to the public and frequently engages in coverage related to the operations and conduct of the people's government, a fundamental and historical area of coverage provided by the American press -- although growing struggles for local journalism continue. Some of our breaking stories from quality investigative reporting have lead to increased attention and reporting by other news mediums and organizations, including by KTVZ and others.

We have the means, including through our online publication which does not require a subscription, to widely disseminate the information. The costs quoted would also likely prohibit the ability for the Prineville Review to continue its work of providing necessary transparent to the public and fulfill our duty as watchdogs of government, especially in the midst of findings that government violated core tenants of Oregon's "sunshine laws".

While waiver of fees ultimately may cost the government, these costs are covered by the taxpayers, and considering the wide distribution, these costs are very negligible in providing those same taxpayers insight into its conduct and operations amid the ongoing issues.

While we also understand this request will be read by the Crook County Board of Commissioners, who must take this waiver under consideration, we again point to the fact that the county's process is both abnormal and separately costly for its own reasons.

The process of having county counsel handle the requests themselves, from receiving and responding, beyond simply provide legal redaction where applicable, cannot be charged to a requester, and undoubtedly is what is costing the county and taxpayers. Additionally, it is abnormal from a Board of Commissioners, which only meets once every one or two weeks, to be the ones to approval all fee waivers. This also causes unnecessary delay which is not a cause of delays under the timelines of response and production outlined in the Oregon Public Records Law.

We respectfully request the Board of Commissioners to move forward with granting this waiver and ensuring a the journalistic process can pursue these matters of public interest and transparency of the Crook County government.

-----  
Regards,

**Justin Alderman**, *Managing Editor*  
Prineville Review | <https://prinevillereview.com>  
(541) 241-2074 | [jalderman@prinevillereview.com](mailto:jalderman@prinevillereview.com)



On Wednesday, November 27th, 2024 at 2:28 PM, John Eisler <[John.Eisler@crookcountyor.gov](mailto:John.Eisler@crookcountyor.gov)> wrote:

Hi Justin,

Yes, we can confirm that was with “big summit” together and for Jan. 1 to present. Also, “summit prairie” has 944 results.

Removing 4-2 will definitely save some staff time. The IT estimates for the others are:

1. 2-3 hours
2. .5-1 hours
  
4. 1 hour
  
5. .5 hours

That’s roughly 4.5 hours of IT time. Attorney time is a ballpark of 1 hour to review the documents in item 1 and .5 hours each for the others (it will all obviously depend upon what IT comes up with). So with 4-2 removed, you’d be looking at 4.5 IT hours and 2.5 attorney hours for a total of \$795 (\$382.50 + \$412.50). We can break these up however you want if that’s your preference.

Best,



# JOHN EISLER

## ASSISTANT COUNSEL

Crook County Legal Counsel's Office

Mailing: 300 NE 3<sup>rd</sup> St., Prineville, OR 97754

Office: (541) 416-3919 Ext. 279

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**From:** Justin - Prineville Review <jalderman@prinevillereview.com>  
**Sent:** Wednesday, November 27, 2024 1:25 PM  
**To:** John Eisler <John.Eisler@crookcountyor.gov>  
**Cc:** Eric Blaine <Eric.Blaine@crookcountyor.gov>; Alex Solterbeck <Alex.Solterbeck@crookcountyor.gov>; Sarah Puerner <Sarah.Puerner@crookcountyor.gov>  
**Subject:** Re: RE: Re: Media Public Records Request - Crook County Gov, NRAC Chair, NRAC Subcommittee Chair

Can you confirm that that search result that had 900 results with just "big summit" was a string search we're both words in that order together, And not emails where the result includes both "big" and "bummit" as separate strings? Can you also confirm that that search was limited to the period of January 1st of this year to the present?

Because each of these items is unique and distinct, we request an estimate on the fees to each requested item be broken down spo appropriate decisions and clarity as to the cost can be understood.

At this time you can ignore 4-2 if Mr. Deboot does not have a County issued phone.

Justin Alderman, Managing Editor  
Prineville Review | <https://prinevillereview.com>  
(541) 241-2074 | [jalderman@prinevillereview.com](mailto:jalderman@prinevillereview.com)

Sent from a mobile device.

