



# **CROOK COUNTY BOARD OF COMMISSIONERS AGENDA**

**Wednesday, March 5, 2025 at 9:00 am**

**Crook County Annex | 320 NE Court St. | 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. Approve Minutes**
- 2. Approve Crook County Ambulance Service Plan**
- 3. Approve Grant Acceptance for eBikes Addition to Crook County's Library of Things Collection**
- 4. 2017 GO Bond IRS Examination Results**
- 5. FY 23 Oregon Department of Health and Human Services Audit**

## **DISCUSSION**

- 6. Approval of Funding for Facility Rental at Crook County Fairgrounds: Tri County and Oregon High School Rodeo State Finals**

Requester: Bobbi Aldrich  
OHSRA Secretary

- 7. Highland Subdivision Water District - Possible Dissolution**

Requester: Richard Mayers  
Highland Water District Vice President

- 8. Recommendation to the Natural Resource Advisory Committee**

Requester: Tim Deboodt  
Natural Resource Manager

**9. Recommendations to the Ag Extension Service District Board**

Requester: Rebecca Keegan  
Ag Extension Manager

**10. Discussion about Janitorial Procurement**

Requester: James Preuss  
Facilities Director

**11. Discussion on Proposing an Amendment to the Intergovernmental Agreement with the City of Prineville: Changes to Crook County Road Agency Board Membership and Agency Independence**

Requester: Eric Blaine  
County Counsel

**MANAGER REPORT**

**COMMISSIONER UPDATES**

**PUBLIC COMMENT**

**EXECUTIVE SESSION**

The Crook County Board of Commissioners will now meet in executive session under ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Representatives 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 the executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

**12. ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.**

**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.

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

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

### **Additional Items**

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: Brian Barney ([brian.barney@crookcountyor.gov](mailto:brian.barney@crookcountyor.gov) (541) 447-6555) | Agenda published on 02/26/2025 at 4:13 PM

**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES  
OF JANUARY 8, 2025, REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Board of Commissioners met in a Regular Session on January 8, 2025, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Executive Administrative Assistant Sarah Puerner; County Manager Will Van Vactor; Fairgrounds Manager Casey Daly; Clerk Cheryl Seely; Landfill Manager Jacquie Davis; Undersheriff Bill Elliott; Road Superintendent Brad Haynes; Building Official Randy Davis; District Attorney Kari Hathorn; Library Director Sarah Beeler; Executive Assistant Breyanna Cupp; Finance Director Christina Haron; Natural Resources Manager Tim Deboodt; Operations Manager Katrina Weitman; Budget Manager Jamie Berger; Systems Administrator Chelsea Watson; Facilities Director James Preuss; Jay Shaw; James Staniford; Hannah Elliott; Jennifer Orozco; Katie Sexton; Louis Seals; Ashley Leslie; Stephanie Wilson; Terry Weitman; Katie McDonald; Alex Solterbeck; Ben Roche; Linda Pepper; Mona Glade; Elsie Ray; Sherry Rienks; Sandy Kerbow; Julie Lancaster; Jamie Vaughan; Jack Rabenberg; Deb Shaw; Theodore Lyster; Amber Dozhier; Tawndy Byrd; Mike Ervin; Nettie Downing; Nicole Ontko; Gail Staniford; and members of the public.

**REGULAR SESSION**

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

**Discussion item #6:** Appointment of Board Chair for 2025:

**Requester:** Will Van Vactor

**Details:** County Manager Will Van Vactor attended the Regular Session to discuss the appointment of the Board Chair for the upcoming year. Operating under a system with a rotating chair, the board considered Commissioner Hermreck from seat 1 for the position, but she declined. Consequently, Commissioner Barney from seat 2 was appointed and accepted the role. Commissioner Barney will therefore serve as the chairperson of the Board of Commissioners for 2025.

**Public Comment:**

Dave Nielson, residing in Mill Creek Valley in Prineville, was prompted by his neighbors to voice concerns regarding the potential appointment of Monty Kurtz to the Planning Commission. The community seeks a candidate who aligns closely with their interests, expressing skepticism about whether Kurtz's interests might diverge from their own. Highlighting a strong local sentiment, some residents display bumper stickers proclaiming, "Don't Bend Prineville," underscoring their desire to preserve local customs and culture. Given that the Planning Commission had limited options with only

one applicant available, Dave suggested that the Commissioners should request the Planning Commission to reconsider and seek additional candidates who better reflect the community's values and traditions.

Nicole Ontko, who recently returned to Crook County, has noticed considerable changes in the area, remarking that the town is becoming somewhat unrecognizable. She emphasizes that while growth is inevitable, it is crucial to manage it carefully to preserve the qualities that make Crook County special. Nicole echoes the sentiments shared by Dave, urging local leaders to consider the long-standing values of the community and the recent voting patterns, and to trust in their faith during decision-making processes. In response to public concerns, Commissioner Susan Hermreck encouraged community members to become more actively involved by attending meetings and considering applying for future vacancies on local boards. Nicole, encouraged by her neighbors to apply, is currently seeking more information on the application process and the responsibilities involved.

Commissioner Crawford inquired whether it was mandatory to appoint the three members to the board along with a pro tem. Will VanVactor clarified that the decision to appoint the three members and fill the pro tem position rests with the board. He noted that if the pro tem position remains vacant, there is an option to recruit for it. According to Order 2022-52, the position must be advertised for a period of 30 days before making an appointment.

**Additions/Removals:** Removed item #3 Order 2025-02 In the matter of the appointments to the Planning Commission from the consent agenda

**Consent Agenda:**

1. Approve Minutes
2. Order 2025-01 In the matter of designation of Newspapers of Record
3. Order 2025-02 In the matter of the appointments to the Planning Commission-**REMOVED**
4. Order 2025-03 In the matter of the appointments to the Fair Board
5. Order 2025-04 In the matter of the appointment to the Natural Resources Advisory Committee

**MOTION** to approve the consent agenda as presented with the exception of Order 2025-02 In the matter of the appointments to the Planning Commission. Motion seconded by Commissioner Crawford. No discussion. Commissioner Crawford votes Aye, Commissioner Barney votes Aye, Commissioner Hermreck votes Aye. Motion carried 3-0.

**MOTION** to approve Order 2025-02. Motion seconded by Commissioner Crawford. Discussion: Commissioner Hermreck would like to appoint Shelby, Marlo, and George and discuss the pro tem position. Commissioner Crawford states that what hearing from the public is that they would like us to drop the pro tem position for right now. Commissioner Hermreck would like the three positions to be appointed and leave it up to the discretion of the Planning Commission to decide on the pro tem position.

**AMENDED MOTION** to approve Order 2025-02 with the amendment that the pro tem position for Monty Kurtz will be reconsidered by the Planning Commission and brought back at a later time. Commissioner Hermreck moved the Motion. Motion seconded by Commissioner Crawford. No discussion. Crawford Commissioner Crawford votes Aye, Commissioner Barney votes Aye, Commissioner Hermreck votes Aye. Motion carried 3-0.

**Discussion item #7: Recognize Employees with 5+ years of service to Crook County:**

**Requester:** Breyanna Cupp

**Details:** Executive Assistant Breyanna Cupp was present at the Regular Session to honor employees who have reached service milestones between 5 to 9 years. These employees were awarded milestone pins and certificates to acknowledge their dedication and contributions to the organization. The ceremony served as an opportunity to express appreciation for their hard work and commitment, reinforcing the value of their continued service to the team and the broader community.

**Discussion item #8: Review Wolf Committee Position Recommendations and Reimbursement Requests:**

**Requester:** Ellie Gage

**Details:** Commissioner Seth Crawford attended the Regular Session to provide position recommendations on behalf of the Wolf Committee and to speak about reimbursement requests. Both items were reviewed and voted on by the Wolf Committee on 12/18/2024. Reimbursement requests to be paid from the Wolf Committee funds received from Oregon Department of Ag in 2024. Commissioner Crawford stated that David and Hunter were recommended for committee appointments.

**MOTION** to approve Order 2025-05 with the amendment of removing the appointment of the coexist and conservation position on the Wolf Depredation Committee and to approve the modified order outside of the meeting. Motion seconded by Commissioner Crawford. No discussion. Crawford Commissioner Crawford votes Aye, Commissioner Barney votes Aye, Commissioner Hermreck votes Aye. Motion carried 3-0.

Finance Director Christina Haron confirmed that the funds pass through the county and the grant funds come from the State of Oregon. The county hasn't received these funds yet, but they will be received some time in May for fiscal 2025.

**MOTION** to approve a reimbursement request of \$9,305.98 per the Wolf Committee request of December 18, 2024. Motion seconded by Commissioner Crawford. No discussion. Crawford Commissioner Crawford votes Aye, Commissioner Barney votes Aye, Commissioner Hermreck votes Aye. Motion carried 3-0.

**Discussion item #9: IGA for Septage Treatment with City of Prineville:**

**Requester:** John Eisler

**Details:** Assistant County Counsel John Eisler and Landfill Manager Jacquie Davis attended the Regular Session to present an Intergovernmental Agreement (IGA) with

the City of Prineville. They discussed the recent termination of the County's contract with 2 Springs Ranch, which involved the land application of filtered septage from the Landfill; this contract ended on December 24th. Under the new agreement, the septage currently at the Landfill will now be transported to the City's wastewater treatment facility. John Eisler expressed gratitude towards the City of Prineville for their assistance in this transition. He also commended the Department of Environmental Quality (DEQ), noting that their representative was exceptionally helpful and that it has been a collaborative effort to resolve the situation. The IGA outlines a 6-month term, after which the County has the option to extend the agreement for an additional six months.

**MOTION** to approve IGA for Septage Treatment with City of Prineville. Motion seconded by Commissioner Crawford. No discussion. Crawford Commissioner Crawford votes Aye, Commissioner Barney votes Aye, Commissioner Hermreck votes Aye. Motion carried 3-0.

**Interim Manager Report:**

Will Van Vactor took the opportunity to introduce Meghan McKee, our new HR Director, and expressed his delight in having her join the team. He encouraged everyone to extend a warm welcome to Meghan when they have the opportunity. Additionally, he mentioned that he had received an email from the Association of Oregon Counties (AOC) requesting a commissioner to serve on the legislative AOC committee. Commissioner Crawford has volunteered for this role, and a response is needed by the end of this week. Lastly, he noted that Commissioner Barney and the County Manager attended the Community Wildfire Protection Plan (CWPP) meeting last night. They plan to present their findings to the board in a few weeks, and the draft plan remains available for those who wish to review it.

**Commissioner Updates:**

Commissioner Hermreck expressed her pleasure at having Meghan join the team and thanked her for attending the meeting.

Commissioner Crawford welcomed Meghan, expressing great excitement about her joining the team.

Commissioner Barney welcomed Meghan to the County and mentioned that he had received an invitation for the swearing-in ceremony of the governor. He suggested that Commissioner Crawford, as the former board chair, should attend. Commissioner Crawford responded that he would have liked to attend, but a goal-setting session was scheduled for the same day, preventing his attendance.

**Public Comment:**

Mike Ervin revisited the discussion about the pro tem position, noting that it serves as a way for individuals to explore whether they truly want to commit to the role. He acknowledged the challenges young people face in getting involved and expressed uncertainty about how to address these issues. However, he emphasized the need for change, suggesting that providing options and establishing a training ground could be

beneficial. Ervin highlighted the difficulty in attracting volunteers and recommended that creating more accessible pathways could help engage more people.

There being no further business before the Board of Commissioners, the meeting was adjourned at **10:30 a.m.**

Respectfully submitted,

**Sarah Puerner / Breyanna Cupp**



**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES  
OF JANUARY 15, 2025, WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Board of Commissioners met in a Work Session on January 15, 2025, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Executive Administrative Assistant Sarah Puerner; County Manager Will Van Vactor; Executive Assistant Breyanna Cupp; Administrative Assistant Mona Glade; Finance Director Christina Haron; Landfill Manager Jacquie Davis; Facilities Director James Preuss; Chief Information Officer Stephen Chellis; Library Director Sarah Beeler; Airport Manager Kelly Coffelt; HR Director Meghan McKee; Sheriff Gautney; Clerk Cheryl Seely; Road Superintendent Brad Haynes; Natural Resources Manager Tim Deboodt; Building Official Randy Davis; Operations Manager Katrina Weitman; Legal Assistant Alex Solterbeck; Stephanie West; Elsie Ray; Linda Pepper; Hannah Elliott; Katie McDonald; Stephanie Wilson; Andrew Rasmussen; Steven Shubeck; Camille Krueger; Mike Ervin; Courtney Voss; Erica Haitsma; Tim Long; Kevin McCarthy; and members of the public.

**WORK SESSION**

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

**Additions/Removals:** Discussion Item #11 was removed from the agenda and will be revisited at a future meeting.

**Public Comment:** None

**Discussion item #1:** Republic Services 4th Quarter Update and Financial Report:

**Requester:** Jacquie Davis

**Details:** Landfill Manager Jacquie Davis, along with Courtney Voss, Erica Haitsma, and Tim Long from Republic Services, attended the Work Session to deliver a quarterly update on Republic Services as previously requested by the County Commissioners. During the presentation, they provided a financial report that shed light on a potential rate increase planned for spring 2025. This anticipated adjustment is in response to rising costs associated with labor, disposal, recycling, truck maintenance, and fuel.

**Discussion item #2:** Solid Waste Management Plan Update Draft 1 Presentation

**Requester:** Jacquie Davis

**Details:** JR Miller Representative Kevin McCarthy and Landfill Manager Jacquie Davis attended the Work Session to deliver a presentation on solid waste management. They presented the first draft of the Solid Waste Management Plan Update, prepared by

JRMA, which included recommendations for facility improvements such as a new recycling depot and a public transfer station. The RMA program represents a collaborative effort between Republic Services and the Crook County Landfill, with Republic Services handling most of the operational requirements while the Crook County Landfill focuses on expanding the recycling depot. Additionally, there might be a rate increase at the scale, and Jacquie indicated that she would request this change later if it becomes necessary due to the RMA program's requirements.

**Discussion item #3: Request for Authorization to Apply for Multiple Grants for Level 2 EV Charging Station Funding:**

**Requester:** Sarah Beeler

**Details:** Library Director Sarah Beeler attended the Work Session to request authorization to apply for grant funding. She is seeking grants to support the installation of a Level 2, dual-port EV Charging Station, with a total project cost estimated at \$24,523. The grant application period opens on December 17th, with potential funding sources including \$2,000 from Pacific Power, which may also provide matching grants and/or mobility support, and \$10,000 from other potential grants such as the Community Renewable Energy Grant Program, Oregon Clean Fuels Program, and Energy Trust of Oregon. The library has received two bids for the project and wishes to proceed with a bid from ChargePoint for a CP6021 model costing \$13,423, and an installation bid from Cooper Electric for \$11,100.

**Discussion item #4: Request for Crook County Library Closure on October 13, 2025, for Staff Training:**

**Requester:** Sarah Beeler

**Details:** Library Director Sarah Beeler attended the Work Session to request permission to close the office on October 13, 2025, for staff training. The training agenda includes a keynote speaker, a session on the staff workflow system called Sierra, and several breakout sessions. The cost for the keynote speaker is estimated between \$500 and \$1,000, depending on the speaker selected. Both the keynote speaker's fee and the cost for staff lunch are covered in the fiscal year 2025 budget.

**Discussion item #5: OHA 2023-2025 Intergovernmental Agreement Amendment 14:**

**Requester:** Camille Krueger

**Details:** Camille Krueger, Deputy Director of Health and Human Services, attended the Work Session to discuss Amendment 14 of the OHA IGA. This amendment adjusts the OHA-LPHA contract (180007) to reflect year-end financial adjustments for FY24 and updates funding allocations for FY25. Attachment A adjusts the final FY24 expenses to settle and close out the FY24 contract. It also details the carryover of unspent funds into FY25 for specific program elements: PE13, PE36, and PE51-05, with PE42-11 seeing a deduction of \$650.35. Attachment C reallocates these rollover funds from FY24. Additionally, the amendment includes an increase of \$64,232.25 for the Alcohol & Drug Prevention Education Program (PE36) and a further award of \$121,576.38 for CDC Public Health Infrastructure Funding (PE51-05). This item will be placed on the consent agenda for final approval for January 22<sup>nd</sup>.

**Discussion item #6: Oregon Department of Emergency Management Grant Agreement:**

**Requester:** Stephanie Wilson

**Details:** Undersheriff Bill Elliott and Administrative Manager Stephanie Wilson attended the Work Session to discuss the OEM Grant. They presented the annual Emergency Management Performance Grant (EMPG) for the fiscal years 2024/2025, which is a 50/50 match grant. The budget for these years has been prepared with this grant amount in mind. Historically, the Crook County Sheriff's Office (CCSO) has consistently contributed more than the required 50% match to support emergency management (EM) and search and rescue (SAR) services in the county. The \$75,903.00 provided by the OEM grant specifically helps cover the salary of the Emergency Manager. This item will be placed on the consent agenda for final approval for January 22<sup>nd</sup>.

**Discussion item #7: Discussion for Replacement Jail Cameras:**

**Requester:** Andrew Rassmussen

**Details:** Jail Commander Andrew Rassmussen, Facilities Director James Preuss, and Assistant County Counsel John Eisler attended the Work Session to discuss the jail camera system with the Board of Commissioners. This summer, the county received notification that the software supporting its jail camera system would be discontinued in 2026. Given the lengthy preparation and installation period required for such projects, the county sought bids from three companies. The bids received were \$183,500 from Hanwha, \$289,600 from Avigilon, and \$301,000 from Bosch. After careful consideration, the staff recommended awarding the contract to Hanwha, citing several advantages including cost-effectiveness, the ability to utilize much of the existing hardware, quicker installation, and compatibility with recent updates to the jail's computer system. The proposed expenditure of \$183,500 will be partially offset by grants, with one already secured and additional funding being actively sought by Andrew Rassmussen. This item will be placed on the consent agenda for final approval for January 22<sup>nd</sup>.

**Discussion item #8: IT GIS Staff Update:**

**Requester:** Stephen Chellis

**Details:** Chief Information Officer Stephen Chellis attended the Work Session to update the board on the IT/GIS department and clarify staffing for the upcoming year's budget. Stephen presented the layout and organization chart of the IT/GIS Department employees, explaining the creation of the senior analyst position and subsequent establishment of the GIS technician position. He also informed the board that the new IT Manager is set to begin on February 3rd, filling the current vacancy.

**Discussion item #9: Request for Signature on CORE Grant Agreement for \$250K Airport Hangar Building Project:**

**Requester:** Kelly Coffelt

**Details:** Airport Manager Kelly Coffelt attended the Work Session to seek approval for a signature on the CORE grant. The Airport has been awarded a \$250,000 state construction grant for the development of a 10-unit aircraft storage building. This grant is intended to support Crook County by offsetting costs not covered by the FAA

infrastructure funds. The design and engineering phases are complete, with construction planned to commence in spring 2025 and expected completion by September 1, 2025. The total funding for the project includes approximately \$725,000 from the FAA, \$250,000 from the state, and \$425,315 from local sources, amounting to a total of \$1,400,315. This item will be placed on the consent agenda for final approval for January 22<sup>nd</sup>.

**Discussion item #10: Request for Signature on FAA Grant Application for the New Aviation T-Hangar Project:**

**Requester:** Kelly Coffelt

**Details:** Airport Manager Kelly Coffelt attended the Work Session to request a signature for an FAA Grant application. The Airport has been chosen to receive an FAA grant aimed at funding the engineering, design, and construction of a 10-unit aircraft storage building, which is intended to generate additional revenue for the airport. This specific grant is for a total of \$585,000. Additionally, a second FAA grant is expected to support this project in the fall of 2025, with an anticipated amount of \$150,000.

**MOTION** for Commissioner Barney to sign the FAA Grant application outside of the meeting. Motion seconded by Commissioner Hermreck. No discussion. Commissioner Crawford votes Aye, Commissioner Barney votes Aye, Commissioner Hermreck votes Aye. Motion carried 3-0.

**Discussion item #11: Community Development Monthly Update:**

**Requester:** Katrina Weitman

**Details:** This item was removed from the agenda and will be discussed at a future date.

**Discussion item #12: Ratification of Community Development Director**

**Appointment:**

**Requester:** Will VanVactor

**Details:** County Manager Will Van Vactor attended the Work Session to seek the Board of Commissioners' ratification for the Community Development Director position. He presented John Eisler as a candidate, highlighting John's over five years of experience and his background in land use from previous roles. Will Van Vactor expressed confidence that John would be an excellent addition to the department and requested the board's approval of the appointment.