----- Original Message -----

On 11/26/24 12:52, Justin - Prineville Review wrote:

Page 137

Hi John,

Requests for emails and text message content are a very routine type of public records request, and more so considering it is based on exact search queries in most cases (instead of simply saying we desire emails related to a particular subject requiring extensive manual research prior to consideration of exemptions/redactions). However, I'll provide some clarity, and your initial electronic searches can at least provide an idea of how many potential records would be subject in order to potentially facilitate narrowing the request further.

The timeframes are also fairly narrow, and several of the requests are not for Crook County as you would likely not be the custodian. The public officials hold their own obligation as custodian's to conduct production from personal email accounts which I understand the county does not have access too (although it raises questions about the county's own obligations of data retention by officials since it allows the use of personal emails)

For request #1, you should be able to at least run a report with those search queries from the county's emails system. Obviously the intention was this would be a domain wide search, but happy to consider narrowing the scope based on the amount of emails that come back in the search.

For request #2, this would be a search of email's to/from Mr. Deboot's email account with either [mlunn1128@hotmail.com](mailto:mlunn1128@hotmail.com) and/or [didelis.hank@gmail.com](mailto:didelis.hank@gmail.com), and only since October 1st. I can't imagine there would be a lot of responsive emails, but this is also a specific search that can immediately outline the number of potential responsive records, and it's not anticipated there would be communications exempt from redaction (not to say there is not).

For Request #3, this should be straight forward and easy to find, if it even exists.

For Request #4. This could be more extensive, but is also limited to about 12 days. I would use these domains to limit the search results then: [crookcountyor.gov](http://crookcountyor.gov), [blm.gov](http://blm.gov), and [usda.gov](http://usda.gov)

Request #4-2 (mistakenly reused 4, but this is a different request. That can't be done for the text messages from Mr. Deboot's official device, but it is a narrow 12 day window.

I would like an estimate of the time and charges before considering any application for fee waiver or reduction. The fact the county has decided to place all consideration of fee waivers/reductions with the commissioners, who only meet every week or two, does also not justify extension/delay of this process. As you know, this is an issue we've already raised about the efficiency and abnormal process used by Crook County related to public records requests.

Regards,

**Justin Alderman**, *Managing Editor*

Prineville Review | <https://prinevillereview.com>

(541) 241-2074 | [jalderman@prinevillereview.com](mailto:jalderman@prinevillereview.com)

**PRINEVILLE REVIEW**

On Tuesday, November 26th, 2024 at 10:02 AM, John Eisler <[John.Eisler@crookcountyor.gov](mailto:John.Eisler@crookcountyor.gov)> wrote:

Hi Justin,

The County is in receipt of your request. At first glance, this one will take considerable staff time to produce. You did not state if you were requesting a waiver/reduction in fees. I still need to reach out to staff and come up with an estimate, but if I want to present your waiver request to the Board, I'd need to get that request in to Sarah by tomorrow morning to get on the 12/4 meeting agenda.

Are you requesting a waiver/reduction in fees for this request?

Best,



# JOHN EISLER

## ASSISTANT COUNSEL

Crook County Legal Counsel's Office

Mailing: 300 NE 3<sup>rd</sup> St., Prineville, OR 97754

Office: (541) 416-3919 Ext. 279

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**From:** Justin - Prineville Review <[jalderman@prinevillereview.com](mailto:jalderman@prinevillereview.com)>  
**Sent:** Monday, November 25, 2024 3:58 PM  
**To:** Eric Blaine <[Eric.Blaine@crookcountyor.gov](mailto:Eric.Blaine@crookcountyor.gov)>; John Eisler <[John.Eisler@crookcountyor.gov](mailto:John.Eisler@crookcountyor.gov)>  
**Subject:** Fw: Re: Media Public Records Request - Crook County Gov, NRAC Chair, NRAC Subcommittee Chair

**Justin Alderman, *Managing Editor***

Prineville Review | <https://prinevillereview.com>

(541) 241-2074 | [jalderman@prinevillereview.com](mailto:jalderman@prinevillereview.com)

**PRINEVILLE REVIEW**

----- Forwarded Message -----

**From:** Justin - Prineville Review <[jalderman@prinevillereview.com](mailto:jalderman@prinevillereview.com)>  
**Date:** On Monday, November 25th, 2024 at 3:54 PM  
**Subject:** Re: Media Public Records Request - Crook County Gov, NRAC Chair, NRAC Subcommittee Chair  
**To:** [didelis.hank@gmail.com](mailto:didelis.hank@gmail.com) <[didelis.hank@gmail.com](mailto:didelis.hank@gmail.com)>, [mlunn1128@ghotmail.com](mailto:mlunn1128@ghotmail.com) <[mlunn1128@ghotmail.com](mailto:mlunn1128@ghotmail.com)>

[tim.deboot@crookcountyor.gov](mailto:tim.deboot@crookcountyor.gov)  
<[tim.deboot@crookcountyor.gov](mailto:tim.deboot@crookcountyor.gov)>

Making a correction for the email for Mr. McGuire.

Attached is the corrected public records request.

**Justin Alderman**, *Managing Editor*

Prineville Review | <https://prinevillereview.com>

(541) 241-2074 | [jalderman@prinevillereview.com](mailto:jalderman@prinevillereview.com)

**PRINEVILLE REVIEW**

On Monday, November 25th, 2024 at 3:49 PM,  
Justin - Prineville Review

<[jalderman@prinevillereview.com](mailto:jalderman@prinevillereview.com)> wrote:

Hello,

Please see the attached public records request for Crook County Gov. & officials Steve McGuire & Mike Lunn. To confirm, due to issues of "custodian", this request is made of Crook County as well as the above officials individually.

Regards,

**Justin Alderman**, *Managing Editor*

Prineville Review |  
<https://prinevillereview.com>

(541) 241-2074  
| [jalderman@prinevillereview.com](mailto:jalderman@prinevillereview.com)

**PRINEVILLE REVIEW**

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

IN THE MATTER OF ADOPTING )  
AN UPDATED POLICY FOR )  
RESPONDING TO PUBLIC RECORDS ) ORDER NO. 2017-80  
REQUESTS )

WHEREAS, Crook County as a public body has the responsibility to manage its documents and records according to Oregon public records laws; and

WHEREAS, it is prudent to periodically reexamine the County’s public records response practices to promote efficiency, consistency, and compliance with changing legal standards; and

WHEREAS, the attached Policy is based in part on similar policies established by other local Oregon jurisdictions.

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that:

Section One: The attached “Crook County Public Record Request Policy” is adopted for Crook County effective January 1, 2018.

Section Two: County staff members are directed to implement the Policy as described herein and with the goal of furthering the Policy Statement: “It is the policy of Crook County that every person has the right to inspect any non-exempt public record in the custody of Crook County subject to reasonable procedures.”

Section Three: The attached Policy is meant to supplement, but not contradict, the requirements of Oregon Public Records Laws, and County staff members are encouraged to suggest improvements or revisions as may be warranted.

DATED this \_\_\_ day of \_\_\_\_\_, 2017.

CROOK COUNTY COURT

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Judge Seth Crawford

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Commissioner Jerry Brummer

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Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___

## **Crook County Public Record Request Policy**

### **I. Purpose**

This policy is meant to establish a routine, efficient, and cost-effective procedure regarding access to public records that are in the legal custody of Crook County, consistent with the laws of Crook County and the State of Oregon.

This policy is not meant to include a recitation of laws or decisions regarding public records. Those may be found through a review of Oregon statutes and case law. The policy is meant to clarify those matters which the laws do not address.

### **II. Policy Statement**

It is the policy of Crook County that every person has the right to inspect any non-exempt public record in the custody of Crook County subject to reasonable procedures.

### **III. Note**

Public records laws do not impose on public bodies the duty to create new documents. Public bodies are not required to create a record in order to disclose the “reasoning” behind their actions, or other “knowledge” their staff might have. Public records laws do not require public bodies to explain or to provide comment or provide legal research or provide analysis about their records. Public records laws do not require the County to seek to obtain records in the custody of other legal entities in response to requests made to Crook County.

### **IV. Records Custodian**

Except as otherwise required by law or as stated in this policy, the Crook County Counsel is designated Records Custodian for records within the legal custody of Crook County. This policy does not apply to the County Clerk’s Office, the Health Department, and the County Veterans’ department.

### **V. Access Procedure – Requests**

1. Except for requests which are routine for the normal operation of a particular County department, such as those which may be addressed immediately in the regular course of business, requests for public records that are in the custody of Crook County, must be made in writing by submitting a completed Public Records Request Form unless exempted herein. The Public Records Request Form may be submitted in person, by mail, by fax, by email, or any other means which provides a legible copy. The Form must be provided to the County Administration office or County Counsel’s office.