**MOTION** to ratify the appointment of John Eisler as the new Community Development Director. Motion seconded by Commissioner Crawford. No discussion. Commissioner Crawford votes Aye, Commissioner Barney votes Aye, Commissioner Hermreck votes Aye. Motion carried 3-0.

**Discussion item #13: Consider enrollment of the District Attorney's stipend into PERS effective January 1:**

**Requester:** Christina Haron

**Details:** County Manager Will Van Vactor attended the Work Session to discuss updates to the retirement contributions for the District Attorney's (DA) stipend. He proposed shifting the DA's retirement contributions from the County's 401(k) plan to

the Oregon Public Employees Retirement System (PERS), in light of recent legislative changes under HB 4045. This bill reclassifies the DA's PERS category to Police/Fire, aligning it with the earlier adjustments made for Deputy District Attorneys. This change would result in an annual increase of \$7,200 in payroll costs for the District Attorney's office. This item will be placed on the consent agenda for final approval for January 22<sup>nd</sup>.

Interim Manager Report:

Will Van Vactor announced that he received a letter from the Oregon Department of Forestry concerning the wildfire risk map. He expressed a desire to disseminate this information to the public and solicit their questions. The public has a 60-day period to file an appeal from the date the notice was issued. In addition, Mr. Van Vactor noted that there are three appointments needed for the COIC, COACT, and Regional Housing Council. Commissioner Hermreck is currently serving on COIC and has expressed interest in joining the Regional Housing Council as well, driven by her concern for children in need and the availability of resources for them. Although Commissioner Crawford will continue as the representative for Regional Housing, Commissioner Hermreck plans to participate actively to advocate for children's needs. She will also remain active on COACT.

Commissioner Updates:

Commissioner Barney reported on his attendance at a Zoom meeting with FEMA, where it was emphasized that many responsibilities fall to the counties rather than FEMA itself. He noted that there are significant demands and expectations placed on counties moving forward, particularly concerning what actions they need to take. There has been considerable pushback from various counties, especially regarding concerns about the necessity to amend code measure 56 to comply with these demands.

Commissioner Crawford discussed the financial challenges facing rural schools and the impact of reduced funding for forests on Crook County. He highlighted the significant losses the county has experienced in these areas.

At 10:29 a.m. the Board of Commissioners convened into Executive Session under the following statute(s): ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

**EXECUTIVE SESSION**

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

**MOTION** to delegate bargaining authority to the negotiating team as discussed in the Executive Session. Motion seconded by Commissioner Crawford. No discussion. Commissioner Crawford votes Aye, Commissioner Barney votes Aye, Commissioner Hermreck votes Aye. Motion carried 3-0.

**MOTION** to adjourn. Motion seconded by Commissioner Crawford. No discussion. Commissioner Crawford votes Aye, Commissioner Barney votes Aye, Commissioner Hermreck votes Aye. Motion carried 3-0.

There being no further business before the Board, the meeting was **adjourned at 11:56 a.m.**

Respectfully submitted,

**Sarah Puerner / Breyanna Cupp**

**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES  
OF JANUARY 22, 2025, REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Board of Commissioners met in a Regular Session on January 22, 2025, at 9:00 a.m. in the County Meeting Room located at 320 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Executive Administrative Assistant Sarah Puerner; Executive Assistant Breyanna Cupp; Legal Assistant Alex Solterbeck; Airport Manager Kelly Coffelt; County Manager Will Van Vactor; Road Superintendent Brad Haynes; Facilities Director James Preuss; Chris Cookston; Library Director Sarah Beeler; Ben Roche; Natural Resources Manager Tim Deboodt; Elsie Ray; Mona Glade; Assessor Jon Soliz; Ashley McCormick; Tawndy Byrd; and members of the public.

**REGULAR SESSION**

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

**Public Comment:** None

**Consent Agenda:**

1. Approve Minutes
2. OHA 2023-2025 Intergovernmental Agreement Amendment 14
3. Oregon Department of Emergency Management Grant Agreement
4. Jail Camera Replacement Bid Award
5. Request for Signature on CORE Grant Agreement for \$250K Airport Hangar Building Project
6. Enrollment of the District Attorney's stipend into PERS effective January 1

**MOTION** to approve the consent agenda as presented. Motion seconded by Commissioner Hermreck. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

**Discussion item #7: Airport Hangar Transfer from Suncreek Ranch, LLC to Coney:**

**Requester:** John Eisler

**Details:** Airport Manager Kelly Coffelt attended the Regular Session to address the transfer of a hangar from Suncreek Ranch, LLC to Michael Coney. The discussion included a termination of the existing lease with Suncreek Ranch, LLC, alongside the establishment of a new 20-year lease agreement and a Memorandum of Lease with Michael Coney. The hangar in question encompasses a leased area of 3,250 square feet

and an impact area of 4,196 square feet. The effective date for this transfer is scheduled for January 31st.

**MOTION** to accept the lease as presented for Michael Coney. Motion seconded by Commissioner Crawford. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

**Manager Report:**

Will Van Vactor discussed a Letter of Support for the Prineville Lake Acres 1 (PLA1) Special Road District's application for funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program. The proposed project aims to pave 13 miles of currently unpaved roads with asphalt. This initiative is crucial as it will address significant infrastructure needs within the community and greatly enhance safety, particularly in scenarios involving wildfires or other natural disasters. Additionally, Mr. Van Vactor provided an update on the FEMA issue, noting that a preliminary injunction has been filed. He mentioned that the court has set a tight briefing schedule, requiring defendants to respond within the week.

**MOTION** to approve the letter for the grant for PLA1. Motion seconded by Commissioner Hermreck. No discussion. Commissioner Crawford votes Aye, Commissioner Hermreck votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

**Commissioner Updates:**

Commissioner Crawford discussed the Wildfire Risk map and expressed his desire to collaborate with John Eisler on drafting a letter to present to the Emergency Operations Center (EOC) and the Association of Oregon Counties (AOC). He noted that there is support from some eastern counties for this letter. Crawford is also focusing on identifying high-risk lots in certain neighborhoods and areas. Additionally, he mentioned his involvement at the state level concerning funding and his plans to attend Oregon Fairs Day to secure funding. He is also collaborating with Tim Deboodt on Secure Rural Schools (SRS) funds for local roads and forest land management.

Commissioner Hermreck provided an update on her legislative efforts for Oregon's fairs. She noted that the fairgrounds recently received \$9 million, and she aims to lobby for an increase to \$20 million. The Livestock Sales Committee, along with 4H, will assist in financing these efforts. Additionally, the Oregon Forest Resources Institute (OFRI) and forestry services are implementing preventative measures in forest areas to enhance outdoor enjoyment in the mountains. On the Central Oregon Intergovernmental Council (COIC), she addressed security issues within the bus systems and is working towards finding solutions. On the Central Oregon Area Commission on Transportation (COACT), she is involved in transportation discussions with neighboring counties. Lastly, serving on the Central Oregon Health Council (COHC), she is focused on health impacts in the community and advocating for necessary funding.



Commissioner Barney mentioned that he is nearing completion of the final touches on the Justice Center, addressing various minor details and loose ends. He noted that James Preuss, the Facilities Director, is assisting in finalizing these tasks.

**Public Comment:** None

**MOTION** to adjourn the meeting. Motion seconded by Commissioner Crawford. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 9:17 a.m.**

Respectfully submitted,

**Sarah Puerner / Breyanna Cupp**

## AGENDA ITEM REQUEST



**Date:**

2/18/2025

**Meeting date desired:**

Feb 26, Mar 5

**Subject:**

Crook County Ambulance Service Plan

**Background and policy implications:**

Each county in Oregon is responsible for ensuring efficient and effective provision of ambulance services through the development and enforcement of an Ambulance Service Plan ([ORS 682.062](#)).

Seeking adoption of Crook County plan and associated Advisory Committee.

**Budget/fiscal impacts:**

None

**Requested by:**

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

**Presenters:**

Katie Plumb, Health & Human Services Director

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

Yes

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

# **Crook County, Oregon**



## **Ambulance Service Area Plan**

**260 NW 2<sup>nd</sup> Street  
Prineville, Crook County OR 97754**

Publication Date:

**Crook County, Oregon**

**Signature of Acceptance Page**

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Date Director Katie Plumb, Crook County Health & Human Services

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Date Commissioner Seth Crawford, Crook County

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Date Commissioner Brian Barney, Crook County

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Date Commissioner Susan Hermreck, Crook County

We, the above-signed officials, certify pursuant to Oregon Administrative Rule 333-260-0020 that:

1. Each subject or item contained in the Crook County Ambulance Service Area Plan has been addressed and considered in the adoption of the plan by this body.
2. In this governing body’s judgement, the Ambulance Service Areas established in the plan provide for efficient and effective provision of ambulance services.
3. To the extent they are applicable, the County has complied with Oregon Revised Statutes (ORS) 682.062 and 682.071 and existing local ordinances and rules.

## Record of Changes

Summary of Changes	Date
Document created	2008
Feedback received from Oregon Health Authority	12/2023
Created Cover Page	05/2024
Created Table of Contents	05/2024
Definitions – updated, added	05/2024
Updated Census information to reflect current status	05/2024
Updated “court” to “commissioners” to reflect current governance structure	05/2024
Updated “Mass Casualty Incident Plan” to include “Mass Care Plan and Medical Countermeasures Plan” to reflect Crook County Health & Human Services Current Emergency Response Plans, as well as referenced information within East Cascades Emergency Medical Services Council’s Central Oregon Mass Casualty Plan.	05/2024
Updated who maintains Crook County Emergency Response Plans and where they can be found	05/2024
Added Maps to plan aligning with their description, rather than in appendices for readability,	05/2024
Provided updates received from Oregon Health Authority, 12/2023	05/2024
Updated when ASA Committee was established (2009)	05/2024
Removed repetitive paragraphs	05/2024
Updated the status of Rager Emergency Services	05/2024
Replaced “Director of County Emergency Management” with “County Emergency Manager”	05/2024
Updated format	05/2024
Authority quick reference added	05/2024
Updated maps to remove ASA 1(a) with CC GIS	07/2024
Added information about authorized emergency transfers and servicing of special events by other Ambulance Service Providers	09/2024
Removed Geographic Legal Description of boundaries (narrative description aligns with requirements within OAR 333-260-0020), updated ASA (1) narrative description	09/2024
Removed requirement for EMS Director to hold an annual meeting due to it not being required in the OAR	09/2024
Updated list of representatives for Advisory Committee	09/2024
Updated information under Radio Communications, removed specific RX/TX due to possibility of changes between updates	09/2024
Removed phone numbers from specialized responses due to changes throughout time, removed non-existent and non-acting response partners.	09/2024
Added dispatch non-emergency number	09/2024
Update Courtroom/Sherrif’s Department address	02/2025
Replace “Health Department” with “Health and Human Services”	02/2025
Clarify role of Rager Emergency Services	02/2025

Change “Emergency Physician” to “Physician in active practice”	02/2025
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## Definitions

**“Advanced Life Support (ALS)”** means the maximum functions that may be assigned to Advanced Emergency Medical Technicians (AEMTs), EMT-Intermediates, or Paramedics in accordance with OAR 847-035-0030.

**“Advanced Emergency Medical Technician (AEMT)”** means a person who is licensed by Oregon Health Authority (OHA) as an Advanced Emergency Medical Technician.

**“Ambulance”** or **“Ambulance Vehicle”** means a privately or publicly owned motor vehicle, aircraft, or watercraft that is regularly provided or offered to be provided for the emergency transportation of individuals who are ill, injured, or have disabilities.

**“Ambulance Service”** includes the transportation of an individual who is ill, injured, or has a disability in an ambulance and, in connection therewith, the administration of prehospital and out-of-hospital medical, emergency, or non-emergency care, if necessary.

**“Ambulance Service Area (ASA)”** means a geographic area which is served by one ambulance service provider, and may include all or a portion of a county, or all or portions of two or more contiguous counties.

**“Ambulance Service License”** means the documents issued by the Oregon Health Authority (OHA) to the owner of an ambulance service when the service is to be found in compliance with ORS 682.017 to 682.991; OAR Chapter 333, Division 255 and these rules.

**“Ambulance Service Plan”** means a written document, which outlines a process for establishing a county emergency medical services system. This plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire county and by meeting the other requirements of these rules. Approval of this plan will not depend upon whether it maintains an existing system of providers or changes the system. For example, an plan may substitute franchising for an open-market system.

**“ASA Advisory Committee (Committee)”** means a committee formed to review standards, make recommendations to or set new standards for the Board of County Commissioners (Commissioners) for all matters regarding Emergency Medical Services (EMS) and review and make recommendations regarding the soundness of the ASA.

**“Basic Life Support (BLS)”** means the maximum functions that may be assigned to an Emergency Medical Responder (EMR) or Emergency Medical Technician (EMT) in accordance with OAR 847-035-0030.

**“Communications System”** means two-way radio communications between ambulances, dispatchers, hospitals, and other agencies as needed. A two-channel multi-frequency capacity is minimally required.



**“Crook County Commissioners”** means the elected officials that have jurisdiction over the Crook County ASA Plan.

**“Emergency Care”** means the performance of acts or procedures under emergency conditions in the observation, care, and counsel of persons who are ill, injured, or who have disabilities in the administration of care or medications prescribed by a licensed physician or naturopathic physician, insofar as any of these acts based upon knowledge and application of the principles of biological, physical, and social science as required by a completed course utilizing an approved curriculum or prehospital emergency care. “Emergency Care” does not include acts of medical diagnosis or prescription of therapeutic or corrective measures.

**“Emergency Medical Service (EMS)”** means those pre-hospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue and ambulance services, patient care, communications and evaluation.

**“EMS Medical Director”** or **“Supervising Physician”** means a physician licensed under ORS 677.100 to 677.228 actively registered and in good standing with the Oregon Medical Board, who provides direction of emergency or non-emergency care provided by emergency medical services providers.

**“Emergency Medical Technician”** means a person who is licensed by Oregon Health Authority (OHA) as an Emergency Medical Technician.

**“Emergency Medical Technician – Intermediate (EMT-Intermediate)”** means a person who is licensed by the Oregon Health Authority as an EMT-Intermediate.

**“Emergency Medical Services Provider”** means a person who has received formal training in prehospital and emergency care, and is licensed to attend to any person who is ill, injured, or has a disability.

**“Effective Provision of Ambulance Services”** means ambulance services provided in compliance with is Ambulance Service Plan provisions for boundaries, coordination and system elements for provider selection. Services of secondary providers must be considered as having been provided by the franchise holder for the purpose of evaluating the performance of the assigned ambulance provider.

**“Health Officer”** means the Crook County Health Officer.

**“Intermediate Life Support (ILS)”** means the maximum functions that may be assigned to EMT-Intermediates in accordance with OAR 847-035-0030.

**“License”** means those documents issued by the Oregon Health Authority to the owner of an ambulance service and ambulance, when the service and ambulance are found to be in compliance with ORS 682.017 to 682.991 and OAR Chapter 333, Division 255.

**“Notification Time”** means the length of time between the initial receipt of the request for emergency medical service by either a provider or a Public Safety Answering Point (PSAP), and the notification of all responding emergency medical service personnel.

**“Oregon Administrative Rules (OAR)”** means the regulations that state agencies adopt to carry out statutes from the Legislature.

**“Oregon Revised Statutes (ORS)”** means the laws enacted by the legislature and governor, or passed by a vote of the people through the initiative process.

**“Owner”** means the person having all the incidents of ownership in an ambulance service or an ambulance vehicle where the incidents of ownership are in different persons, the person, other than a security interest holder or lessor, entitled to the possession of an ambulance vehicle or operation of an ambulance service under a security agreement for a lease for a term of 10 or more consecutive days.

**“Paramedic”** means a person who is licensed by the Oregon Health Authority as a Paramedic.

**“Patient”** means a person who is ill, injured, or has a disability and receives emergency or non-emergency care from an emergency medical services provider.

**“Provider”** means any public, private, or volunteer entity providing Emergency Medical Services.

**“Provider Selection Process”** means the process established by the county for selecting an ambulance service provider or providers.

**“Public Safety Answering Point (PSAP)”** means a communications facility established as an answering location for emergency calls originating within a 9-1-1 service area.

**“Quick Response Team (QRT)”** means an agency that provides initial response and basic life support care without transportation capabilities by certified First Responders.

**“Response Time”** means the length of time between the notification of each provider and the arrival of each provider’s emergency medical service unit(s) at the incident location.

**“Secondary Provider”** means a provider of EMS which operates in support of assigned ambulance service providers. Secondary providers must meet or exceed the quality and performance standards required of the ambulance service franchise holder and be approved by the Commissioners.

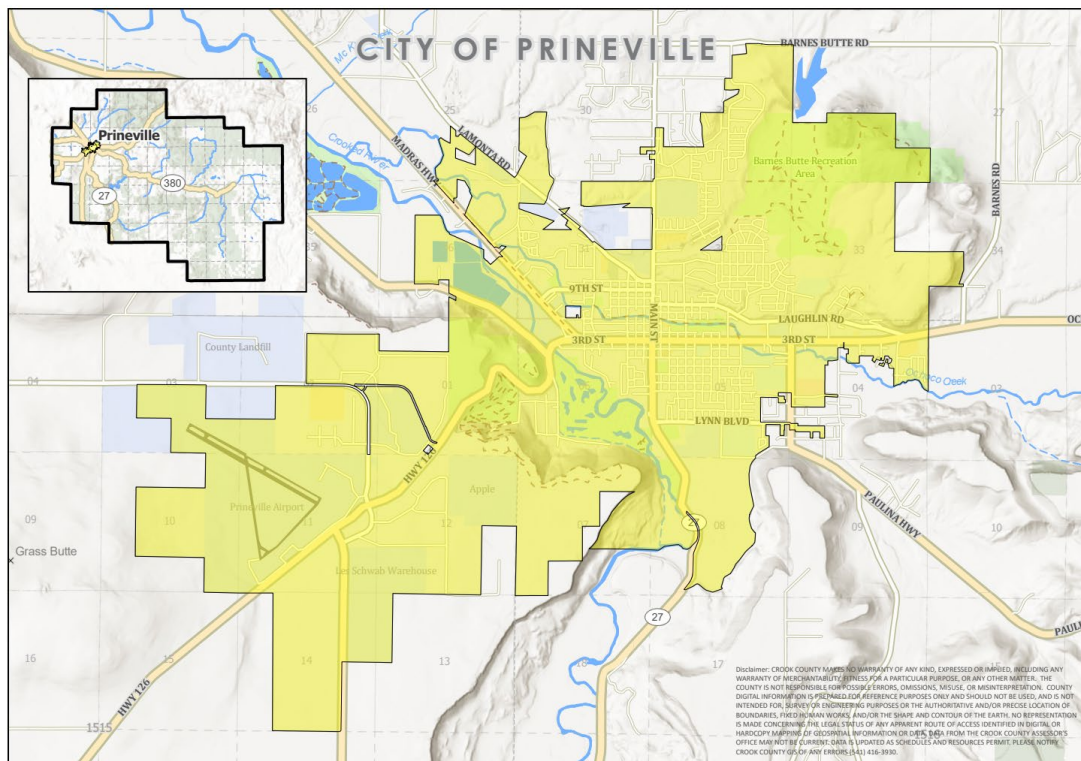
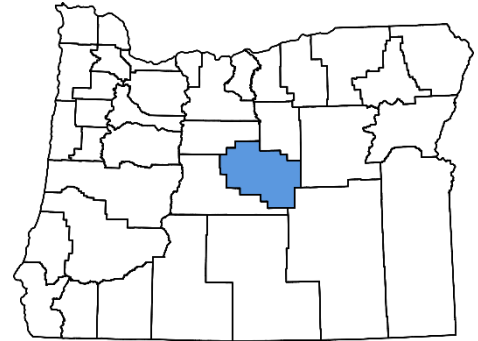
**“System Response Time”** means the elapsed time from when the PSAP receives the call until the arrival of the appropriate provider unit(s) on the scene.