2. At any time, an individual County department may request to either be added into this policy or to be exempted from this policy. The request will be made in writing and addressed to

the County Court of Crook County. The County Court will decide whether to acquiesce to the request, and if so, to establish certain additional policies. The County Court may establish public records policies regarding any individual department which is not covered by this policy.

3. From time to time a request may be made which will require a de minimis investment of staff time or other resources. County staff members are authorized to make the determination whether any individual request falls within this category. Upon receiving such a request, the County may choose to waive the compilation fee requirements and provide the records free of charge. Staff members have the sole authority to determine whether a request meets this criteria. However, there is no such staff member discretion to determine whether the record is exempt from disclosure or whether to release the record, the determination of which will be made according to this policy and applicable law.

4. If a County department besides Administration receives a Public Records Request Form, it may (but is not required to) forward the Form on to the County Administration office. If it chooses not to forward the Form on, the department receiving the Form will contact requester to direct him or her to the proper address (assuming that the department has adequate contact information for the requester). It is the responsibility of the requester to provide the form to the proper address.

5. The County's currently adopted Public Records Request Form is to be made available at the County Administration Office and the Crook County website. Other County departments are encouraged to maintain copies as well.

6. If the Public Records Request Form is submitted to the County Administration Office, the Administration Office will date-stamp the Form and forward it on to the County Legal Department.

7. The Legal Department will review the received form. A non-exclusive list of features to review includes:

- Whether the form is legible.
- Whether the requester has adequately provided contact information with which to respond to the request.
- Whether the County is likely to be the legal custodian of the records requested, and which individual County departments are likely to possess such records.
- Whether any particular requested record may be exempt from disclosure under the law.
- Any other feature which may warrant notice and comment.

8. The County Legal Department will respond to the requester, assuming the Legal Department has adequate contact information, within five (5) business days of receiving the Form. The response will acknowledge receipt of the Form. Responses may include but are not limited to:

- Stating that the Form is illegible, incomplete, or otherwise deficient.
- Requesting that the Form be clarified if it cannot be adequately determined what records are sought, whether the County is the custodian of the records, or other matter.

- Stating that the County is the custodian of the requested records and that a further response will follow.
- Providing an estimate of the amount of time required to provide further response if then known.
- Providing the requested records, as further described herein.
- Stating that the County is not the legal custodian of the records requested.
- Notifying the requester that the County is uncertain whether it is the custodian of the records requested.
- Citing applicable law which prevents further response to the request.
- Other response as may be appropriate.

9. If the County asks that the requester provide clarification, resubmission of an illegible form, or other similar matter, and the requester does not do so within sixty (60) days of the County's request, the County will deem the request abandoned or never having been made.

10. Upon receiving the completed Form, the Legal Department will contact those County departments which are likely to possess records which may be responsive to the request. Each subject department will examine what records it possesses and inform the Legal Department:

- Whether it has records which might be responsive to the request.
- If it may have responsive records, the estimated amount of time that would be required to compile the potentially responsive records.
- Whether the department believes that any portion of the potentially responsive records may be exempt from disclosure under applicable law, and the reason for such exemption.
- Whether another department or legal entity may have potentially responsive documents, or the documents are otherwise publicly available already.
- Other information as may be requested or which may otherwise be useful.

11. As soon as is practical and generally within ten business days after the date by which the County is required to acknowledge receipt of the request, the County will inform the requester (assuming a reliable and legible means of contact have been provided) that the request is completed or provide a written statement that the public body is still processing the request and a reasonable estimated date by which the public body expects to complete its response based on the information currently available.

If, however, compliance with any County time limits is impracticable due to staff or volunteers necessary to complete a response being unavailable, Compliance would demonstrably impede the public body's ability to perform other necessary services, or the volume of public records requests being simultaneously processed by the County, then the County may waive those time limits.

## **VI. Compilation Fee Procedure**

1. Based upon the information provided by other County departments and all other available information, the Legal Department will send a second response to the requester as soon as is practicable and without unreasonable delay. If the County may possess records responsive to the request, the response will contain:

- An acknowledgement that the County may possess such records;
- An estimate of the amount of time required to compile the records, which will include time spent gathering, sorting, reviewing, researching, summarizing, tailoring, redacting or segregating material (as may be warranted), drafting correspondence, and other such time necessary and proper to respond to the individual request for all County departments (including the Legal Department);
- Costs for staff time will be billed in quarter-hour increments, or as otherwise required by the applicable County fee schedule;
- The compilation fee deposit required, regardless of the total costs;
- A statement that the fee deposit must be paid prior to further staff time being devoted to the request;
- A statement that if the amount of time estimated was too large, that the unused portion of the deposit will be refunded;
- A statement that if the amount of time estimated appears to be too low after compilation has begun, that the requester will be contacted promptly and informed that responding to the request will take longer than was anticipated; and/or
- Other information as may be useful.

2. If the requester has not responded within sixty (60) days after the County sends this response, the County may determine that the requester has elected not to proceed and may terminate any further activities regarding the request. The County is not required to provide notice of this decision to the requester. If the requester does respond after the sixty (60)-day period, the County may elect to require the requester complete a new Request Form.

3. Fees will be charged to reimburse the County for the actual cost of making the public records available unless otherwise provided by this policy. The fees will be based upon the County fee schedule(s) which are in effect at that time. In the event that the fees listed on the Form have been superseded by a subsequent fee schedule, it is in the discretion of the affected department(s) to decide whether the fees listed on the form or the fees listed on the fee schedule will apply. This decision will be relayed in writing to the requester as soon as practicable and without unreasonable delay.

4. If after the deposit is received and the records have been compiled the deposited amount was too large for the actual costs incurred, the Legal Department will inform the requester and a reimbursement for the unused portion of the compilation fee deposit will be issued in course of County's regular finance schedule.

5. Once the review is complete, the Legal Department will so inform the requester. No documents will be released until all fees have been paid. Once the required fees have been paid, the County will release the records which are not exempt from disclosure.

6. In the event that records, or portions of them, are not disclosed because they are exempt from disclosure under applicable law, or the County is prevented from making a disclosure under applicable law, the requester will be notified in writing, including citations to those laws.

7. If the requester owes money to the County for another request, the County may elect to refuse to process the request until all sums owed are paid.

8. In the event that the County determines that it should engage outside legal counsel to respond to a public records request, the County may require the requester to pay for legal expenses necessary for such response. The decision to engage outside legal counsel is within the discretion of the County Court, and there is no requirement to consult with the requester prior to engaging counsel, nor in deciding who to engage nor any other matter.

## **VII. Request Completion Procedure**

Once the compilation fee deposit is received, if one was required, the County will complete its review of the potentially responsive records and respond to the requester as soon as is practicable and without unreasonable delay. The response will include one or more of the following:

- Copies of the responsive records, including records which may include redactions under applicable law;
- An invitation to inspect originals or copies of the responsive records, including records which may include redactions under applicable law;
- A statement that, upon individualized review of the records, that the records are exempt from disclosure under the law including citations to the specific provisions of law as may apply;
- A statement that after review the County has determined that it is not custodian of responsive records, and if known, which other entity might be the custodian;
- If federal or state law prohibits the County from acknowledging whether any requested record exists or that acknowledging a requested record exists would result in the loss of federal benefits or imposition of another sanction, the County provides a statement to that effect including a citation to the applicable law; or
- If the records or portions of them are exempt from disclosure under applicable law, a statement to that effect including citation to those laws, plus a statement that the requester may seek review of the determination pursuant to law.
- Other information as may be appropriate.

## **VIII. Inspection of Original Documents**

1. A person may request to inspect an original (rather than a copy) of a record within the legal custody of Crook County. The completed request form must affirmatively state that the requester wishes to inspect an original, and must describe with reasonable specificity which particular original document is sought. In the absence of such an affirmative statement, it is presumed that copies of requested records will suffice for all purposes.

2. Inspection of original records will be conducted during the regular business hours of the affected department(s). The County may determine that a staff person must be present while any original documents are being inspected to insure protection of the documents. The time necessary for such staff person will be included in the required compilation fee.

3. Inspection of original documents does not include the right to examine materials exempt from disclosure, the right to rummage through file cabinets, file folders, desks, electronic files, or the right to disassemble, damage, or change the order of materials or documents files.
4. If the requested document contains information exempt from disclosure, a copy, in lieu of the original, may be provided with the exempt portion redacted in the County's sole discretion.
5. The department which normally retains possession of the original document may impose additional requirements upon the inspection as the department may determine are useful or prudent to insure the integrity and security of the record.
6. Original records which exist only in electronic form may be inspected only upon such terms and conditions that the department imposes, taking into consideration the nature of the record, the need to ensure integrity and security of the record, and other matters as appropriate.
7. A requester may inspect an original record, and/or may receive copies of the record, but no original record will be released from County custody except and unless a specific court order directs the County to provide the original record. This is to help insure the integrity of the County's public records and that it continues to meet its archiving requirements established by Oregon law.