## Authorities & References

Statute or Rule	Quick Reference
ORS Chapter 192	Records; Public Reports and Meetings
ORS Chapter 677	Regulation of Medicine, Podiatry and Acupuncture
ORS 682.017-682.991	Regulation of Ambulance Services and Emergency Medical Services Providers
ORS 682.062	County Plan for Ambulance and Emergency Medical Services; Rules
ORS 682.071	Exchange of Services Agreement for Ambulance and EMS
OAR 333-255-0060	Ground Ambulance Vehicle Construction Criteria for Initial Licensure
OAR 333-255-0070	Ground Ambulance Staffing and Response Requirements
OAR 333-255-0072	Ground Ambulance Equipment Requirements
OAR 333-260-0020	Procedures for Adoption and Approval of Ambulance Service Plans
OAR 847-035-0025	Emergency Medical Services Providers and Supervising Physicians/Medical Director; Supervision
Crook County Ordinance Chapter 5.16.090-120	Application for Ambulance Franchise, Existing Ambulance Service Providers, Review of Application for Franchise, Action on Application for Franchise

## Overview of Crook County

Crook County is located in the geographic center of the state. The county is bordered on the west by Deschutes and Jefferson Counties, on the north by Jefferson and Wheeler Counties, on the east by Grant and Harney Counties, and on the south by Harney and Deschutes Counties. Crook County covers 2,978 square miles. The population in Crook County as of the 2023 Census was 26,952. The County Seat, the City of Prineville, as of the 2022 Census was 11,497 which is at the junction of U.S. Highway 26 and State Route 126. Crook County also consists of Post, Paulina, Powell Butte, and other unincorporated populated areas. The majority of Crook County’s population lives within a ten-mile radius of Prineville. Additional information about Crook County can be found on the United States Census Bureau website <https://www.census.gov/quickfacts/fact/table/crookcountyoregon/PST045222>.



## Crook County ASA Plan

### County Seat

The Crook County Courthouse is located at 260 NW 2nd Street, Prineville, OR 97754

Website: <https://co.crook.or.us/>

Established: October 24<sup>th</sup>, 1882

Elevation: 2,868 feet

Assessed Value: \$3,127,764,578 as of the 2023 Tax Year

Forest products, agriculture, technology, advanced manufacturing, livestock, and recreation provide the basis of the county's economy.

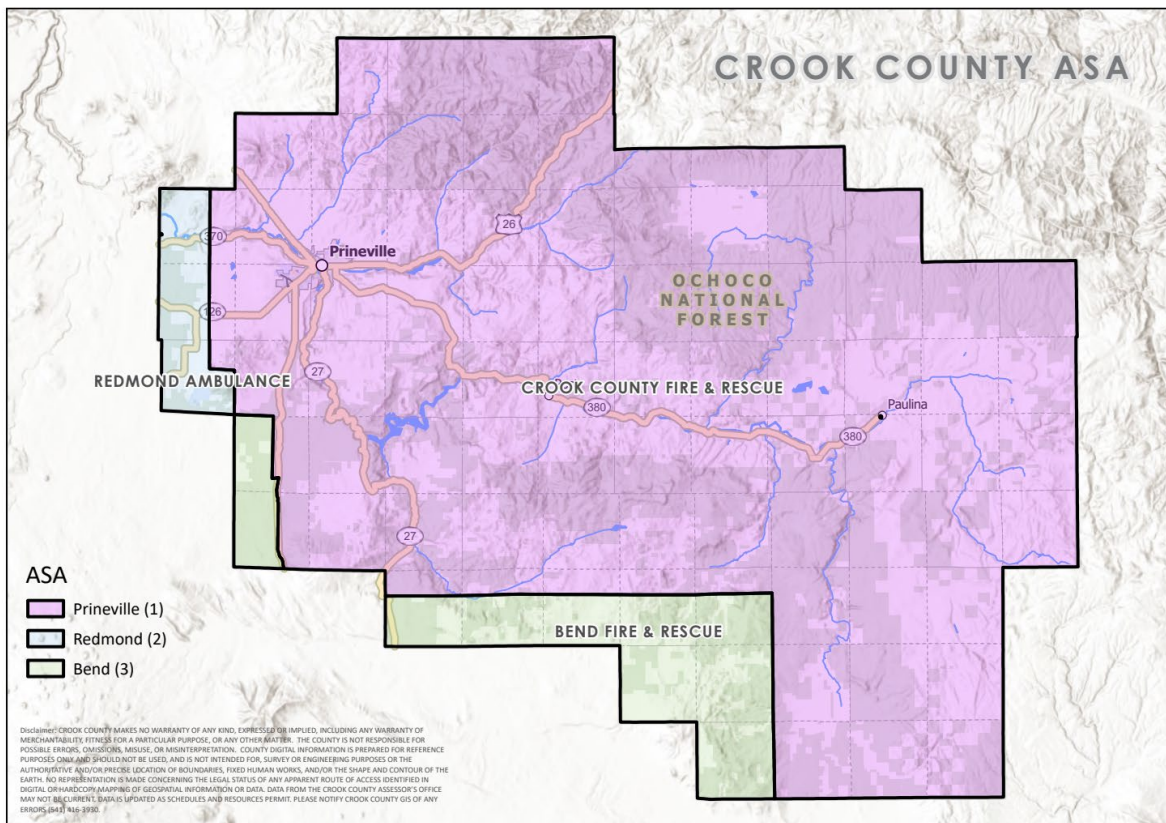
Crook County has many natural barriers, this includes mountains, lakes, rivers, wilderness, and large roadless areas. A large number of roads are gravel or dirt. In remote areas, some medical evacuations may require air ambulance resources or assistance from Search and Rescue personnel. Ambulance service area boundaries, for the most part, were established several years ago by prehospital care providers in the region and have proven effective.

# Boundaries

Crook County is divided into three separate Ambulance Service Areas covering the entire 2,978 square miles of Crook County. Most of the ASA areas are comprised of either the Ochoco National Forest or Bureau of Land Management lands.

## The three ASAs are:

1. Prineville Area
2. Powell Butte Area west of Reif Road
3. Southwest Corner of Crook County West of Millican Road and the southwest corner of Crook County north of Brothers.



### **Ambulance Service Area 1**

ASA (1) is assigned to Crook County Fire and Rescue. ASA (1) covers roughly 88% of Crook County and the boundary starts in the northwest Corner at the northern bounds of TR 1414 between Section 03 and 02. From the northern bounds of TR 1414 between Section 03 and 02 heading south 14.12 miles until the eastern half quarter of TR 1614 Section 15. East 2 miles until the western bounds of TR 1615. South until the county boundary and the southwest corner of TR 1615. East 3 miles until OHV trail 10 (0.17 miles east of the northwest corner of TR 1715 Section 03). South roughly following OHV trail 10 and a set of transmission lines until Reservoir Road. Follow Reservoir Road east until George Millican Road. Follow George Millican Road south until the county boundary (approximately 270 feet east of the southeast corner of TR 1815 Section 34. East along the county boundary until the Crooked River Highway. South until the southwest corner of TR 1917 Section 07. Eastward ASA (1) covers the northern 2 sections of TR 1917, 1918, 1919, 1920, and 1921. South until the most southernly edge of the county boundary between TR 2121 and 2122. ASA (1) covers all lands eastward. The bounds follow the county line until the beginning description point.

### **Ambulance Service Area 2**

ASA (2) is assigned to Redmond Fire and Rescue. ASA (2) covers roughly 2.5% of Crook County and the boundary starts in the northwest corner of TR 1414 Section 06, heading south approximately 11.88 miles to the southwest Corner of TR 1514 Section 31. East 0.25 miles to the northwest Corner of TR 1614 Section 06. South 5.5 miles to the southwest corner of TR 1614 Section 31. East 5.75 miles to the southwest corner of TR 1614 Section 36. North 3.5 miles to the Eastern half quarter of TR 1614 Section 13. West 2 miles to the western half quarter of TR 1614 Section 14. North approximately 14.13 miles until the County boundary and the northern boundary of TR 1414 between Section 03 and Section 02. Then west 4 miles until the beginning description point.

### **Ambulance Service Area 3**

ASA (3) is assigned to Bend Fire and Rescue. This area covers roughly 9% of Crook County. It includes the first portion of west George Millican Road, starting at the northwest corner of TR

## Crook County ASA Plan

1715, east along the section line to the high-tension powerlines in TR 1715 Section 03, then south along the powerlines to Reservoir Road; then along Reservoir Road to the intersection of Reservoir Road and southwest George Millican Road in TR 1715 Section 27; then in a southern direction along George Millican Road along the Deschutes and Crook County border, then west along the Deschutes and Crook County border following the border back to the starting location. The second portion of ASA (3) starts in the southwest corner of TR 1917 Section 07 at the Deschutes and Crook County border, heading east along the section line to the southwest corner of TR 1922 Section 07, then south along the section line to the Deschutes and Crook County border, then west along the Deschutes and Crook County border to the starting location.



## System Elements

### Response Limitations

Heavily forested, mountainous terrain and severe winter weather conditions in Crook County present difficult access and long response time to ground ambulances. In situations where these conditions are present when an urgent response is indicated, the PSAP will work with the nearest appropriate agencies and resources, and at their request, place on standby or activate rotary-wing air ambulances. Crook County Search and Rescue may also be activated to assist with an incident.

In addition, a tiered response system is used to provide the best available patient care when maximizing available resources. It is critical to consider scarcity as well as expense when requesting initial response resources. Some frontier areas have medical response personnel, considered a “Quick Response Team” (QRT), allowing for improved initial care and early on-scene size-ups that can relay patient information and clarifying the need for continued response. Rager Emergency Services serve as one such medical provider in Crook County. Rager Emergency Services provides pre-hospital care before the arrival of an ambulance under supervision of a Medical Director. Rager does not provide emergency transportation services.

In some instances, for various reasons, a secondary provider or an ambulance service provider from an adjoining county’s ASA could respond quicker to an incident. This would be covered under a signed Mutual Aid Agreement (MAA) and would be at the discretion of the PSAP.

### 9-1-1 Dispatched Calls & Pre-Arranged Non-Emergency Transfers

An ASA Provider operating in Crook County must provide services and required life support levels for all 9-1-1 dispatched calls. ASA Providers will acknowledge and respond to 9-1-1 dispatched calls according to standards set forth in this plan. Pre-arranged and non-emergency transfers and interfacility transfers will be handled as crews are available. However, an ambulance service operating in Crook County may decide, based on limited workforce and financial resources, not to handle non-emergency transfers and interfacility transport. It is the

responsibility of the hospital or facility requesting non-emergency and inter-facility transfers to locate an alternate ambulance service. Each ASA Provider is authorized to permit, by written agreement, non-emergency and interfacility ambulance transports of stable patients originating within that territory by another licensed Ambulance Service Provider. Such authorization will last no longer than the term of the written agreement, or until the current ASA Provider ceases operations.

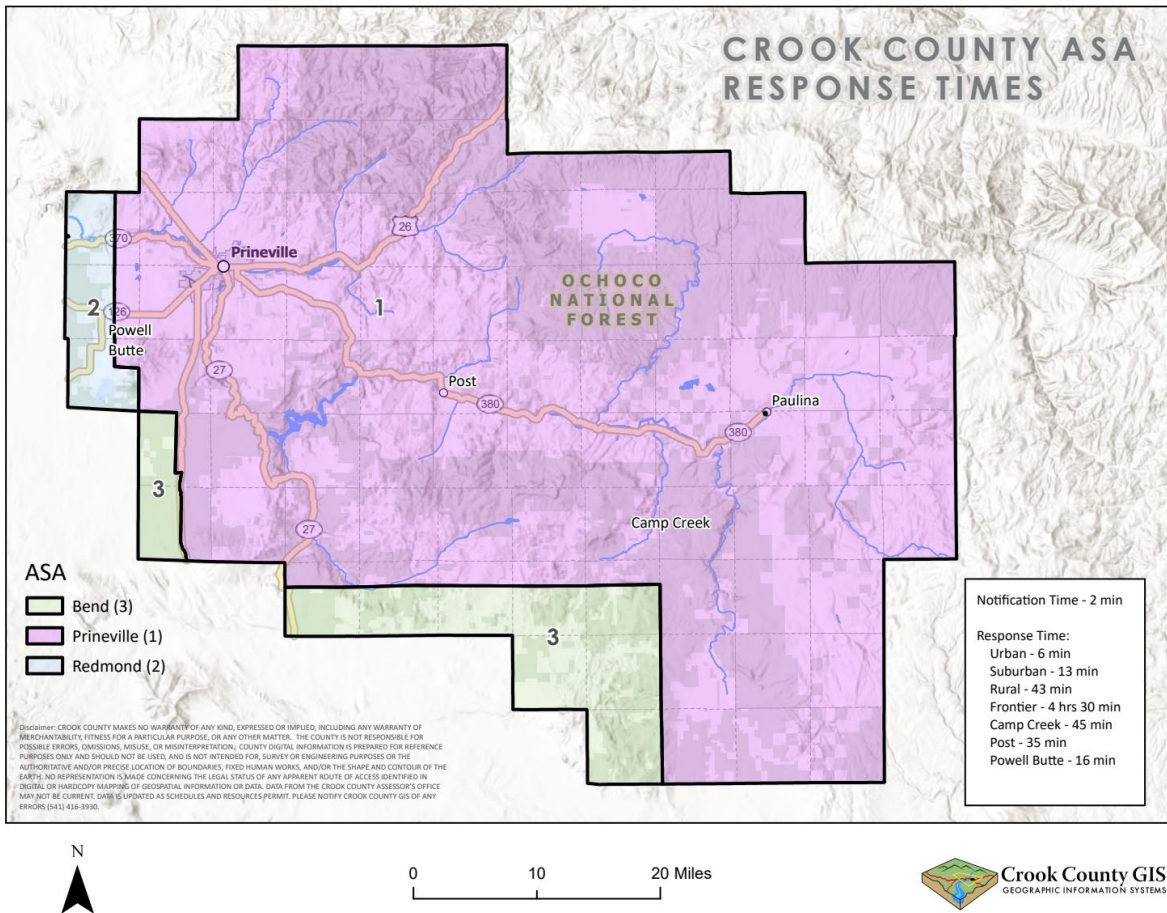
In cases of special events in Crook County, the ASA Provider may grant permission to another licensed Ambulance Service Provider for the purpose of servicing special events or occasions. Permission must be set forth in writing and state the duration of the event or occasion and whether ambulance transport will be permissible.

**Response Times**

The Crook County ASA system response times must be as depicted on the Crook County Time Zone Map 90% of the time, barring inclement weather or other extraordinary conditions or circumstances.

Notification times for ambulances must be within two (2) minutes for 90% of the calls.

Location	Provider Response Times	System Response Times
Urban	6 minutes	8 minutes
Suburban	13 minutes	15 minutes
Rural	43 minutes	45 minutes
Frontier	4 hours, 28 minutes	4 hours, 30 minutes



Monitoring of notification and response times will be accomplished by the following:

1. Information received from the public, PSAP, prehospital care providers, hospitals, or county EMS administration.
2. Types of information received are written or verbal complaints, patient care report forms, radio transmission tapes, notification and response time incident cards, trauma registry forms, etc.

### Level of Care

An ambulance operating in Crook County and providing Basic Life Support (BLS) level care must consist of a qualified driver, at least one certified EMT. The EMT must always be with the patient in the patient compartment of the ambulance.

## Crook County ASA Plan

An ambulance operating in Crook County and providing Intermediate Life Support (ILS) level care must consist of one certified EMT and one certified EMT-Intermediate. The EMT-Intermediate must always be with the patient in the patient compartment of the ambulance whenever intermediate level care is required or rendered.

An ambulance operating in Crook County and providing Advanced Life Support (ALS) level care must consist of an EMT and a Paramedic. The Paramedic must always be with the patient in the patient compartment of the ambulance when ALS care is required or being rendered.

### **Personnel**

All ASA providers in Crook County must staff licensed ambulances with licensed personnel in accordance with OAR 333-255-0070 and OAR 333 Division 265.

The practice of staffing an ambulance on a part-time basis with EMS providers licensed to a higher level of care than is possible at other times does not construe a requirement that the ambulance provide the same level of care on a regular basis.

### **Medical Supervision**

Each EMS agency utilizing EMS providers must be supervised by a physician licensed under ORS Chapter 677, actively registered and in good standing with the Board of Medical Examiners as a Medical Doctor (MD) or Doctor of Osteopathic Medicine (DO). The physician also must be approved by the Oregon Medical Board as an EMS Medical Director.

Each EMS agency or ambulance service may have its own EMS Medical Director.

The EMS Medical Director must:

1. Comply with the requirements listed in OAR 847-035-0025;
2. Designate an EMS coordinator who will conduct case reviews in the physician's absence and send summaries of the reviews and problems identified and proposed problem resolution to the physician; and

3. Provide or authorize at least one case review meeting for all EMS Providers quarterly.

### **Patient Care Equipment**

Patient care equipment must meet or exceed the Oregon Health Authority's requirements as specified in ORS 682.017 to 682.991 and OAR 333-255-0072. The ambulance service provider must maintain a list of equipment for their ambulances, which will be furnished to the Commissioners upon their request.

### **Vehicles**

All ambulances must be either Type I, II, or III and be licensed by the Oregon Health Authority. All ambulances must meet or exceed the requirements as set forth in ORS 682.017 to 682.991 and OAR 333-255-0060. An up-to-date list of each provider's ambulance will be furnished to the Commissioners upon their request.

### **Training**

The ambulance service provider in Crook County may provide assistance (via tuition, exam fees, textbooks, etc.) for prospective ambulance personnel taking initial Emergency Medical Provider training and continuing medical education which meets recertification standards specified by the Oregon Health Authority. Ambulance Service provider license renewal and continuing medical education will be obtained through in-house training programs and seminars that are sponsored by local EMS agencies or teaching institutions. When classes are not available within the county, it may require an individual to augment their continuing education by attending classes, workshops, and conferences outside of the ASA and/or county.

## **Advisory Committee**

### **Quality Assurance**

In order to ensure the delivery of efficient and effective pre-hospital emergency medical care, an EMS quality assurance program is established through an Ambulance Service Area Advisory Committee.

### **Structure**

“Crook County Ambulance Service Area Advisory Committee” consists of representative(s) from each of the following agencies or organizations:

1. EMS Medical Director who is a Physician in active practice
2. Ambulance Service Provider(s)
3. City of Prineville
4. Crook County Sheriff’s Office
5. Crook County Health & Human Services
6. Member(s) of the Community

The principal function of the Committee is to monitor EMS systems within Crook County and will convene as needed.

### **Review Process**

The Commissioners, in order to ensure the delivery of the most efficient and effective prehospital emergency care possible with the available resources, has directed that the ASA Advisory Committee be established.

Quality assurance in Crook County will be accomplished through frequent case review and periodic review by the EMS Medical Director and/or ambulance governing bodies. Complaints regarding violation of this ASA Plan or questions regarding prehospital care provided must be submitted in writing to the Commissioners and forwarded to the Committee. The Committee will then review the matter and make recommendations or changes on such complaints or questions

to the Commissioners. Ongoing input may be provided by consumers, providers, or the medical community to any Commissioner or member of the of the Committee. This individual, in turn, will present the complaint, concern, or suggestion to the Commissioners for consideration.

### **Problem Resolution**

Problems involving protocol deviation by EMS Providers or dispatchers must be referred to the respective medical director or dispatch supervisor. Problems involving a non-compliant provider must be referred to the Commissioners. The Commissioners may seek background data and recommendations from the Committee in such instances. However, any member of the Committee who may have a conflict of interest in the matter must declare such conflict and refrain from participating in providing any recommendations.

### **Sanctions for Non-Compliant Personnel or Providers**

Upon a recommendation by the Committee or upon its own motion, the Commissioners may suspend or revoke the assignment of an ASA based on a finding that the provider has:

1. Willfully violated provisions of an ordinance, the Crook County ASA Plan, or provisions of the State or Federal laws and regulations; or
2. Materially misrepresented facts or information given in the application for assignment of an ASA or as part of the review of performance of service furnished by the provider.

In lieu of the suspension or revocation of assignment of an ASA, the Commissioners may order that the violation be corrected and make the suspension or revocation contingent upon compliance with the order, within the period of time stated. Notice of the Commissioner's action will be provided to the holder of the assignment which must specify the violation, the action necessary to correct, the violation and date by which action must be taken. If the holder of assignment fails to take corrective action within the time required, the Commissioners will notify the holder that the assignment is suspended or revoked upon receipt of the notice.

Individuals receiving a notice of assignment, denial, suspension, revocation, or contingent suspension of an ASA may request a hearing before the Commissioners by filing a written

request for a hearing within fourteen (14) days of the decision. The request must set forth reasons for the hearing and issues proposed to be reviewed. The filing of a hearing request must stay the action, pending the hearing and finalized determination of the decision, unless a change is required due to an immediate hazard to public safety. The Commissioners will set a time and place for the hearing, and within fourteen (14) days after the conclusion of the hearing, the Commissioners will affirm, reverse, or modify its original decision.

**Penalties**

Any person who violates any provision of this ASA Plan or County Ordinance is guilty of a violation. Failure from day-to-day to comply with the terms of this ASA Plan or Ordinance must be a separate offense for each such day. Failure to comply with any provision of the Ordinance must be a separate offense for each such provision.

Nothing in this plan is intended to revoke the authority of the Oregon Health Authority regarding penalties for non-compliant personnel or providers under state rules, orders, or laws. The Commissioners reserve the right to enforce monetary and civil penalties on any ASA provider failing to maintain compliance with this plan. Violations of the provisions of this ASA Plan or Ordinance are punishable, upon conviction, by a fine of no more than Five Hundred Dollars (\$500) per day per violation.



## **Coordination**

### **Authority for Ambulance Service Area Assignments**

The Commissioners have authority to assign an ASA with Crook County in compliance with ORS 682.017 to 682.991. Applications by new providers and requests for assignment change or revocation will be considered for approval if they will improve efficient service delivery and benefit public health, safety, and welfare. Cities have the authority to develop and apply ambulance licensing ordinances within their jurisdictional boundaries – nothing in this plan is intended to revoke that authority.

Future updates to this plan and proposals for assignment changes will be the responsibility of the Commissioners. The Commissioners will receive all requests for changes and present those requests to the Committee for their review and recommendations. Upon completing their review, the Committee will present their recommendations to the Commissioners. In addition, the Commissioners have the authority to review service providers' records and initiate an assignment change or service area revocation. For the purposes of this plan, the Commissioners recognize the Committee as an advisory group.

The Crook County ASA Plan was prepared with a great deal of input from all county pre-hospital care providers. The plan requires that the ambulance service providers maintain service records in order for the County to carry out its ASA Plan responsibilities.

### **Administering Entity**

The Crook County ASA Advisory Committee was established with the adoption of the initial version of this plan (2009). The Committee will serve as the principal entity to administer and accept written proposals for amendments to this plan. The Committee will be activated at any time a concern is submitted, in writing, to the Commissioners, or when deemed appropriate by the Committee.

## Crook County ASA Plan

This Committee, as with any governmental body, will be subject to the Oregon Open Meeting Law (ORS Chapter 192), but may temper its activities, within legal limits, according to the sensitivity of the EMS matter involved. Appeals from the Commissioners, in any case where the Commissioners would otherwise have the final decision at the county level, must be directed to the appropriate state regulatory agency, or a Circuit Court, as appropriate.

The Committee will submit a brief written report of its activities or recommendations periodically to the Commissioners.

Existence of this Committee will:

1. Prevent needless attention of state regulatory agencies to problems that can be resolved locally;
2. Increase local awareness of potential problems that may exist; and
3. Increase the awareness of ambulance medical directors regarding area concerns and activities.

### **Mutual Aid Agreements (MAAs)**

Each ambulance service provider must have in place a mutual aid agreement (MAA) with the other providers in the county and with other providers in adjoining counties to respond with needed personnel and equipment in accordance with the agreement.

All requests for mutual aid must be made through the appropriate PSAP. All MAAs will be reviewed annually and modified as needed by mutual consent of all parties. MAAs can be accessed in the agency's administration office.

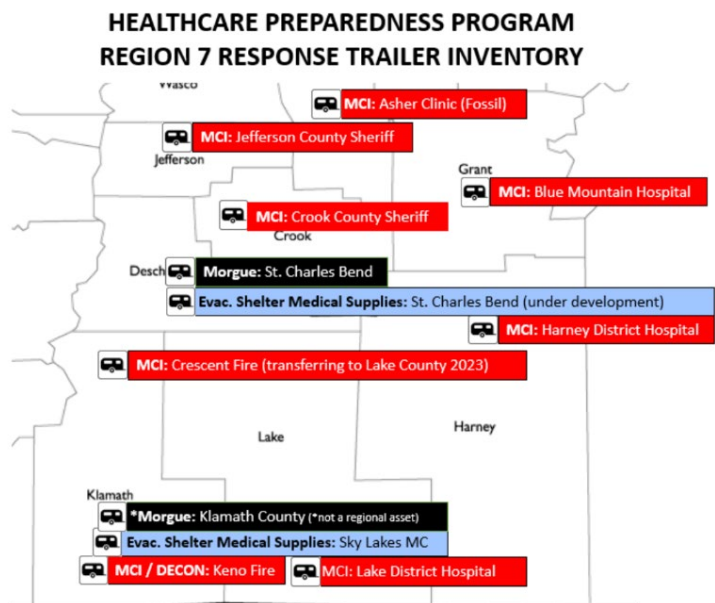
### **Disaster Response**

The Committee will coordinate the EMS medical function of disaster planning with any formal Emergency Operations Plan developed by the Crook County Emergency Manager or other Crook County authorities.

## Crook County ASA Plan

The Mass Care and Medical Countermeasures Plans are maintained by Crook County Health & Human Services Public Health Emergency Preparedness Coordinator, and include specific information about county response to Mass Casualty Incidents (MCIs). A copy of each of these plans can be found in the Public Health Emergency Preparedness Coordinator's Office, Public Health Director's Office, as well as the County Emergency Manager's Office. East Cascades Emergency Medical Services Council's Central Oregon Mass Casualty Plan can be found on the East Cascade's Emergency Medical Services website, which is currently housed at <https://eastcascadeems.org/protocols>.

Crook County maintains a Mass Casualty Incident Trailer which is located at the Crook County Emergency Operations Center (EOC). There is also a Morgue Trailer located at the St. Charles Hospital in Bend. Crook County Health & Human Services can monitor inventories of resources stored at hospitals, including hospital bed capacity, through the Oregon Capacity System (OCS) webpage.



The purpose of the Mass Care and Medical Countermeasures Plans include providing guidance to emergency response personnel in the coordination of response activities relating to MCIs in Crook County. These plans are intended to be used when any single incident or combination of incidents deplete the resources of any single provider or providers during the normal course of operations or at the request of the Health Officer.

The purpose of the East Cascades Emergency Medical Services Council's Central Oregon Mass Casualty Plan is to provide guidance and structure during a Mass Casualty Incident, including providing a coordinated and unified response by multiple agencies and facilities in order to avoid

overwhelming any single agency or facility during an MCI. The proper use of the plan should ensure the adequate care and orderly distribution of patients to appropriate hospitals.

The Committee may periodically review the Crook County Health & Human Services. Mass Care and Medical Countermeasures Plans as well as the East Cascades Emergency Medical Services Council's Central Oregon Mass Casualty Incident Plan in relation to Emergency Medical Services and provide revisions to the Public Health Emergency Preparedness Coordinator to meet the County's needs within Crook County Health & Human Services plans. Following the review and changes, the County Emergency Manager will be asked to update the reflected changes in coordination with the Public Health Emergency Preparedness Coordinator within the County Emergency Operations Plan (EOP).

### **Medical Emergencies**

In the event of a medical emergency in an inaccessible or remote location, the County Emergency Manager who coordinates Search and Rescue Operations will determine the appropriate deployment of resources.

The EMS Provider in charge at the scene will have overall responsibility for patient care; they will work closely with the Incident Commander (IC). The on-scene command frequency and staging area will be determined by the IC. The appropriate PSAP will advise responding units of the staging area location.

The EMS Provider on the first EMS unit to arrive at the scene will become the triage officer and:

1. Assess the nature and severity of the incident;
2. Advise appropriate PSAP of the situation;
3. Request appropriate fire and police services, if not already at the scene;
4. Request initiation of EMS mutual aid, as needed;
5. Alert the area hospital of the situation; and
6. Establish and organize the transportation of all injured or ill patients.

Additional EMS units arriving on the scene will:

1. Check in with the IC
2. Conduct needed response, as trained and equipped;
3. Provide emergency medical care and transport patient(s) to the appropriate hospital(s).

### **Specialized Responses**

Emergency medical response calls may require specialized equipment and specially trained personnel. These calls include, but are not limited to, hazardous materials calls, search and rescue requests, and extrication.

Response to a terrorism-related event would be coordinated through the respective law enforcement, fire, and ambulance service utilizing the National Incident Management System (NIMS). Emergency Operations Plans can be activated to assist with response to events but the primary lead agency for non-medical response would be the respective law enforcement agency.

### **County Resources Other than Ambulances**

When resources other than ambulances are required for the provision of emergency medical services during a disaster, a request for additional resources must be made through the appropriate PSAP to the County Office of Emergency Management.

The County Emergency Manager will work with Incident Command coordinating all EMS resources any time that the Mass Care Plan or Medical Countermeasures Plan is implemented. The County Emergency Manager will work with local agencies, departments, and governments to coordinate necessary resources during any implementation of the Mass Care Plan or Medical Countermeasures Plan, or Central Oregon Mass Casualty Plan in relation to mass casualty incidents.

### **Out of County Resources**

When resources from outside of Crook County are required for the provision of emergency medical services during a disaster, a request for those resources will be made through the appropriate PSAP to the County Office of Emergency Management.

### **Supporting Response Agencies**

The following personnel and equipment resources are available to support the ambulance service provider:

- AirLink (Rotary-Wing Air Ambulance & Fixed-Wing Air Ambulance) – Bend, Oregon
- LifeFlight (Rotary-Wing Air Ambulance) – Redmond, Oregon
- Oregon Air National Guard – Oregon
- Jefferson County Fire & EMS (Ground Ambulance) – Madras, Oregon
- Redmond Fire & Rescue (Ground Ambulance) – Redmond, Oregon
- Bend Fire & Rescue (Ground Ambulance) – Bend, Oregon
- Mitchell Volunteer Ambulance – Mitchell, Oregon
- Oregon HazMat Region 13 – Salem, Oregon

The following personnel and equipment resources are available to support the ambulance service provider regarding hazardous materials and search and rescue needs:

- Crook County Fire & Rescue (HAZMAT, Extrication) – Prineville, Oregon
- Redmond Fire & Rescue (HAZMAT, Extrication) – Redmond, Oregon
- Bend Fire & Rescue (Extrication) – Bend, Oregon
- Oregon Emergency Response System (HAZMAT) – Salem, Oregon
- Crook County Sheriff (Search & Rescue) – Prineville, Oregon
- Jefferson County Sheriff (Search & Rescue) – Madras, Oregon
- Deschutes County Sheriff (Search & Rescue) – Bend, Oregon
- Wheeler County Sheriff (Search & Rescue) – Fossil, Oregon
- Oregon State Police – Bend, Oregon
- Oregon Civil Air Patrol – Eugene, Oregon
- Oregon Air National Guard (Specialized Rescue) – Oregon
- Crook County Road Department (Extrication – Heavy Equipment) – Prineville, Oregon

The majority of Search and Rescue within Crook County is provided by the Crook County Sheriff's Office through the Office of Emergency Management. They are on-call and available on a 24-hour basis. In many instances, Search and Rescue will act as first responders in remote areas that are inaccessible to conventional ambulances.

## Crook County ASA Plan

Search and Rescue teams have direct radio contact with all local ambulances, hospitals, Air Ambulances, and the PSAP. In winter months, Search and Rescue will respond to remote areas covered with snow and not accessible by the usual ambulance service. When advanced life support is requested, Search and Rescue will transport the ambulance crews to the patient.

### **Emergency Communications**

Crook County 9-1-1 is the PSAP for Crook County. This center will receive all emergency service requests in Crook County. Individuals with access to telephone service will have access to the communications center by dialing 9-1-1, or the non-emergency line 541-447-4168. Upon receipt of a request, all emergency responders in Crook County are dispatched by Crook County 9-1-1.

The appropriate personnel must be notified by the dispatcher via radio within two (2) minutes of receipt of a call 90% of the time. Rager Emergency Services activation requires phone contact with a Rager Emergency Services volunteer.

The dispatcher will obtain from the caller, and relay to the first responders the following:

1. Location of the incident;
2. Nature of the incident; and
3. Any specific instructions or information that may be pertinent to the incident.

EMS personnel will inform the dispatch center by radio when any of the following occurs:

1. They are in-service;
2. They are in-route to the scene or destination and the type of response;
3. Arrival on scene;
4. If they are transporting patient(s) to the hospital or medical facility, the number of patients and the name of facility; and
5. Arrival at receiving facility.

## Crook County ASA Plan

Ambulance personnel will inform the receiving hospital at the earliest possible time of the following:

1. Unit identification number;
2. Age and sex of each patient;
3. Condition and chief complaint of each patient;
4. Vital signs of each patient;
5. Treatment rendered; and
6. Estimated time of arrival.

### **Radio System**

The PSAP will:

1. Restrict access to authorized personnel only;
2. Meet Oregon State Fire Marshal standards;
3. Maintain radio consoles capable of communication directly with all first response agencies dispatched by them;
4. Maintain radio logs which contain all information required by the Federal Communications Commission (FCC) and Oregon Revised Statutes;
5. Utilize plain language or 12-code; and
6. Be equipped with a back-up power source capable of maintaining all functions of the center.

Each ambulance service provider will equip and maintain in each ambulance a transceiver that allows communications with the appropriate dispatch center and with all area hospitals (HEAR System). Each ambulance crew will also have at least one hand held radio with the same capabilities.

Providers are dispatched by the Crook County 9-1-1 via radio, excluding Rager Emergency Services. Unless specifically determined by the nature of the call (i.e., non-emergency patient transfer) the appropriate level of ambulance staffing available at that time will be dispatched. Other resources (i.e. police) will be dispatched as deemed appropriate.



**Emergency Medical Services Dispatcher Training**

Communications Center dispatchers must successfully complete an Emergency Medical Dispatch (EMD) training course as approved by the Oregon Department of Emergency Management (OEM) and Oregon Department of Public Safety Standards and Training (DPSST). All EMS dispatchers are encouraged to attend any class, course, or program which will enhance their dispatching abilities and skills.

## **Provider Selection**

### **Initial Assignment of Existing Ambulance Service Providers**

Providers assigned to the ASA must meet the standards contained within this plan – specifically, those standards outlining efficiency and effectiveness. Crook County is administering the 2024 ASA Plan with the established ambulance service providers, which include ASA 1 assigned to Crook County Fire and Rescue, ASA 2 assigned to Redmond Fire and Rescue, and ASA 3 assigned to Bend Fire and Rescue.

In the event an ASA provider notifies the Commissioners that they can no longer provide ASA services to Crook County, the County must find an alternative method to provide ambulance services. If an ASA provider is unable to maintain service due to requirements in ORS/OARs, the licensed ambulance service provider has legal authority to request a variance or waiver from the Oregon Health Authority. The Commissioners may delegate authority to current or prospective ASA providers and may allow operations at a lower level of service.

### **Reassignment of an ASA**

In the event that a reassignment of an ASA is necessary, the Committee will make a written recommendation to the Commissioners. The Committee will develop appropriate criteria, utilizing the selection process described in this plan to be presented to the Commissioners for consideration and/or action by the Commissioners. The Commissioners must notify Oregon Health Authority upon reassignment and update this ASA Plan to reflect changes.

### **Application Process for Applying for an ASA**

Crook County Ordinance Chapter 5.16 Ambulance Services states that an applicant must provide information about vehicles, equipment, experience, records, etc. and applications will be reviewed by the Committee and a recommendation by the Committee will be provided to the Commissioners.

**Notification of Vacating an ASA**

In the event an ASA provider wishes to vacate their ASA, the provider must provide at least sixty (60) days written notice to the Commissioners. The ASA provider must provide notification in accordance with the provisions of the initial service agreement or contract. The Advisory Committee will develop an interim plan for coverage of the ASA using existing ambulance service providers or other available resources can be reassigned.

**Maintenance Level of Service**

The County is required to ensure that ambulance services will be maintained throughout the County. Ambulance Service Providers, if unable to meet minimum standards outlined in ORS and OARs, must apply for a variance to maintain recognition as the ASA. The County is able to select providers who have applied for and have been granted a variance by Oregon Health Authority as the ASA provider.

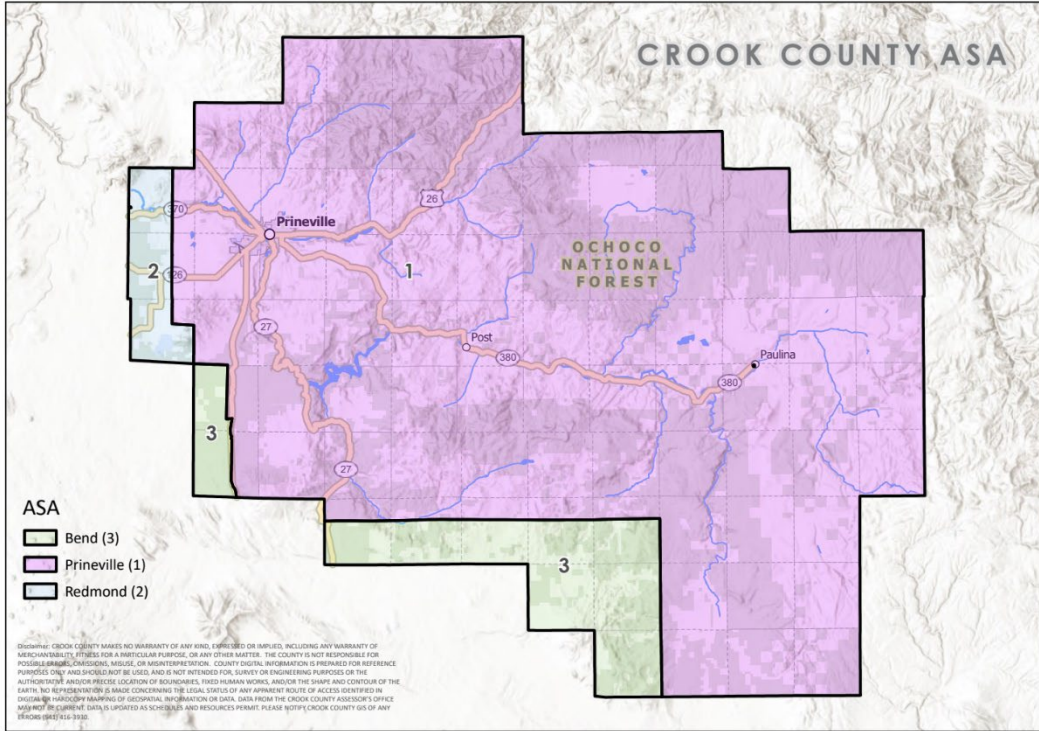
## **Crook County Ordinance**

The Crook County Commissioners maintain Chapter 5.16 of the Crook County Code as the Ambulance Service Ordinance. The Ordinance includes criteria for administering the Crook County Ambulance Service Area Plan; limiting ambulance services that may operate in the County; establishing an application process; ambulance franchise terms; enforcement; preventing interruption of service; appeals, abatement and penalties; duties of the franchisee; and establishing membership and duties of the advisory committee.