#### **IX. Fee Waiver/Reduction Procedure**

1. The County may waive or reduce fees if it determines that the waiver or reduction is in the public interest because making the record available primarily benefits the general public. The decision to waive or reduce fees will be evaluated on a case-by-case basis in consideration of the totality of the circumstances.
2. A request to waive or reduce fees must be made in writing and must be addressed to the County Court of Crook County. The County Court will deliberate upon the request as soon as is practicable and without unreasonable delay. There is no requirement to provide notice of the date and time of the deliberation to the requester, except as may be required by Oregon public meeting laws and other applicable law.
3. Certain laws may prohibit waiving fees if the records were created through use of certain legally or constitutionally dedicated funds.

#### **X. Exemption Review**

The County will make an individualized determination for each record whether an exemption to disclosure applies, and if so, whether the record will nevertheless be disclosed.

## **XI. Special Circumstances**

From time to time, circumstances may arise which present unusual or special concerns. In such circumstances, the affected County departments will consult with the County Court and Legal Department as necessary prior to taking any action regarding the request.

## **XII. Periodic Updates and All Other Matters**

The County Legal Department is directed to periodically review Oregon public meeting laws and best practices, and to recommend changes as may be necessary or prudent to the County Court. The Legal Department is authorized to update statutory references or make ministerial changes as it deems necessary, but may not alter the substance, meaning, or effect of this Policy.

Any other matter that may arise regarding the processing and response to public records requests, which are not addressed by Oregon law or this policy, will be reviewed on a case-by-case basis by the County Court.

# PRINEVILLE REVIEW

November 25th, 2024

**Via email to [tim.deboot@crookcountyor.gov](mailto:tim.deboot@crookcountyor.gov), [didelis.hank@gmail.com](mailto:didelis.hank@gmail.com), and [mlunn1128@ghotmail.com](mailto:mlunn1128@ghotmail.com)**

Crook County Natural Resources Advisory Committee & Members McGuire & Lunn  
300 NE 3rd St  
Prineville, OR 97754

**Subject: Public Records Request** (Corrected)

This is a request for records under the Oregon Public Records Law ("OPRL"). A response is requested pursuant to ORS 192.324 for each of the requested items. This request is additionally made of both the public body (both the NRAC and Crook County government generally), as well as individually of members of the governing body as public officials (as outlined in one or more numbered requests). See *DOJ Ruling - Oregonian Public Records Petition Regarding Cylvia Hayes, and Hayes v. Oregonian -15CV04530*.

1) Please provide copies of emails and attachments for the period of Jan 1st, 2024, to the present, which include any of the following matching keywords: "Big Summit", "Summit Prairie", "Waibel", "news media", "Alderman", or "Prineville Review", and not a case-sensitive search. Individual NRAC members Steve McGuire, and Mike Lunn, are specifically requested to produce the requested records from their respective individual email accounts. Even if such emails are personally owned accounts, their use for work and business of the NRAC are undoubtably subject to the OPRL.

2) A copy of all emails and attachments between (to/from) with one or more of the following from each of the following: [mlunn1128@ghotmail.com](mailto:mlunn1128@ghotmail.com), [didelis.hank@gmail.com](mailto:didelis.hank@gmail.com), and [tim.deboot@crookcountyor.gov](mailto:tim.deboot@crookcountyor.gov), or any emails with BLM or USFS officials, for the period of October 1st, 2024, to the present, without consideration for any keyword limitations. This request is made of the public body and officials McGuire and Lunn.

3) For Crook County only: a copy of any public records retention policies as outlined in ORS 192.108 and ORS 192.018, for any part of the county government or governing bodies.

4) For Crook County & Tim Deboot only: All emails from the account of [tim.deboot@crookcountyor.gov](mailto:tim.deboot@crookcountyor.gov) with NRAC members or county officials/staff from Nov. 13th, 2024, to the present, regardless of to/from. For texts from an official devices, please include all texts sent/received, and a log from the phone carrier for that device show the to/from and data/time of text messages sent/received.