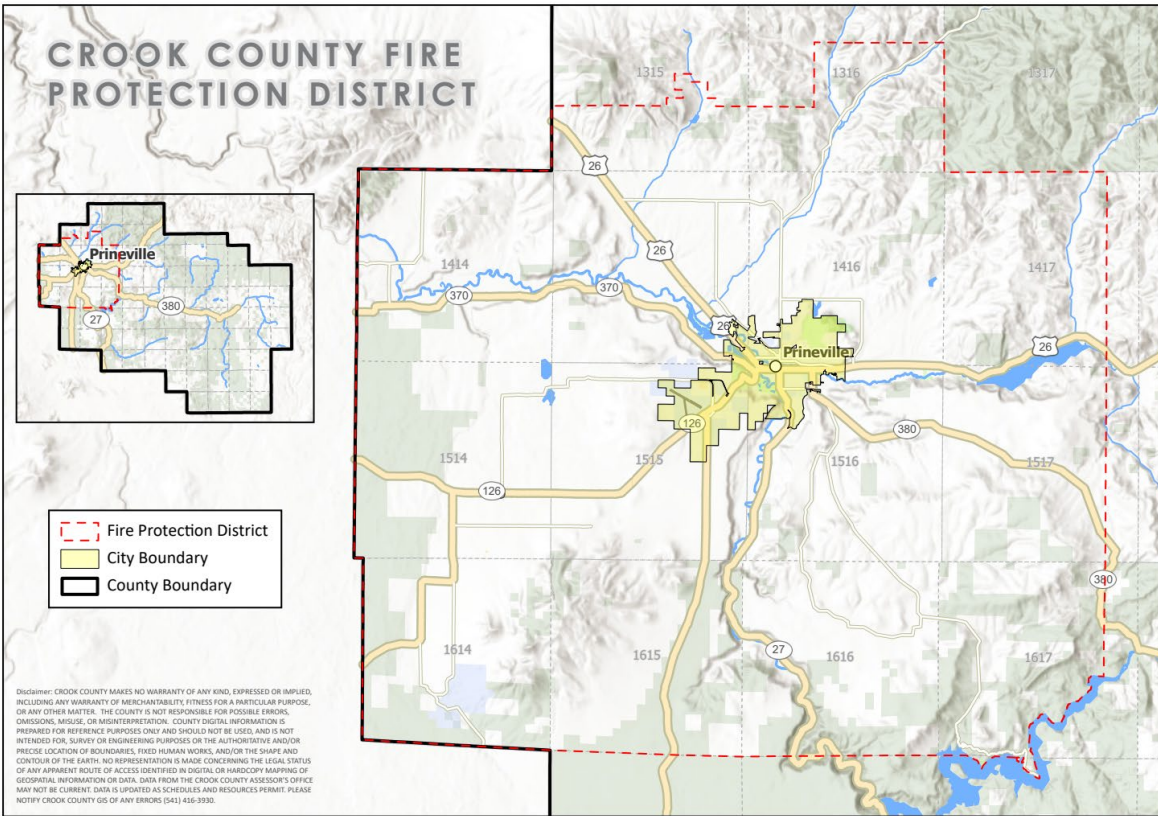
## Appendices

- Mass Care Plan
- Medical Countermeasures Plan
- East Cascades MCI Plan
- Maps depicting boundaries for the ASAs
- Fire District Map
- Personnel and Equipment
- Mutual Aid Agreement
  - ASA Agreements with Bend & Redmond
- County Geographic Legal Description
  - The geographic legal description begins at the southeast corner of T21S, R24E of Willamette Meridian; thence west along township lines to the southwest corner of T21S, R21E; thence to the NW corner of such township; thence west to the SW corner of T20S, R20E; thence north to the NW corner of such township; thence west along township lines to the SW corner of T19S, R17E; thence north to the NW corner of such township; thence west along township lines to the SW corner of T18S, R15E; thence northerly to the NW corner of T17S, R15E; thence west to the SW corner of T16S, R14E; thence northerly along the range line to the NW corner of T14S, R14E; thence easterly to the NE corner of such township; thence north to the NW corner of T13S, R15E; thence easterly to the SE corner of section 32, T12S, R16E; thence northerly along section lines to the NW corner of section 4 of such township; thence easterly to the NE corner of T12S, R19E; thence south along the range line to the SW corner of S18, T13S, R20E; thence along section lines easterly to the east boundary of R22E; thence south along the range line to the SW corner of T13S, R23E; thence easterly to the SE corner of such township; thence south to the SW corner of T14S, R24E; thence south along such range line to the SE corner of T18S, R25E; thence west to the SW corner of such township; thence south along the west line of R25E to the point of beginning.

# Crook County ASA Plan



0 10 20 Miles



10 Miles



## 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 AGREEMENT  
OREGON DEPARTMENT OF TRANSPORTATION  
***Innovative Mobility Program E-Bike Lending Library Pilot Program***  
Recipient: **Crook County Library – Public Agency**

Project Name: Library of Things

THIS AGREEMENT is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" or as the "State", and **Crook County Library**, acting by and through its governing body, herein referred to as "Recipient" and both herein referred to individually or collectively as "Party" or "Parties."

The Innovative Mobility Program (IMP) and IMP ***E-Bike Lending Library Pilot Program*** are authorized by ORS 184.730, which allows ODOT to develop and finance transportation demand management (TDM) projects.

- 1. Effective Date.** This Agreement shall become effective on the date all required signatures are obtained and the Agreement is fully executed and approved as required by applicable law (the "Effective Date"). Unless otherwise terminated or extended, the availability of Grant Funds (as that capitalized term is defined in Section 3 below) under this Agreement shall end December 31, 2027 (the "Availability Termination Date"). No Grant Funds are available for any expenditure before the Effective Date or after the Availability Termination Date.
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
  - a. Exhibit A: Scope of Work
  - b. Exhibit B: Subagreement Insurance Requirements
  - c. Exhibit C: **Reserved**

Exhibits A through C are attached hereto and by this reference made a part hereof this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

- 3. Grant Award.** The total estimated costs to complete the Scope of Work described in Exhibit A (the "Project") are **\$58,480.67** (the "Project Costs"). In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient, and Recipient shall accept from ODOT, the award of a grant in the not-to-exceed amount of **\$58,480.67** (the "Grant Funds") of the total eligible Project Costs to allow Recipient to perform the Project Tasks set forth in Exhibit A. Recipient shall fund all remaining Project Costs.



#### 4. Project Implementation and Completion.

a. **Description.** Recipient shall implement and complete the Project in accordance with Exhibit A. In accordance with the provisions of Section 4.b., Recipient shall notify ODOT in writing of all changes in the Scope of Work prior to performing any changes and shall not perform any changes without written prior approval from ODOT.

b. **Project Change Procedures.** Project changes are permitted only to the Scope of Work and only with the prior written permission of ODOT. If Recipient anticipates a need for project change, Recipient shall submit a request via email to the ODOT contact person identified on the signature page of this agreement (“Innovative Mobility Program Manager”). Innovative Mobility Program Manager may authorize changes to Scope of Work via email.

#### 5. Grant Funds.

a. **Use of Grant Funds.** The Grant Funds shall be used solely for the Activities described in Exhibit A and shall not be used for any other purpose. Grant Funds may not be used for any changes to the Tasks set forth in Exhibit A unless ODOT approves such changes pursuant to the Project Change Procedures in Section 4.b. or pursuant to the Amendment provisions of Section 15.f.

b. **Eligible Project Costs.** The Grant Funds may be used only for Grantee’s actual Project costs to the extent those costs are: (a) reasonable, necessary and directly used for the Project; (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement; and (c) not excluded from reimbursement or payment as a result of any later financial review or audit (“Eligible Project Costs”). Eligible Project Costs do not include any expenditures incurred before the Effective Date or after the Availability Termination Date.

#### 6. Disbursement.

a. **Initial Disbursement.**

- i. Upon execution of this Agreement, ODOT will disburse up to \$23,407.79 of the Grant Funds to Recipient to be used for the purchase of e-bikes and other related equipment needed to launch the program in accordance with Exhibit A.
- ii. Recipient shall submit to ODOT an expenditure report evidencing Recipient’s purchase of e-bikes and other related equipment (“Expenditure Report”) within 30 days of Recipient’s purchase. The Expenditure Report must include the following information: date of purchase, description of purchase, vendor name and supporting documentation evidencing purchase.

**b. Reimbursement.**

- i. Except for the initial disbursement described in subparagraph (a) of this Section, ODOT will disburse Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of: (1) Grantee's Expenditure Report; and (2) Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accordance with Section 7 of this Agreement.
- ii. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

**c. Conditions Precedent to Disbursement.** ODOT's obligation to disburse Grant Funds to Recipient—whether as an initial disbursement or reimbursement—is subject to the conditions precedent that:

- i. ODOT has received funding (including without limitation federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;
- ii. Grantee is in compliance with the terms of this Agreement and no Grantee Default under Section 13 of this Agreement has occurred or is occurring; and
- iii. ODOT has received and approved the Grantee's Expenditure Report and Quarterly Reports and Claims for Reimbursement.

**d. Availability of Funds.** The funds committed under this Agreement are subject to Agency having sufficient funding, appropriations, limitations, allotments and other expenditure authority to make disbursements.

**7. Project Reporting and Management.**

**a. Quarterly Reports.** Recipient shall submit quarterly reports to ODOT using a format that ODOT provides. Recipient must submit the reports to [InnovativeMobility@odot.oregon.gov](mailto:InnovativeMobility@odot.oregon.gov) by the first Wednesday of March, June, September, and December.

**b. Reimbursement Claims.** Recipient shall submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

- i. Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all

specified items must be submitted to Agency upon request with the Claim for Reimbursement.

- ii. Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and
- iii. Claims for Reimbursement must be signed (or electronically signed/approved, if applicable) by the Project Director or the Designated Alternate.

**c. Equipment Purchased with Grant Funds.**

- i. **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$1,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$1,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

**d. Final Report.** Recipient shall report to ODOT in writing on its completion in performing the Project by submitting a final report ("Final Report") with metrics and social/demographic information on beneficiaries of the grant. This is in addition and distinct from the required Quarterly Report. Recipient shall submit the Final report within 60 days of project completion. The Final Report must include the following elements:

- i. **Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives.
- ii. **Costs.** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;
- iii. **Implementation.** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;
- iv. **Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);
- v. **Completed Data Table.** Completed Data Table (as applicable) by inserting the information in the format required in Exhibit A.

**8. Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that

are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended (“Unexpended Funds”) on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT no later than fifteen (15) days after ODOT’s written demand. Recipient shall return all Unexpended Funds to ODOT no later than 30 days after the earlier of the Availability Termination Date or termination of this Agreement.

**9. General Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:

**a. Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary actions of Recipient; (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s Articles of Incorporation or Bylaws, if applicable; and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

**c. Full Disclosure.** Recipient has disclosed in writing to ODOT all facts that materially adversely affect its ability to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement is true and accurate in all respects.

**d. Pending Litigation.** Recipient has disclosed in writing to ODOT 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 ability of Recipient to perform all obligations required by this Agreement.

**e. No Defaults.** Recipient has not violated, and has not received notice of any claimed

violation of, any agreement or instrument to which it is a party that would materially adversely affect the ability of Recipient to perform all obligations required by this Agreement. No Defaults or Events of Default exist or will occur upon authorization, execution or delivery of this Agreement.

**f. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned's knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

#### **10. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Recipient shall ensure that each of its sub-recipients and subcontractors complies with these requirements. ODOT, the Secretary of State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

**b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is six (6) years following the Availability Termination Date.

**c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant moneys were expended.

This Section 10 shall survive any expiration or termination of this Agreement.

**11. Subagreements.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of ODOT. If ODOT provides written consent for Recipient to enter into agreements with subrecipients, contractors or subcontractors (collectively, "subagreements") for performance of this Agreement, the following conditions apply:

**a. Subagreements.**

- 1) All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- 2) Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's subagreement with the contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.
- 3) Recipient shall provide ODOT with a copy of any signed subagreement upon request by ODOT. This paragraph 11.a.3) shall survive expiration or termination of this Agreement.
- 4) Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

**b. Subagreement indemnity; subagreement insurance**

- 1) Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in Oregon Revised Statute (ORS) 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation and their respective officers, members, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, cost and expenses, including attorneys' fees, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.
- 2) Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any 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 Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient 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 Recipient's Subrecipient if State elects to assume its own defense.

- 3) Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to meet the minimum insurance requirements provided in Exhibit B. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit B.
- 4) Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- 5) Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.

## 12. Termination

**a. Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.

**b. Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice to Recipient, or at such later date as may be established by ODOT under any of the following conditions:

- 1) If Recipient fails to implement the Project within the time specified herein or any extension thereof.
- 2) If Recipient is out of compliance with any term of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within 10 days or such longer period as ODOT may authorize.
- 3) If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- 4) If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODOT is prohibited from paying for such Project work from the planned funding source; or

- 5) If, in the sole opinion of ODOT, the Project would not produce results that are commensurate with the further expenditure of funds.

**c. Rights upon Termination.** Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. The remedies set forth in this Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

**13. Defaults.** Any of the following constitutes an “Event of Default”:

- a. Any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to the Project.
- b. Recipient takes any of the following actions or an action for the purpose of affecting any of the below.
  - 1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
  - 2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
  - 3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
  - 4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
  - 5) Recipient takes any action for the purpose of affecting any of the above.
- c. Recipient fails to comply with the terms of this Agreement, other than those referred to in subsections a. and b. of this Section 13, and that failure continues for period of 30 calendar days after written notice specifying such failure is given to Recipient by ODOT. ODOT may, in its sole discretion, agree in writing to an extension of time.

**14. Remedies.**

- a. Upon any Event of Default, ODOT may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
  - 1) Terminating ODOT’s commitment and obligations under the Agreement.
  - 2) Requiring repayment of the Grant Funds and all interest earned by Recipient on those Grant Funds.



b. Any moneys collected by ODOT pursuant to Section 14.a will be applied first, to pay any attorneys' fees and other fees and expenses incurred by ODOT; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Agreement.

c. No remedy available to ODOT is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. ODOT is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Agreement.

d. In the event ODOT defaults on any obligation in this Agreement, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of ODOT's obligations.

## 15. General Provisions.

### 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 State or Recipient 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 liability with respect to the Third Party Claim.
- 2) Except as otherwise provided in Paragraph 15.b below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State 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 State 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 State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the

circumstances resulting in such expenses, judgments, fines or settlement amounts. State'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 State had sole liability in the proceeding.

- 3)** Except as otherwise provided in Paragraph 15.b below, with respect to a Third Party Claim for which Recipient is jointly liable with State (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 State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State 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 State 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. Contract-Related Indemnification.** Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:

Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes, but is not limited to, all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

- c. Survival.** Sections 15.a and 15.b shall survive termination of this Agreement.
- d. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- e. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- f. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- g. No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- h. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- i. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Recipient 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.
- j. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with

Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- k. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.** Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, Workers' Compensation, unemployment taxes, and State and Federal income tax withholding. In addition, all employers, including Recipient that employ subject workers who provide services in the state of Oregon shall comply with ORS 656.017 and shall 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 verify that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- l. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- o. Integration and Waiver.** This Agreement, and attached Exhibits constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change,

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

- p. Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. ODOT reserves the right at any time to require the submission of the hard copy originals of any documents.
- q. Survival.** The following provisions survive expiration or termination of this Agreement: Sections 9, 14(a), 14(b), 14(e), 14(i) and 14(j).

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

This Program is in the 2024-2027 Statewide Transportation Improvement Program, (Key #23805) that was adopted by the Oregon Transportation Commission on July 15, 2022 (or subsequently approved by amendment to the STIP).

**Crook County Library**, by and through its officials,

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_

Rail Operations & Statewide Multimodal Network  
Unit Manager

Name Jennifer Sellers \_\_\_\_\_

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Innovative Mobility Program Manager

Date \_\_\_\_\_

**Recipient Contact:**

Sarah Beeler, Director  
Crook County Library  
175 NW Meadow Lakes Drive  
Prineville, OR 97754  
(541) 447-7978  
[SBeeler@crooklibraryor.gov](mailto:SBeeler@crooklibraryor.gov)

**ODOT Contact:**

Amanda Howell, Innovative Mobility Program  
Manager  
ODOT Public Transportation Division  
355 Capitol St. NE, MS43  
Salem, OR 97301  
971-718-1025  
[Amanda.howell@odot.oregon.gov](mailto:Amanda.howell@odot.oregon.gov)

## **EXHIBIT A Scope of Work**

### **Program Goals and Objectives**

The Innovative Mobility Program (IMP) aims to improve historically underserved communities' access to public and active transportation. Program goals also include reducing the number of trips Oregonians make by car and reducing greenhouse gas emissions.

### **Project Summary**

Recipient is a library serving the greater Prineville area. Recipient provides traditional and innovative resources to support their diverse community ensuring everyone can experience the joy of learning and discovery. Recipient is expanding their expertise to electric (e-bike) bicycle lending.

Innovative Mobility Program funding will be used to establish an e-bike lending library to Recipient's service offerings. The purpose of the Project is to increase access to mobility and provide opportunities for community members to experience new modes of transportation. The e-bikes will be available to the entire community, although the program will be designed to support historically disadvantaged groups throughout Crook County. Community members who meet the minimum age and library patron requirements will be able to check out an e-bike for a certain length of time designated by the Recipient. E-bikes can be used by community members for free to run errands, access services, and more. Community members will also have the opportunity to check out bicycle accessories, including but not limited to, bicycle helmets, child seats, and baskets. Recipient will partner with a local bicycle supplier who can provide operational and maintenance services including e-bike maintenance, installation of e-bike accessories, and safety training for community members.

### **Project Activities**

To conduct the Project, Recipient shall complete the following:

#### **Procurement**

- Purchase and assemble a fleet of e-bikes.
- Purchase bicycle accessories to include with e-bike reservations, including but not limited to helmets and child seat attachments.
- Purchase GPS theft tracking smart bicycle lock system.
- Install GPS theft tracking smart bicycle lock system on e-bike fleet.
- Add "Get There E-Bikes" decals to fleet of e-bikes.

#### **Storage**

- Provide a secure facility to store and charge bicycle fleet and accessories.

#### **Reservations**

- Manage reservation process including drafting and having participants follow guidelines for borrowing and use.
- Assist participants and provide an orientation to the smart bicycle lock system and application.

#### **Liability**

- Draft guidelines for borrowing and use including liability waiver.
- Maintain participant records, including signed liability waivers.
- Prepare plan for and manage steps in case e-bike is not returned at the end of the reservation period.

**Participant Training**

- Distribute bicycle safety educational resources and provide an orientation to e-bike usage to participants.

**Program Promotion**

- Distribute outreach materials, such as flyers and guidebooks, to provide transportation education and project awareness.
- Maintain Library of Things: E-Bike Lending Library webpage on the Crook County Library website.

**Accessories and Maintenance**

- Maintain inventory of bicycle accessories and track usage.
- Ensure that routine and intermittent bicycle maintenance is conducted.
- Maintain a maintenance log keeping track of necessary routine and intermittent maintenance and type of replacement parts and repairs.

**Project Outcomes**

Recipient shall track the following:

- Manage anonymized data collected through smart bicycle lock data dashboard to estimate the number of trips, hours of usage, mileage traveled, and pounds of CO2 reduced.
- Track the number of e-bike reservations, the length of reservations, and the number of repeat reservations.
- Track the number of people who received on-bike safety education and training.
- Survey participants before their first reservation and survey when they return. Survey will include optional sociodemographic questions.

**Project Budget**

IMP E-Bike Lending Library Pilot Program funds in the amount of \$58,480.67 shall be used for the following:

- Purchase an e-bike fleet to be retained by Recipient and made available to community members through an e-bike lending library.
- Purchase bicycle accessories including but not limited to smart bicycle lock system, helmets, baskets, and child seats to be made available to community members utilizing e-bikes from the e-bike lending library.
- Purchase bicycle maintenance and safety equipment, such as flat tire repair kits and extra batteries, needed to maintain bicycle fleet.
- Purchase GPS tracking subscription to be able to locate, track, lock/unlock and maintain e-bike fleet.
- Support community partners time to assemble e-bike fleet, procure and purchase Project-related items including replacement bicycle parts, and perform routine and intermittent maintenance on e-bike fleet.
- Support Recipient's staff time whose work is directly related to the scope of the Project. Staff time may include, but is not limited, to project management, lending library logistics, data collection, marketing, and outreach.
- To conduct the Project, administrative overhead costs shall not exceed 10% of the total microgrant award amount.



**Reporting**

- Recipient shall submit quarterly reports to ODOT IMP Staff using a format that ODOT provides. Recipient must submit the reports to [InnovativeMobility@odot.oregon.gov](mailto:InnovativeMobility@odot.oregon.gov) by the first Wednesday of March, June, September, and December.
- Recipient shall submit a final report to ODOT IMP Staff within 60 days of Project completion with the above-mentioned metrics and social/demographic information on beneficiaries of the grant, in addition to receipts, invoices, or other proof of grant expenditures.

**EXHIBIT B**  
**Subagreement Insurance Requirements**

**1. GENERAL.**

- a. Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, (each a “Contractor”) to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the Contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the Contractor(s) to require that all of its subcontractors carry insurance coverage that the Contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

**2. TYPES AND AMOUNTS.**

**a. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY.**

All employers, including a Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability

Insurance with limits not less than \$500,000 each accident. Each **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

**b. COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

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**.

**c. AUTOMOBILE LIABILITY.**

**Required**  **Not Required**

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property damage. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

If not required, Recipient covenants and agrees that no motor vehicles will be used by Recipient's contractor, its officers, employees, or agents to accomplish or in support of the project scope to be conducted by contractor under this agreement.

**d. EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required minimum limits of insurance.

**e. ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must endorse the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their**

**respective officers, members, agents and employees”** as an **endorsed** Additional Insured but only with respect to the Contractor’s activities to be performed under the Subagreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to Recipient.

**f. “TAIL” COVERAGE.**

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the Contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the Contractor’s completion and Recipient’s acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the Contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the Contractor may request and State may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If State approval is granted, the Contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

**3. NOTICE OF CANCELLATION OR CHANGE.**

The Contractor or its insurer must provide thirty (30) days’ written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

**4. CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the Contractor a certificate(s) of insurance for all required insurance before the Contractor performs under the Subagreement. The certificate(s) or an

attached endorsement must endorse: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and if applicable, Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers’ Compensation/Employer’s Liability.

**EXHIBIT C**  
**Reserved**



## Agenda Item Request

**Date:**

*February 24, 2025*

**Meeting date desired:**

*March 5, 2025 – consent agenda*

**Subject:**

*2017 GO Bond IRS Examination results – no changes*

**Background and policy implications:**

*The Internal Revenue Service examination for the County's 2017 General Obligation Bond has been completed successfully with no changes from the IRS. See attached letter.*

**Budget/fiscal impacts:**

*NA – the bond retains its tax exempt status*

**Requested by:**

*Christina Haron, CPA, Crook County Finance Director*

[christina.haron@crookcountyor.gov](mailto:christina.haron@crookcountyor.gov)

**Presenters:**

*Christina Haron, CPA, Crook County Finance Director*

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



**Department of the Treasury**  
**Internal Revenue Service**  
**Tax Exempt and Government Entities**  
Tax Exempt Bonds  
1111 Constitution Ave, IR-6109-02  
Washington, DC 20224

County of Crook  
Attn: Christina Haron, Finance Director  
200 NE 2nd St, STE 100  
Prineville, OR 97754

**Date:**  
02/14/2025  
**Taxpayer ID number:**  
93-6002290  
**Taxpayer name:**  
County of Crook  
**Form number:**  
8038-G  
**Issue date:**  
07/20/2017  
**Person to contact:**  
Name: Joshua Dailey  
ID number: 1005477083  
Telephone: 202-317-3739

**RE: \$10,000,000 County of Crook General Obligation Bonds, Series 2017 CUSIP 227178BY5**

Dear Christina Haron:

We completed the examination for the issue and dates above and closed the examination with no change. If you have any questions, please contact the person whose name and telephone number are listed above. Thank you for your cooperation.

Sincerely,

*Allyson Belsome*

Allyson Belsome  
Program Manager, Tax Exempt Bonds





## Agenda Item Request

**Date:**

*February 26, 2025*

**Meeting date desired:**

*March 5, 2025 – consent agenda*

**Subject:**

*FY23 Oregon Department of Health and Human Services Audit*

**Background and policy implications:**

*The ODHS audit has been completed with no findings for Fiscal Year 2023. See attached letter.*

**Budget/fiscal impacts:**

*NA*

**Requested by:**

*Christina Haron, CPA, Crook County Finance Director*

[christina.haron@crookcountyor.gov](mailto:christina.haron@crookcountyor.gov)

**Presenters:**

*Christina Haron, CPA, Crook County Finance Director*

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

February 25, 2025

500 Summer St NE E81  
Salem, OR 97301  
Voice: 503-383-6643  
Sandi.M.Palafox@odhsoha.oregon.gov

Crook County  
300 NE 3<sup>rd</sup> St  
Prineville, OR 97554

Subject: Crook County (2 CFR §200.331) for Fiscal year 2023

Dear Board Members:

The Oregon Health Authority (OHA), Office of Financial Services has been assigned by the State of Oregon to be the audit agency for Crook County FY 2023. An audit agency is required to ensure a sub-recipient facility has met the Single Audit requirements §200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 CFR Part 200, as applicable, and Oregon Accounting Manual Policy No. 30.40.00.

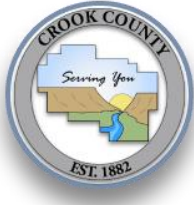
We have reviewed Crook County FY 2023 single audit report and note no federal audit findings that would require contributing agencies to issue a management decision.

Thank you for your cooperation in this matter. Please contact me if you have any questions.

Sincerely,

Sandi Palafox  
A133 Accountant  
Office of Financial Services, DHS/OHA

## 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):**

# Crook County Fairgrounds Use Permit

Contract Date: January 30, 2025 Contact: Bobbi Aldrich, Secretary  
 Permittee/Group Name Represented: Oregon High School Rodeo Association  
 Telephone: (541) 546-7007 Type of Event: Tri-County HS Rodeo & HS Rodeo Finals  
 Mailing Address: 2730 NE Loucks Road  
 City: Madras State: OR Zip: 97741  
 E-Mail Address: oregonhsrodeo@gmail.com  
 Date(s) of Event: May 2-4 / June 11-15, 2025 # Attendees: \_\_\_\_\_  
 Event Start & End Times: \_\_\_\_\_  
 Ticketing Information (prices, sales platforms, etc.): \_\_\_\_\_

**CAREY FOSTER HALL (54' x 108'): 39 8ft tables + 240 cloth chairs included**

<b>XXX</b>	\$588.00/Day <b>All Event Types</b> (8 AM to 11:30 PM) or Hourly Rate (see below)
	\$66.00/Hour of <b>Building Reservation</b> : _____
	\$294.00/Day <b>Set-Up/Tear-Down Rate</b> or \$65/Hour
	\$132.00 <b>Kitchen Use Fee</b> per event (full commercial kitchen, utensils not provided)

**CALDERA BUILDING (278' x 115'): 50 people max, 10 5' round tables + 50 chairs, locker rooms**

	\$250.00/Day <b>All Event Types</b> (8 AM to 11:30 PM) or Hourly Rate (see below)
	\$66.00/Hour of <b>Building Reservation</b> : _____
	\$125.00/Day <b>Set-Up/Tear-Down Rate</b> or \$65/Hour

**CAREY FOSTER HALL + CALDERA BUILDING (both facilities must be reserved for same day for this rate)**

	\$725.00/Day <b>All Event Types</b> (8 AM to 11:30 PM) or Hourly Rate (see below)
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**INDOOR ARENA (278' x 115'): 1800 Permanent Seats, arena itself is 260' x 90'**

	\$1,944.00/Day for <b>Ticketed Events</b> with public admission costing \$15 or more
<b>XXX</b>	\$650/Day for <b>Rodeo Events</b> that are FREE to the public (incl. PA system, tractor/water truck, clerk/announcer tables)
	\$375/Day for <b>Half-Day Rodeo Events</b> (see above, with 4 hours or less event time)
	\$588.00/Day for <b>General Events</b> (8 AM to 11:30 PM)
	\$250/Day for <b>Educational Sessions, Clinics, Private Classes, Etc.</b>
	\$66.00/Hour for <b>Private Arena Access</b> : _____
	\$16.00/Hour per <b>Heater Bank</b> (5 available over the grandstands): _____
	\$120.00 to <b>Roll the Arena Flat</b>
	\$132.00 <b>Kitchen Use Fee</b> per event (full commercial kitchen, utensils not provided)
	\$294/Day <b>Set-Up/Tear-Down Rate</b> or \$65/Hour

**GRIZZLY MOUNTAIN PAVILION (75' x 100'): restrooms, heat (no cooling)**

	\$424.00/Day <b>All Event Types</b> (8 AM to 11:30 PM)
	\$212/Day <b>Set-Up/Tear-Down Rate</b> or \$65/Hour
	\$66.00/Hour of <b>Building Reservation</b> : _____

**OUTDOOR ARENA: 2,874 Permanent Seats Including 624 Box Seats**

	\$1,944.00/Day for <b>Ticketed Events</b>
<b>XXX</b>	\$714.00/Day for <b>Rodeo Events</b> that are FREE to the public (incl. PA system, tractor/water truck, clerk/announcer tables)
	\$357/Day <b>Set-Up Rate</b> or \$65/Hour
<b>XXX</b>	\$27.00/Hour for <b>Arena Lights</b> (clock starts 30mins before sunset and runs until your event is cleaned up)

**LOOKOUT MOUNTAIN BUILDING: \$200/Day or \$66/Hour of Building Reservation: \_\_\_\_\_**

<b>XXX</b>	<b>PAVILION TENT &amp; STAGE: \$324/Day or \$66/Hour of Site Reservation: _____</b>
------------	---

**PAVILION TENT & GRASS with RV HOOK UP AREAS \$588/Day**

	\$150 <b>Bereavement, any facility (other fees may apply)</b>
	<b>Fairgrounds Staff Event Setup and Take Down Fee \$132/Hr: _____</b>
	<b>Tractor Rental \$85/day: _____ Water Truck Rental \$85/day: _____</b>
	<b>Covered Barns: \$300/event, per barn (max. 3-day event), electricity available</b>
<b>XXX</b>	<b>Stall Rental \$20/Night (no bedding included) + \$25 fee per unmucked stall</b>
<b>n/a</b>	<b>Dry Camping \$20/Night (no electricity or water)</b>
<b>XXX</b>	<b>RV Camping \$30/Night (electricity and water included; no dumping site)</b>
	<b>Table and Chair Rental (chairs \$0.66ea. / tables \$11.00ea.)</b>

XXX	PA System Rental \$66/event
XXX	\$600.00 Refundable Damage & Cleaning Deposit if Alcohol is NOT Served or Consumed
	\$1800.00 Refundable Damage & Cleaning Deposit if Alcohol IS Served or Consumed
XXX	911 MUST BE NOTIFIED ON ALL MEDICAL EMERGENCIES

### 1. SCOPE OF USE PERMIT

This Use Permit is granted to the Permittee listed above by the Crook County Fair Board (CCFB) for the sole purpose of leasing designated facilities at the Crook County Fairgrounds for the fee and duration noted on page 1. Deposits will be due one (1) week due one week prior to the event date, and all other fees due in full prior to, or upon completion of, the event. The Permittee shall thereafter also pay the CCFB 18% per annum until all rents and interest due is paid in full. This Use Permit does not grant the Permittee any property rights.

### 2. FOOD & NON-ALCOHOLIC BEVERAGE SERVICE

XXX (TWENTY) 20% PERCENT OF GROSS SALES OF FOOD AND NON-ALCOHOLIC BEVERAGES is required to be paid to the Fairgrounds within 1 (one) week of event completion. Please provide sales reports for reference. The Permittee is responsible for making sure the food/beverage concessionaires pay their commissions to the Fairgrounds. The CCFB reserves the right to withhold the Damage & Cleaning Deposit until commissions are paid by all concessionaires.

**Permittee Signature:** \_\_\_\_\_

### 3. ALCOHOL SERVICE

\_\_\_\_\_ (TWENTY) 20% PERCENT OF GROSS SALES OF ALCOHOLIC BEVERAGES is required to be paid to the Fairgrounds within 1 (one) week of event completion via cash or check. Please provide sales reports for reference. The Permittee is responsible for making sure the food/beverage concessionaires pay their commissions to the Fairgrounds. The CCFB reserves the right to withhold the Damage & Cleaning Deposit until commissions are paid by all alcohol vendors. **There shall be NO consumption of alcohol outside of the buildings** or in any **parking lot** of grounds property at any time. Alcohol serving and dispensing upon the Crook County Fairgrounds must cease daily by 11:00 PM. Violations of any of these provisions may at the discretion of the CCFB result in the surrender of all deposits. **NO GLASS BEVERAGE containers are allowed on Fairgrounds property** (plastic or can only).

**Permittee Signature:** \_\_\_\_\_

### 4. SECURITY REQUIREMENTS

\_\_\_\_\_ The Permittee shall employ State of Oregon DPSST licensed security personnel, at the cost of the Permittee, when alcohol is being served at an event with an estimated number of 101+ attendees. Said Security personnel, or members of the CCFB, their agents or employees are authorized to excuse, or remove anyone, including Permittee, who is unruly or in violation of any CCFB alcohol-related rules or laws of any jurisdiction. Said Security personnel, or the CCFB, their agents or employees shall also have the exclusive authority to stop the dispensing of alcohol at any time at their discretion.

**Permittee Signature:** \_\_\_\_\_

### 5. DAMAGE & CLEANING DEPOSIT

Permittee is responsible for any and all damages sustained by CCFB and caused by Permittee, Permittee's employees, agents, or any person, animal, or vehicle participating in the event or in attendance at the event. Upon completion of this Use Permit, Permittee shall prepay the refundable Damage & Cleaning Deposit noted on Page 1. If the CCFB finds no such damages at the completion of the permit period, said Damage & Cleaning Deposit shall be refunded via check to the mailing address on Page 1. The Damage & Cleaning Deposit, at the discretion of the CCFB, shall be applied to unpaid rents or other obligation due herein from Permittee. Should Permittee become responsible for damages in excess of said Damage & Cleaning Deposit, the Permittee shall pay the remainder to the Crook County Fairgrounds within 10 (ten) days of the completion of the event or as otherwise invoiced by the Fairgrounds. If said sums are not paid, Permittee shall thereafter pay an additional 18% per annum interest to the Crook County Fairgrounds until the sum is paid in full.

### 6. INSURANCE REQUIREMENTS

One week prior to the date of the event stated herein on Page One (1), Permittee shall provide to the CCFB and Crook County evidence of **Special Events Liability Insurance that covers bodily injury and property damage with the aggregate being at least \$1,000,000. A Certificate of Insurance must be provided showing that coverage is in effect for the duration of the permit period. The certificate must name Crook County and the Crook County Fair Board as additional insureds.** It is the intent of the parties that the

Permittee's insurance will provide contractual liability and additional insured coverage consistent to cover Permittee's indemnity obligations under paragraph 7 of this Agreement.

## **7. INDEMNIFICATION / HOLD HARMLESS**

Permittee shall indemnify, save harmless, and defend Crook County and the CCFB, its officers, agents, employees and volunteers from and against any and all claims, lawsuits, or actions for damages, costs, losses, and expenses arising from Permittee's torts (as defined in ORS 30.260(8)).

## **8. MAINTENANCE, SITE USE, DAMAGE & CLEANING RESPONSIBILITY**

Permittee shall perform all normal maintenance, if any, to keep all accessible facilities neat, clean and orderly during the permit period. The grounds and facilities will be left in as good a condition at the end of the permit period as was found at the beginning of the permit period. Should the CCFB or Fairgrounds staff be required to engage in any cleanup, the said deposit will first be applied to any damages due, then the hourly cost of Fairgrounds Staff Event Take Down Fee noted on Page 1, and then to rent an other obligations. Permittee shall immediately inform the CCFB of any dangerous, unhealthy or unsafe conditions the Permittee discovers durin the duration of the permit period. Permittee shall take reasonable steps to prevent injury due to these conditions.

## **9. DAMAGE & CLEANING DEPOSIT INCREASE DUE TO PRIOR HISTORY OF NON-COMPLIANCE**

The CCFB reserves the right to increase the Damage & Cleaning Deposit and/or to make the deposit non-refundable for any event or Permittee with a prior history (within the previous 10 years) of failing to perform the duties, obligations and responsibilities herein described, or the development of an unsafe condition created by Permittee as determined at the discretion of the CCFB. Any increase in the Damage & Cleaning Deposit under this section shall be not less than \$1,500 and not more than \$2,500. This paragraph is in addition to all other rights granted to the CCFB under this Agreement.

## **10. TERMINATION**

This USE PERMIT may be terminated at any time by the CCFB or its agents without cause. If this USE PERMIT is terminated without cause by CCFB, Permittee shall receive an immediate refund of Permittee's Damage & Cleaning Deposit and rental fees. "Cause" to terminate this USE PERMIT by the CCFB shall be the failure of Permittee to perform their duties, obligations and responsibilities herein described, or the development of an unsafe condition created by the Permittee as determined at the discretion of the CCFB. Should the CCFB terminate this agreement for Cause, then CCFB may retain deposits and rental fees as outlined previously herein.

## **11. ASSIGNMENT**

Permittee shall not assign this Use Permit. Any attempt to assign this Use Permit by Permittee shall void this Use Permit and be cause for immediate termination and retention of Permittee's rental fees and Damage & Cleaning Deposit.

## **12. ATTORNEY FEES**

Each party shall bear their own costs and attorney fees for any litigation or disputes concerning this Use Permit except the CCFB may charge attorney's fees for any amounts expended on the collection of amounts due under this Use Permit.

## **13. NON-DISCRIMINATION**

Permittee agrees that no person shall be excluded from participating in, or receiving the services or benefits of any program or activity pursuant to the operation or purpose of this Use Permit based upon their race, creed, color, age, national origin, sex or handicapped status. Permittee shall obey all laws and regulations of the State of Oregon.

## **14. ENTIRE AGREEMENT AND MODIFICATION**

This Use Permit is the entire agreement between the parties. No changes, modifications or additions shalld be valid unless attached hereto and in writing and signed by the parties hereto.

**XXX** **LIABILITY INSURANCE REQUIRED FOR ALL EVENTS:** Special Events Insurance, \$1M Aggregate  
Oregon DPSST Licensed Security is Mandatory from start to finish of event if alcohol is present and 101+ attendees are expected at the event. Proof of security is required at least one (1) week prior to the event. All security costs will be paid by Permittee. **Permittee Signature:** \_\_\_\_\_

**XXX** Total Due:

<b>\$2,142.00</b>	Outdoor Arena x7 days
<b>\$1,300.00</b>	Indoor Arena x2 days
<b>\$1,296.00</b>	Pavilion Tent & Stage x4 days
<b>\$ 588.00</b>	Carey Foster Hall x1 day
<b>\$ 66.00</b>	PA System in CFH
<b>\$ 600.00</b>	Refundable Damage & Cleaning Deposit
<b>\$5,992.00</b>	<b>TOTAL</b>

16. COMMENT: (None if blank) Fairgrounds will collect fees for stalls and camping.  
Fees for arena lights, additional equipment, additional event time, and FG staff clean-up (if needed) will be billed after event.  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_

By: \_\_\_\_\_  
CROOK COUNTY FAIR BOARD REP.

By: \_\_\_\_\_  
PERMITTEE Authorized Rep.