4) For Crook County & Tim Deboot only: All text messages with NRAC members or any individual with county officials/staff, or BLM and USFS officials, (even if from a personal device) from Nov. 1st, 2024, to the present, regardless of to/from. For texts from an official devices, please include all texts sent/received, and a log from the phone carrier for that device show the to/from and data/time of text messages sent/received.

5) For Crook County only: All database or file based logs for actions related to the Crook County Meetings webpage system, specifically when users uploaded content, made postings of meetings, edits, etc. Namely including user information, data/time, and if included the specific content, and date/time of login/logout of such users. This is for the period of Nov. 13th, 2024, to Nov. 21st, 2024. The preferred file format would be .csv if possible.

Please ensure that any recently deleted emails or other data are restored and preserved as required by this request, as well as retention laws and ORS 192.305.

If you have any questions or need clarifications in order to facilitate efficient production please don't hesitate to reach out. Please provide these records by email to [jalderman@prinevillereview.com](mailto:jalderman@prinevillereview.com).

Respectfully,

*/s/ Justin Alderman*

**Justin Alderman**, *Managing Editor*

Prineville Review | [prinevillereview.com](http://prinevillereview.com)

(541) 241-2074 | [jalderman@prinevillereview.com](mailto:jalderman@prinevillereview.com)

CC: *Eric Blaine, Crook County Counsel*

*John Eisler, Assistant Crook County Counsel*



# Crook County

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

December 4, 2024

Dear Representative Cliff Bentz,

On behalf of the 26,952 residents in Crook County and the National Association of Counties (NACo), we urge the passage of S.2581, the *Secure Rural Schools Reauthorization Act of 2023*. S.2581 would reauthorize the Secure Rural Schools (SRS) program, extending it through 2026 and ensuring that local governments in forested counties continue to have a crucial reliable funding stream.

The SRS program provides critical funding to national forest counties to finance numerous critical services, including infrastructure, conservation projects, search and rescue missions, fire prevention programs and education services. In Crook County, we rely on SRS funds to significantly enhance emergency response capabilities and fire prevention measures on public lands. A key project funded by these resources is the development of a Mobile Incident Command Post (MICP), which is essential for coordinating search and rescue missions, wildfires, flooding, and other emergency responses. This command post is crucial in mitigating risks associated with human injuries, deaths, or property damage during natural disasters and medical emergencies. Moreover, SRS funds are instrumental in vegetation control efforts and the FEMA Hazardous Fuels Treatment program, which are pivotal in preventing new infestations that could exacerbate forest fires. These initiatives are vital for maintaining the health and safety of our National Forest lands. Additionally, the SRS funds have supported the 10-year update of the Crook County Community Wildfire Protection Plan (CWPP). This plan is vital for maintaining eligibility for future mitigation projects and funding opportunities aimed at reducing wildfire risks. The updated CWPP allows the community to assess wildfire risks accurately, identify local priorities, and implement strategic actions. This strategic planning not only helps in reducing the potential loss of property and adverse human health effects from severe wildfires but also enhances the ecological health of federally managed lands in Crook County, ensuring benefits for all U.S. citizens. If Congress fails to renew its long-standing federal obligation to forest counties and the lands managed by the federal government by not reauthorizing the SRS program, over 700 counties across the United States would face dramatic budgetary shortfalls. Authorization for SRS last lapsed in FY 2016 and as a result federal forest payments to counties decreased by over 80 percent.

Historically, rural counties have relied on a share of receipts from local timber harvests to supplement local funding for education services and roads. During the 1980s, national policies substantially diminished the revenue-generating activity permitted on these forests. The resulting steep decline in timber sales decreased the revenues that rural counties and school districts received from forest management activities. In response to this decline, SRS was first enacted in 2000 to stabilize payments to counties and compensate for lost revenues.

SRS was last reauthorized on February 15, 2021, for FYs 2021 through 2023. In April 2023, the U.S. Forest Service and Bureau of Land Management distributed \$270 million to over 700 counties, parishes and boroughs. In April 2024, the U.S. Forest Service announced \$232 million in SRS funds to be distributed to counties. Ensuring these funds continue to be distributed to federal forest counties will allow counties to fund essential government services fully – those mandated by federal and state laws – such as education, emergency services, transportation infrastructure and law enforcement.

Thank you for your continued service to Crook County and our residents. We thank you for your partnership and respectfully ask that you swiftly pass S.2581.

X

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Seth Crawford  
County Commissioner

X

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Brian Barney  
County Commissioner

X

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Susan Hermreck  
County Commissioner