**Crook County Fairgrounds**  
1280 S Main St, Prineville, OR 97754  
PO BOX 507, Prineville, OR 97754

(541) 447-6575  
[ccfg-staff@crookcountyor.gov](mailto:ccfg-staff@crookcountyor.gov)

# Crook County Fairgrounds Use Permit

Contract Date: \_\_\_\_

	<b>CAREY FOSTER HALL (54' x 108'): 39 8ft tables + 240 cloth chairs included</b>
	\$588.00/Day <b>All Event Types</b> (8 AM to 11:30 PM) or Hourly Rate (see below)
	\$66.00/Hour of <b>Building Reservation</b> : _____
	\$294.00/Day <b>Set-Up/Tear-Down Rate</b> or \$65/Hour
	\$132.00 <b>Kitchen Use Fee</b> per event (full commercial kitchen, utensils not provided)
	<b>CALDERA BUILDING (278' x 115'): 94 people max, 10 5' round tables + 50 chairs</b>
	\$250.00/Day <b>All Event Types</b> (8 AM to 11:30 PM) or Hourly Rate (see below)
	\$66.00/Hour of <b>Building Reservation</b> : _____
	\$125.00/Day <b>Set-Up/Tear-Down Rate</b> or \$65/Hour
	<b>CAREY FOSTER HALL + CALDERA BUILDING (both facilities must be reserved)</b>
	\$725.00/Day <b>All Event Types</b> (8 AM to 11:30 PM) or Hourly Rate (see below)
	<b>INDOOR ARENA (278' x 115'): 1800 Permanent Seats, arena itself is 260' x 90'</b>
	\$1,944.00/Day for <b>Ticketed Events</b> with public admission costing \$15 or more
	\$650/Day for <b>Rodeo Events</b> (Bulls, Barrels, Roping, Etc.) -incl. PA system, tractor
	\$375/Day for <b>Half-Day Rodeo Events</b> (see above, with 4 hours or less event time)
	\$588.00/Day for <b>General Events</b> (8 AM to 11:30 PM)
	\$250/Day for <b>Educational Sessions, Clinics, Private Classes, Etc.</b>
	\$66.00/Hour for <b>Private Arena Access</b> : _____
	\$16.00/Hour per <b>Heater Bank</b> (5 available over the grandstands): _____
	\$120.00 to <b>Roll the Arena Flat</b>
	\$132.00 <b>Kitchen Use Fee</b> per event (full commercial kitchen, utensils not provided)
	\$294/Day <b>Set-Up/Tear-Down Rate</b> or \$65/Hour
	<b>GRIZZLY MOUNTAIN PAVILION (75' x 100'): restrooms, heat (no cooling)</b>
	\$424.00/Day <b>All Event Types</b> (8 AM to 11:30 PM)
	\$212/Day <b>Set-Up/Tear-Down Rate</b> or \$65/Hour
	\$66.00/Hour of <b>Building Reservation</b> : _____
	<b>OUTDOOR ARENA: 2,874 Permanent Seats Including 624 Box Seats</b>
	\$2,900.00/Day for <b>Ticketed Events</b> with public admission costing \$15 or more
	\$714.00/Day for <b>Rodeo Events</b> and other arena events (8 AM to 11:30 PM)
	\$357/Day <b>Set-Up Rate</b> or \$65/Hour
	\$27.00/Hour for <b>Arena Lights</b> (clock starts 30mins before sunset and runs until
	<b>LOOKOUT MOUNTAIN BUILDING: \$200/Day or \$66/Hour of Building Reservation</b>
	<b>PAVILION TENT &amp; STAGE: \$324/Day or \$66/Hour of Site Reservation: _____</b>
	<b>PAVILION TENT &amp; GRASS with RV HOOK UP AREAS \$588/Day</b>
	\$150 Bereavement, all Facilities
	Fairgrounds Staff Event Setup and Take Down Fee \$132/Hr: _____
	Tractor Rental \$85/day: _____ Water Truck Rental \$85/day: _____
	Covered Barns: \$300/event, per barn (max. 3-day event), electricity available



- Stall Rental \$20/Night (no bedding included) + \$25 fee per unmucked stall
- Dry Camping \$20/Night (no electricity or water)
- RV Camping \$30/Night (electricity and water included; no dumping site)
- Table and Chair Rental (chairs \$0.66ea. / tables \$11.00ea.)
- PA System Rental \$66/event
- 20% PERCENT OF GROSS SALES of any food/drink, alcohol and/or parking
- \$600.00 Refundable Damage & Cleaning Deposit if Alcohol is NOT Served or Consumed
- \$1800.00 Refundable Damage & Cleaning Deposit if Alcohol is Served or Consumed
- 911 MUST BE NOTIFIED ON ALL MEDICAL EMERGENCIES

**LIABILITY INSURANCE REQUIRED:** Special Events Insurance  
 Oregon DPSST Licensed Security is Mandatory from start to finish of event if attendees are expected at the event. Proof of security is required at least one week before the event. All security costs will be paid by Permittee. **Permittee Signature:** \_\_\_\_\_

t

[Redacted]

led)

**hairs, locker rooms, washer/dryer**

**rved on same day for discounted rate)**

**0'**

or/water truck, clerk/announcer tables  
re)

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led)

[Redacted]

[Redacted]

your event is cleaned up)

**vation:** \_\_\_\_\_  
\_\_\_\_\_

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**le**

**g is due to the Fairgrounds  
or Consumed  
onsumed**

**ice, \$1M Aggregate  
t if alcohol is present and 101+  
ne (1) week prior to the event.**

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AGENDA ITEM REQUEST



Date:

march 5 2025 - 2/20/25

Meeting date desired:

march 5 2025

Subject:

Highland Subdivision water District Board Possible Disolution

Background and policy implications:

Board members Retireing & no other will fill spots

Budget/fiscal impacts:

Possible take over of special water district

Requested by:

Richard Mayers "VP" Jarmayers1192@gmail.com  
541-550-6669

Presenters:

Richard mayers "VP"  
Larry Schefieler Secretary

Legal review (only if requested):

Elected official sponsor (if applicable):

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

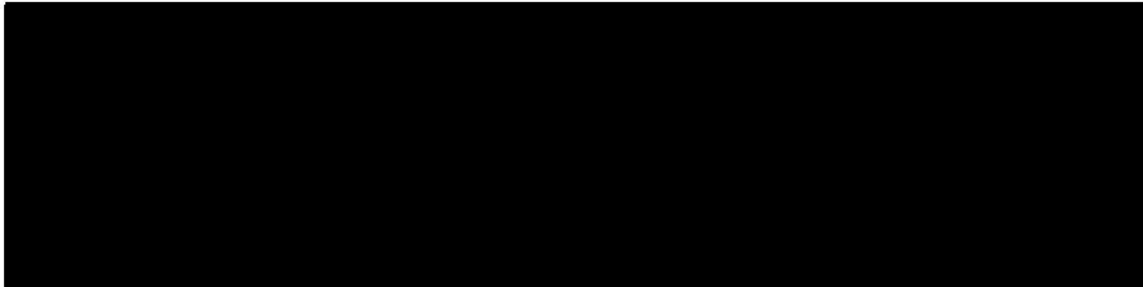
**Legal review (only if requested):**

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

APPLICATION FOR MEMBERSHIP ON  
NATURAL RESOURCES COORDINATION ADVISORY  
COMMITTEE

Please complete this application in a brief, yet informative manner. If questions are not applicable, enter "NA."

Name: Clifford C Kiser  
*First Middle Last*



Email: \_\_\_\_\_

I hereby submit my name for consideration to serve in an advisory capacity to the Crook County Court as a member of the Natural Resources Coordination Advisory Committee.

Education: Oregon State University BS Animal Science and Microbiology.

Professional License, Registration or Certification, if applicable:  
Federal Wildland Firefighter I certification since 1998,  
Commercial Pesticide Applicator since 1981,

Relevant Experience in any topic area of federal land use planning" (paid employment or volunteer):

40 years ranching, 20 years managing ranches, 25 years wildland firefighting contracting, 60 years recreating on public lands. Specific topics include but are not limited to: resource conversation, resource utilization, stream restoration, soils, crops, business, range resources, chemistry, human relations, forestry, budgeting, pest management, beneficials management, animal nutrition, veterinary medicine, endangered species, wildlife management, hunting, camping, fishing, horseback riding, OHV use.

Please list any current or former membership or board position(s) you

have held with other organizations:

Crook County Fairboard, Crook County Vector Control Board, approx. 20 years 4-H leader, Crook County Stockgrowers Vice-President and President, Ochoco Forest Restoration Collaborative, Crook County Natural Resources PAC, Prineville Christian Church member.

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Examples of past experiences showing ability to work collaboratively with others of differing viewpoints and achieve good faith compromise:

OFRC members have had a meaningful discussion about the 21" rule. It has taken several years of examples and discussion to convince people it would benefit the Forest to change the application of that rule. The result is that we now have a better definition of old trees and more applicable rules to harvest large trees for the benefit of the forest. I am glad I got to be a part of that discussion.

I am also working towards a discussion on grazing. As you know, collaboratives avoid hot button topics, but by continually educating about the benefits we are a lot closer to that discussion.

---

Why do you wish to serve in this capacity?

I have a large amount of education, wisdom, and experience in practical application of the aforementioned topic areas. I am also adept at discerning the reasoning and motives behind positions and arguments. I will also put the counties interests ahead of my personal interests. I believe the County will benefit from application of the Crook County Natural Resource Plan and will also be protected by it. I already have a great working relationship with environmental, Forest Service and BLM representatives through my participation in the OFRC.

---

Personal and professional achievements (please include activities which address contributions you could make to the committee/council/board/panel)

---

---

How you would like to receive future communications:

\_\_Email \_\_

Phone 541-419-1101

Please submit two signed and dated letters of recommendation.

*I ATTEST THAT ALL INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND CORRECT.*

*Clifford C. Kiser*      *2/26/25*  
Signature of Applicant      Date

PLEASE RETURN THIS FORM TO:  
Crook County Court  
300 NE 3<sup>rd</sup> Street  
Prineville, OR 97754

Applications can also be submitted via e-mail at: [tim.deboodt@co.crook.or.us](mailto:tim.deboodt@co.crook.or.us)  
541-903-5903



December 10, 2024

To: Tim DeBoodt

From: Mike and Teresa Ervin

We are writing to communicate our support and endorsement for Cliff Kiser to another term of service on the Crook County Natural Resource Advisory Committee. We believe Cliff has provided important insight and direction during his time on the Committee, and there are actually a limited number of people in the County with his experience AND the desire to serve.

Cliff worked hard as part of a team to develop the County's Natural Resource Plan. His personal experience in agriculture management and other resource related practices was invaluable to the quality of the final Plan. Cliff's work and education reflect his lifelong commitment to the productive management of our natural resources.

Cliff has a unique ability and desire to look at issues from multiple viewpoints. His acquired knowledge of the Coordination process allows him to bring an expertise to this Committee that surpasses the exposure that most have had to this valuable asset in managing our natural resources. He genuinely cares about the better management of resources and the health, safety and welfare of our citizens.

Having known Cliff and his family for many years, we can attest to his dedication to Crook County and the preservation of our culture and cherished way of life, as well as his personal integrity. For these reasons we highly recommend the re-appointment of Cliff Kiser to the Crook County Natural Resource Advisory Committee.


December 10, 2024

To whom it may concern:

My name is Ken Fahlgren, and I am pleased to offer my recommendation of Cliff Kiser for a position on the committee for the Crook County Natural Resources Committee.

I have known Mr. Kiser for almost 40 years. First as a customer at my small local business and then as a friend. He has also been the manager and face of the Crook County Vector Control District for more than 20 years and I have served on the board that oversees his budget.

Cliff has been and continues to be the best employee, now contractor, our district has ever had. I know without a doubt, if I asked him to work through a problem, he would make the right decision to get it done.

If you are looking for someone who will take the time to make well thought-out decisions, who listens and considers each side of a discussion, Cliff Kiser would be an excellent choice.



Ken Fahlgren

Kfahlgren3694@gmail.com

541-280-4773

# Crook County

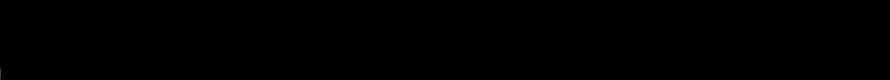
300 NE 3rd Street • Prineville, Oregon 97754  
(541) 447-6555 • (541) 416-3891

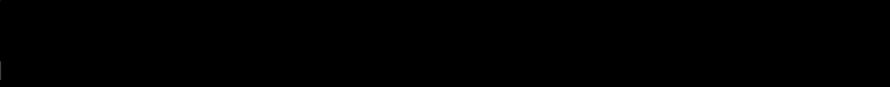
## APPLICATION FOR MEMBERSHIP ON NATURAL RESOURCES COORDINATION ADVISORY COMMITTEE

Please complete this application in a brief, yet informative manner. If questions are not applicable, enter "NA."

Name: Mikayla Lynn Mills

Address: 

Phone: 

Email: 

I hereby submit my name for consideration to serve in an advisory capacity to the Crook County Court as a member of the Natural Resources Coordination Advisory Committee.

Education: OSU Graduate- Major in Natural Resources with a speciality in Rangeland Management

Professional License, Registration or Certification, if applicable: N/A

Relevant Experience in any topic area of federal land use planning" (paid employment or volunteer):

USFS- Ochocho National Forest employee from 2011-2022, Rangeland Management Specialist, Rangeland Management Technician

Please list any current or former membership or board position(s) you have held with other organizations:

N/A

# Crook County

300 NE 3rd Street • Prineville, Oregon 97754  
(541) 447-6555 • (541) 416-3891

### Examples of past experiences showing ability to work collaboratively with others of differing viewpoints and achieve good faith compromise:

During my time spent with the Ochoco National Forest I was apart of many interdisciplinay planning teams and collaborative engagements with the public.

Big Summit Wild Horse Management Plan IDT and public engagement meetings, Mill Creek Veg IDT, Lemon Gulch IDT, Ochoco Collaborative meetings.

### Why do you wish to serve in this capacity?

I left the USFS to stay home and homeschool my children, I have a deep love for natural resources and an even deeper loyalty to Crook County.

I bring a unique lens to the board with having government experience and understanding of public land projects with the knowledge of Crook County's culture and values

I grew up in Crook County and have an agricultural and livestock background, a passion to support other farmers and a drive to protect our children and preserve our public lands for generations to come

### Personal and professional achievements (please include activities which address contributions you could make to the committee/council/board/panel):

I have good relationships with various special interest groups, 4H, FFA, churches and many farmers and ranchers in our community.

How you would like to receive future communications:



Email



Phone

Please submit two signed and dated letters of recommendation.

*I ATTEST THAT ALL INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND CORRECT.*

MJ Milk  
Signature of Applicant

2-26-25  
Date

PLEASE RETURN THIS FORM TO:

Tim Deboodt  
Crook County Extension Building  
498 SE Lynn Blvd  
Prineville, OR 97754

Applications can also be submitted via e-mail at:

541-903-5903

February 26, 2025

Dear Crook County Natural Resource Advisory Committee,

It is my pleasure to be writing this letter recommending Mikayla Mills to fill your open Natural Resource Advisory Committee position. I have worked with Mikayla rather closely for 10 years and have had the pleasure to watch her grow in many ways. I started working with Mikayla as a high school student and continued working with her through college and into her permanent career. What struck me most about Mikayla when I first met her was her spirit, leadership and eagerness to get things done. Mikayla is very well suited for the advisory committee role.

Mikayla is a very organized, knowledgeable and productive individual who has extensive experience in natural resource management, project leadership, team building, and collaboration. Mikayla has a deep passion for her community and natural resource management, and I believe that passion would be positively leveraged on this committee for the betterment of the community and its natural resources. You will be thankful if you decide to place Mikayla on the advisory committee as she will make important contributions to the communities' natural resource management. Please feel free to contact me with any questions you may have regarding my knowledge of Mikayla's skills, talents and experience.

Sincerely,

Tory Kurtz  
541-419-5479

Dear Crook County Natural Resource Advisory Committee,

It is my sincere pleasure to be writing this letter recommending that you select Mikayla Mills to be a member of your body. I had the opportunity to work with Mikayla from 2011 through 2022 while she was employed on the Ochoco National Forest, developing from student trainee in our rangeland management program into a journey level rangeland management specialist during the last four years of that period. Near the time I transitioned from the Forest Rangeland and Wild Horse program manager to the National Office, Mikayla made the very difficult but deeply honorable decision to prioritize the upbringing and education of her children over continuing her career with the Forest Service. We have maintained a friendship connection since that time.

I believe Mikayla embodies the following collection of traits, qualities and characteristics that would be highly valuable to the Crook County Natural Resource Advisory Committee (NRAC):

- Knowledge of natural resource management- Mikayla has both education and practical experience in natural resource management in Crook County. Rangeland management on the Ochoco National Forest touches almost every other natural resource management function occurring on the forest. Therefore, Mikayla not only has expertise in rangeland management but also a good working knowledge of forestry, hydrology, fire, wildlife management, archeology, special uses and many others.
- Long history, loyalty and dedication to the communities, culture and heritage of Crook County- Mikayla was raised, graduated from High School and worked in Crook County. Her parents raised livestock in Crook County. Mikayla has a strong sense of identity with, and vestment in, Crook County and its communities as she has family, friends, and colleagues all working, residing and serving there. She attends church, and is raising her children in Crook County. As such she is as vested in the success and prosperity of the county and its associated communities as anyone I know.
- Understanding of the connections, functions and processes of federal land management agencies - Mikayla's experience as an employee on the Ochoco National Forest has provided her with a very relevant knowledge of how federal agencies function and the processes that are in place in these agencies that can either facilitate or obstruct getting things accomplished. She also maintains relationships with many individuals in the federal and state agencies that are responsible for managing natural resources in the county so she will know, in many cases, who to contact to gain insight or additional information on various topics or projects under consideration by the NRAC.
- Hardworking, productive and trustworthy character- My experience with Mikayla has proven that she is a hardworking, no nonsense, get it done right kind of person who has personal integrity and who can be trusted in both word and deed.

Finally, I believe these traits, qualities and characteristics in combination with a desire to serve on the Crook County NRAC make Mikayla an ideal choice for selection to serve on the committee.

Thank you for your consideration,

STEVE GIBSON

National Rangeland Management Specialist

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

**IN THE MATTER OF THE  
APPOINTMENT TO THE NATURAL  
RESOURCE ADVISORY COMMITTEE**

**ORDER 2025-06**

**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 appointment to the Natural Resource Advisory Committee:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Natural Resource Advisory Committee	Cliff Kiser	4 Year Term Expiring: 12/31/2028	No

DATED this 5<sup>th</sup> day of March 2025.

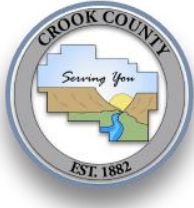
\_\_\_\_\_  
Susan Hermreck  
County Commissioner

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

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



## 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):**

/

# GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

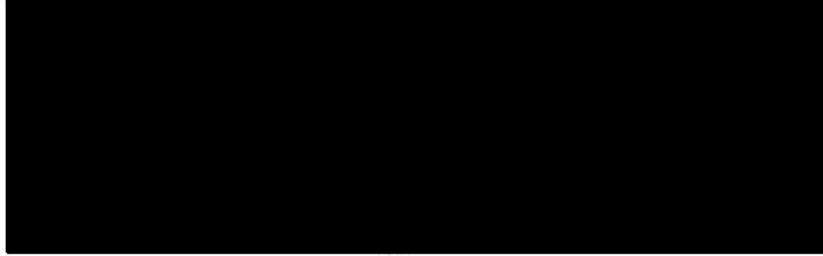
Position applied for:

Ag Extension Service District

Name:

Janice L. Flegel

Address:



Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

2 Terms on the Ag Extension Service District  
8 years as a 4-H member  
3 years as 4-H leader

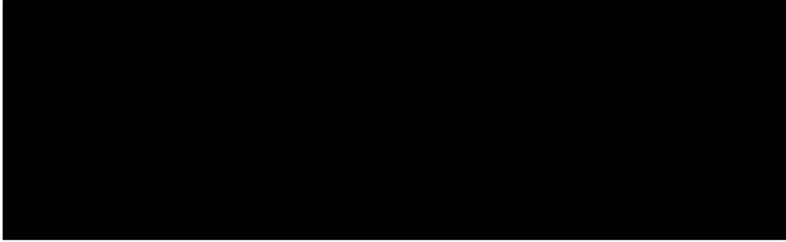
Why do you wish to serve in this position?

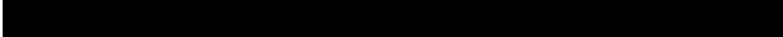
I would like to continue the work <sup>on things</sup> we are doing and see the results. I enjoy working with the other board members. Hearing what the Extension Service is doing and being a part of that has been a great experience.

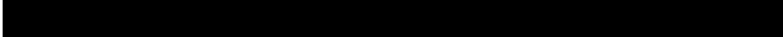
# GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address: 

Phone Number: 

Email: 

Please list any relevant experience you may have that would make you effective in the position:

I am a current member of this board as well as serving on the local O.H.A. board and the S.W.C.D. As a long time county resident I often have some history behind my perspective and hope to assist in meeting the needs of Crook County.

Why do you wish to serve in this position?

I believe it takes a village , and this is mine. The work this board is doing in our community is immeasurable and I am, and would be honored to continue to help guide these programs. Thank you for all you do !

**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 2025-07**

**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 #5	John Dehler	3 Year Term Expiring: 12/31/2027	Yes
Ag Extension Service District Advisory Board Position #7	Janice Flegel	3 Year Term Expiring: 12/31/2027	Yes

DATED this 5<sup>th</sup> day of March 2025.

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

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

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

## AGENDA ITEM REQUEST



**Date:**

*February 27, 2025*

**Meeting date desired:**

*March 5, 2025*

**Subject:**

*Janitorial Procurement*

**Background and policy implications:**

*The County solicited proposals for a new janitorial provider for all County buildings other than the Justice Center. Four proposals were received as follows:*

<b>Provider</b>	<b>Monthly Cost</b>	<b>One Year</b>
<b><i>Suds n' The Bucket</i></b>	<i>\$19,680</i>	<i>\$236,160</i>
<b><i>Central Oregon Janitorial</i></b>	<i>\$17,827</i>	<i>\$217,620</i>
<b><i>Final Touch</i></b>	<i>\$21,000</i>	<i>252,000</i>
<b><i>Advanced Commercial</i></b>	<i>\$31,837</i>	<i>\$382,047</i>

This is an intermediate procurement under CCC 3.12.060. The contract is to be awarded to the proposer who will best serve the interest of the county, taking into account price as well as considerations like experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility.

Staff recommend awarding the contract to Central Oregon Janitorial (COJ). In addition to being the lowest cost, COJ's experience, responsiveness, and exemplary performance providing janitorial services for the Justice Center (under separate contract) establish their proposal as best serving the County.

**Budget/fiscal impacts:**

*\$217,620.00*

**Requested by:**

*James Preuss, Facilities Director*

[James.preuss@crookcountyor.gov](mailto:James.preuss@crookcountyor.gov)

541-460-1005

**Presenters:**

*James Preuss*

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

*Yes*

## SERVICES CONTRACT

CONTRACTOR: Central Oregon Janitorial Services, LLC    DATE: March 5, 2025

ADDRESS: 14140 SW Juniper Dr., Powell Butte, OR 97753

PHONE NUMBER: 541-771-8242                      EMAIL: tara@centraloregonjanitorial.com

This Services Contract (Agreement) by and between Central Oregon Janitorial Services, LLC (Contractor) and Crook County, a political subdivision of the State of Oregon (County), entered into this date written above, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** The services as described on Exhibit E to this Agreement are to be provided by Contractor in connection with a Project identified as follows: janitorial services for Crook County buildings.
2. **DURATION:** This Agreement shall run from March 6, 2025 (“effective date”) through March 5, 2026, unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** Contractor will perform the services as described on Exhibit E attached hereto.
4. **FEE FOR SERVICES:** Contractor’s fee for the services identified on Exhibit E to this Agreement shall be: Seventeen Thousand Four Hundred Seventy-Seven and no/100 Dollars (\$17,477.00) per month.
5. **EXTRA SERVICES:** Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. **EXHIBITS:** The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:  
  
Exhibit A:        Required Terms for All Public Contracts  
Exhibit B:        Independent Contractor Status  
Exhibit C:        Protected Information  
Exhibit D:        Business Associate Agreement  
Exhibit E:        Scope of Services
7. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor.
8. **SUBMITTAL OF W-9 BEFORE PAYMENT:** Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.

9. REIMBURSEMENT OF EXPENSES: Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
10. PAYMENT BY COUNTY: Unless otherwise agreed to within this Agreement, County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
11. INDEMNIFICATION AND HOLD HARMLESS: The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Agreement, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any subcontractor under the Agreement or any way arising out of the Agreement, irrespective of whether any act, omission or conduct of the County connected with the Agreement is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.
12. CONTRACTOR STATUS: Contractor certifies it is a "Contractor" under ORS 670.600 and relevant law as it pertains to this contract and as further described in incorporated Exhibit B.
13. CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS: Contractor shall fully comply with Oregon law for public contracts, as more fully set forth in the Exhibits.
14. TERMINATION:
  - 14.1. Either party may terminate this Agreement after giving ten (10) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the ten (10) day period after notice of intent to terminate without cause has been given;
  - 14.2. With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
  - 14.3. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Board of Commissioners appropriates funds for this Agreement in County's budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.



15. INSURANCE:

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

contractor in this Agreement. Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

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

16. GENERAL PROVISIONS:

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

mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 NE 3<sup>rd</sup> Street, Prineville, OR 97754, attention "Legal Department."

- 16.10. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 16.11. **SEVERABILITY:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 16.12. **ACCESS TO RECORDS:** County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 16.13. **CONFIDENTIALITY:** During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure
- 16.14. **FEDERAL EMPLOYMENT STATUS:** In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
- 16.15. **COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
- 16.16. **FORCE MAJEURE:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 16.17. **EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES:** Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
- 16.18. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 16.19. **WAIVER:** The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
- 16.20. **TAX CREDITS:** Should Contractor become entitled to tax credits or tax deductions directly attributable to the costs of energy-efficiency attributes included in the project, such

as those provided for in IRS Notice 2008-40, Contractor and County agree to share equally in any net tax benefit received by Contractor. For the purposes of this provision: (a) "net tax benefit" means the reasonable estimate of the net reduction in Contractor's tax liability for the current period, including any tax benefit, reduced by Contractor's reasonable costs for applying for and calculating the benefit, and (b) "reduction in Contractor's tax liability" means a reduction in the amounts due or to become due for federal and state income taxes of Contractor, Contractor's subcontractors, its partners, members, and shareholders.

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

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

**For Contractor**

Central Oregon Janitorial Services, LLC

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

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

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

**For Crook County**

CROOK COUNTY BOARD OF  
COMMISSIONERS

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

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

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

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

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

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

**EXHIBIT A**  
**REQUIRED TERMS FOR ALL PUBLIC CONTRACTS**

**1. PAYMENTS AND DEBTS:**

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

**2. EMPLOYEES:**

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

**3. OTHER PROVISIONS:**

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

## **EXHIBIT B**

### **INDEPENDENT CONTRACTOR STATUS**

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

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

## EXHIBIT C

### PROTECTED INFORMATION

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

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

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

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

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

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



## EXHIBIT D

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BA Agreement”) between County of Crook (County) and Contractor is adopted to ensure that Contractor will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of County in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

#### A. General Provisions

1. **Meaning of Terms.** The terms used in this BA Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this BA Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this BA Agreement shall be interpreted to permit compliance with HIPAA.

#### B. Obligations of Business Associate

Contractor agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this BA Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 to prevent use or disclosure of PHI other than as provided for by this BA Agreement;
3. Report to County any use or disclosure of PHI not provided for by this BA Agreement of which it becomes aware, including any security incident (as defined in 45 CFR 164.304) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to County without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;
5. Make available PHI in a designated record set to County as necessary to satisfy County’s obligation under 45 CFR 164.524 in no more than 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by County, or take other measures necessary to satisfy County’s obligations under 45 CFR §164.526 in no more than 30 days of a request;
7. Maintain and make available information required to provide an accounting of disclosures to County or an individual who has a right to an accounting within 60 days and as necessary to satisfy County’s obligations under 45 CFR §164.528;
8. To the extent that Contractor is to carry out any of County’s obligations under Subpart E of 45 CFR Part 164, Contractor shall comply with the requirements of Subpart E of 45 CFR Part 164 that apply to County when it carries out that obligation;

9. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA rules;
10. County shall notify Contractor of any restriction on the use or disclosure of PHI that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI; and
11. If County is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Contractor agrees to assist County in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of County's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of County agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting County of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to County of any threat of identity theft as a result of the incident.
12. If Contractor is part of a larger organization, Contractor will implement policies and procedures to protect PHI from unauthorized access by the larger organization.

### **C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by Contractor on behalf of County are limited to:

1. The review of patient care information in the course of Contractor conducting risk and compliance assessment activities, or providing County with a Control Activity Gap Analysis, or the review of PHI and other information necessary to assist County in developing its HIPAA compliance program; and
2. Other uses or disclosures of PHI as permitted by the HIPAA rules as necessary to perform the services set forth in the Agreement.
3. Uses or disclosures of protected health information as required by law.

### **D. Termination**

1. County may terminate this Agreement if County determines that Contractor has violated a material term of the BA Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this BA Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement, if feasible.
3. Upon termination of this Agreement for any reason, Contractor shall return to County or destroy all PHI received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. Contractor shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this BA Agreement will extend to such PHI.
4. The obligations under section D are perpetual and shall survive termination of this Agreement.

**Exhibit E**



2/22/2025

Dear James,

Thank you for the opportunity to bid the Crook County facilities in Prineville, OR. It is our pleasure to continue working with the county and we look forward to exceeding your expectations again. After careful consideration, we have put together the following documents to provide services for each of the following thirteen buildings.

You can expect perfection out of our services, great communication and a drive to be a welcome part of your team.

Proof of insurance and worker's compensation will be provided upon acceptance of this bid, and coverages will be maintained at all times.

- B01 Finance - \$645
- B02 – Courthouse \$4675
- B03- Facilities \$430
- B05 – Annex up \$350 / Annex down \$720
- B06 – Sheriff Jail \$1050
- B07 – Library \$4515
- B08 – Health Department \$2150
- B17 – Landfill \$550
- IT – Vet \$1010
- Road - \$430
- Fairgrounds - \$322
- Museum - \$430
- SARS - \$550

Total - \$17,477

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Central Oregon Janitorial Services

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Crook County

## **B01 - Treasurer's Office - \$645**

Office Areas I Common Areas Sq Ft: 4,130

### **Weekly-** Twice a week

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Remove any scuff marks, stickers & gum from non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Pickup debris (i.e. Staples, rubberbands, food, etc.) beneath desks as needed.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed.
- Entrance door and all interior glass to be spot cleaned.
- Keep janitorial rooms/closets clean and organized.
- Notify maintenance or department staff of any malfunctioning equipment (leaky faucets, etc.).

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
  - Clean mirrors.
  - Damp wipe and sanitize dispensers, railings and partitions.
  - Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
  - Empty all waste paper receptacles, and place in disposal container near the courthouse.
  - Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
  - Refill/replace all paper products; toilet paper and towels, etc. (All paper products and hand soaps provided by office. Kitchenette
- 
- Vacuum carpet and spot clean if necessary.
  - Replace paper products and hand soap as needed.
  - Clean dishes, clean/disinfect counter, sink and appliances.
  - Wipe down outside of cupboards.
  - Keep beneath the sink clean and organized.
  - Empty all waste paper receptacles, and place in disposal container located near the courthouse.
  - Clean inside/outside of waste containers as needed.
  - Remove recyclable cans/bottles as needed. Clean surrounding walls as necessary.

### **Monthly:** Office Areas I Common Areas

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls. (cont'd on next page)
- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards.
- Spot Clean walls. Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets.
- Clean inside/outside of waste containers.

**Semi-Annual:**

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months
- Deep clean of tile and grout.

**Additional Specifications**

For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## **B02 - Courthouse Circuit Court: \$4,675**

2,529 sq ft. Courtroom A: 2,184 sq ft. Courtroom B: 432 sq ft. District Attorney: 1,945 sq ft. Common Areas: 3,371 sq ft. County Clerk: 1,535 sq ft. Community Development: 4,348 sq ft.

**Weekly-** 5 days per week

### **Office Areas**

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Pickup debris (i.e. Staples, rubberbands, food, etc.) from beneath desks as needed.
- Entrance door and all interior glass to be spot cleaned.
- Dust/polish all wood surfaces and trim (handrails, wainscoting, benches, etc.).
- Keep janitorial rooms/closets clean and organized.
- Notify department staff of any malfunctioning equipment.
- Dust and sanitize all countertops and public access areas, excluding personal items and IT-related equipment.

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

### **Kitchenettes**

- Vacuum carpet and spot clean as necessary.
- Clean/disinfect counters, sinks and appliances.
- Empty coffee pots/coffee grounds.
- Replace/replenish paper towels and hand soap.
- Remove recyclable cans/bottles as needed. Clean surrounding walls as necessary.

Monthly:

**Office Areas I Common Areas**

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.
- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.
- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards.
- Spot clean walls.
- Buff /polish 2nd floor tile. Bathrooms
- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets .
- Clean inside/outside of waste containers.

**Semi-Annual:**

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Annual: If applicable, 2 year alternating floor care plan. Any hard surface request that requires a strip and refinish will be a task bid.

- Hard Surface Strip / Refinish
- Deep clean tile/grout.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## **B03 - Facilities: \$430**

1,206 sq ft / 2081 sq ft Admin

**Weekly** – twice per week

### **Office Areas –**

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Pickup debris (i.e. Staples, rubberbands, food, etc.) from beneath desks as needed.
- Entrance door and all interior glass to be spot cleaned.
- Dust/polish all wood surfaces and trim (handrails, wainscoting, benches, etc.).
- Keep janitorial rooms/closets clean and organized.
- Notify department staff of any malfunctioning equipment.
- Dust and sanitize all countertops and public access areas, excluding personal items and IT-related equipment.

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

### **Kitchenette**

- Vacuum carpet and spot clean as necessary.
- Clean/disinfect counters, sinks and appliances.
- Empty coffee pots/coffee grounds.
- Replace/replenish paper towels and hand soap.
- Remove recyclable cans/bottles as needed. Clean surrounding walls as necessary.

Monthly:

### **Office Areas**

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.



- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.
- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards.
- Spot clean walls.

#### Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets .
- Clean inside/outside of waste containers.

#### **Semi-Annual:**

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## **B05 – Legal / Human Resources Annex Upstairs \$350**

1500 sq ft / 2490 sq ft Admin / Common 870

### **Office Areas – One time per week**

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Pickup debris (i.e. Staples, rubberbands, food, etc.) from beneath desks as needed.
- Entrance door and all interior glass to be spot cleaned.
- Dust/polish all wood surfaces and trim (handrails, wainscoting, benches, etc.).
- Keep janitorial rooms/closets clean and organized.
- Notify department staff of any malfunctioning equipment.
- Dust and sanitize all countertops and public access areas, excluding personal items and IT-related equipment.

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

### **Kitchenette**

- Vacuum carpet and spot clean as necessary.
- Clean/disinfect counters, sinks and appliances.
- Empty coffee pots/coffee grounds.
- Replace/replenish paper towels and hand soap.
- Remove recyclable cans/bottles as needed. Clean surrounding walls as necessary.

Monthly:

### **Office Areas**

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.
- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.

- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards.
- Spot clean walls.

#### Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets .
- Clean inside/outside of waste containers.

#### **Semi-Annual:**

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## **B05 – Annex Downstairs Juvenile \$720**

1500 sq ft / 2490 sq ft Admin / Common 870

### **Office Areas – twice per week**

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Pickup debris (i.e. Staples, rubberbands, food, etc.) from beneath desks as needed.
- Entrance door and all interior glass to be spot cleaned.
- Dust/polish all wood surfaces and trim (handrails, wainscoting, benches, etc.).
- Keep janitorial rooms/closets clean and organized.
- Notify department staff of any malfunctioning equipment.
- Dust and sanitize all countertops and public access areas, excluding personal items and IT-related equipment.

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

### **Kitchenette**

- Vacuum carpet and spot clean as necessary.
- Clean/disinfect counters, sinks and appliances.
- Empty coffee pots/coffee grounds.
- Replace/replenish paper towels and hand soap.
- Remove recyclable cans/bottles as needed. Clean surrounding walls as necessary.

Monthly:

### **Office Areas**

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.
- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.

- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards.
- Spot clean walls.

#### Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets .
- Clean inside/outside of waste containers.

#### **Semi-Annual:**

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## **B06 – Sheriff \$1050**

Business Offices: 2,800 sq ft. Storage/Evidence Locker: 597 sq ft.

\*Special Requirement – Cleaning twice per week on Tuesday and Friday ONLY.

### **Office Areas – Twice per week**

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Pickup debris (i.e. Staples, rubberbands, food, etc.) from beneath desks as needed.
- Entrance door and all interior glass to be spot cleaned.
- Dust/polish all wood surfaces and trim (handrails, wainscoting, benches, etc.).
- Keep janitorial rooms/closets clean and organized.
- Notify department staff of any malfunctioning equipment.
- Dust and sanitize all countertops and public access areas, excluding personal items and IT-related equipment.

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

### **Kitchenette**

- Vacuum carpet and spot clean as necessary.
- Clean/disinfect counters, sinks and appliances.
- Empty coffee pots/coffee grounds.
- Replace/replenish paper towels and hand soap.
- Remove recyclable cans/bottles as needed. Clean surrounding walls as necessary.

Monthly:

### **Office Areas**

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.

- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.
- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards.
- Spot clean walls.

#### Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets .
- Clean inside/outside of waste containers.

#### **Semi-Annual:**

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## **B07 – Library \$4515**

Sq ft – 17,430

### **Office Areas – 6 days per week**

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Pickup debris (i.e. Staples, rubberbands, food, etc.) from beneath desks as needed.
- Entrance door and all interior glass to be spot cleaned.
- Dust/polish all wood surfaces and trim (handrails, wainscoting, benches, etc.).
- Keep janitorial rooms/closets clean and organized.
- Notify department staff of any malfunctioning equipment.
- Dust and sanitize all countertops and public access areas, excluding personal items and IT-related equipment.

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

### **Kitchenette**

- Vacuum carpet and spot clean as necessary.
- Clean/disinfect counters, sinks and appliances.
- Empty coffee pots/coffee grounds.
- Replace/replenish paper towels and hand soap.
- Remove recyclable cans/bottles as needed. Clean surrounding walls as necessary.

### **Juniper Room**

- Clean and disinfect tables.
- Clean window sill and spot clean windows.
- Clean White board.
- Gather all waste material in containers and remove to outside bin.
- Vacuum and spot clean carpet.



**Book Store**

- Gather waste and sweep and mop the floor.

**Broughton Room**

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean window sill and spot clean windows.
- Restock paper towels and soap dispenser.

Monthly:

**Office Areas**

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.
- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.
- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards.
- Spot clean walls.

**Bathrooms**

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets .
- Clean inside/outside of waste containers.

**Semi-Annual:**

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## **B08 – Health Department \$2150**

Sq ft – 7,500

### **Office Areas – 5 days per week**

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Entrance door and all interior glass to be spot cleaned.
- Keep janitorial rooms/closets clean and organized.
- Notify department staff of any malfunctioning equipment.

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

### **Medical Rooms/Lab**

- Sweep/mop and disinfect floors.
- Clean/disinfect counters, sinks and appliances.
- Gather all waste material in containers and remove to outside container.
- Replace/replenish paper towels and hand soap.
- Disinfect kids' toys, baby scales, chairs and patient exam beds if unlined.
- Clean and disinfect urinal sample areas and remove full sharps containers.

### **Kitchenette**

- Sweep, mop/degrease and disinfect floors.
- Replace paper products and hand soap.
- Clean dishes, clean and disinfect the table, counter, sink and appliances. Wipe down outside of cupboards as needed. Keep beneath the sink clean and organized.
- Gather all waste material in containers and remove to outside bin. Remove recyclables.

### **Monthly**

**Office Area**

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.
- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.
- Removal of any spider/cob webs.
- Wipe down baseboards.
- Spot clean walls.

**Semi-Annual:**

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## **B17 – Landfill \$550**

Sq Ft: 937

### **Office Areas – 1 time per week**

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Pickup debris (i.e. Staples, rubberbands, food, etc.) from beneath desks as needed.
- Entrance door and all interior glass to be spot cleaned.
- Dust/polish all wood surfaces and trim (handrails, wainscoting, benches, etc.).
- Keep janitorial rooms/closets clean and organized.
- Notify department staff of any malfunctioning equipment.
- Dust and sanitize all countertops and public access areas, excluding personal items and IT-related equipment.

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

### **Kitchenette**

- Vacuum carpet and spot clean as necessary.
- Clean/disinfect counters, sinks and appliances.
- Empty coffee pots/coffee grounds.
- Replace/replenish paper towels and hand soap.
- Remove recyclable cans/bottles as needed. Clean surrounding walls as necessary.

Monthly:

### **Office Area**

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.
- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.

- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards.
- Spot clean walls.

#### Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets .
- Clean inside/outside of waste containers.

#### **Semi-Annual:**

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## **B20 – IT/Vet \$1010**

Sq Ft: 637

### **Office Areas – 3 times per week**

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim. Remove scuff marks
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Pickup debris (i.e. Staples, rubberbands, food, etc.) from beneath desks as needed.
- Entrance door and all interior glass to be spot cleaned.
- Dust/polish all wood surfaces and trim (handrails, wainscoting, benches, etc.).
- Keep janitorial rooms/closets clean and organized.
- Notify department staff of any malfunctioning equipment.
- Dust and sanitize all countertops and public access areas, excluding personal items and IT-related equipment.

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

### **Kitchenette/Break Room/Locker Room**

- Vacuum carpet and spot clean as necessary.
- Clean/disinfect counters, sinks and appliances.
- Empty coffee pots/coffee grounds.
- Replace/replenish paper towels and hand soap.
- Remove recyclable cans/bottles as needed. Clean surrounding walls as necessary.

Monthly:

### **Office Area**

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.
- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.

- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards.
- Spot clean walls.

#### Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets .
- Clean inside/outside of waste containers.

#### Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## **Road Department \$430**

Sq ft – 1,015

### **Office Area – 1 day per week**

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Entrance door and all interior glass to be spot cleaned.
- Keep janitorial rooms/closets clean and organized.
- Notify department staff of any malfunctioning equipment.

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

### **Shop Office/Hallway**

- Dust, wipe clean and disinfect all phones, table tops, doors, doorknobs, light switches and fixture
- Sweep, dustmop and wet mop all non carpeted floors. Remove all dirt and dust from under desks, rugs, chairs, baseboards, etc)
- Dust and wipe clean all windows and sills, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas

### **Shop Bathroom – 2x per week**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)



**Semi-Annual:**

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## **B17 – Fairgrounds \$322**

Sq Ft: 988

### **Office Area/Grounds – Once per week**

- Dust all cupboards and shelves file cabinets and chairs.
- Wash glass inside and out.
- Wash and sanitize the kitchen area including fridge and microwave.
- Dust mop and wet mop all non carpeted floors. Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers and wash outside of cans
- Wet wipe interior doors.
- Pull copy machine and other sliding furniture and sweep/mop or vacuum behind (twice a month)
- Sanitize all common contact areas in the office, cafeteria and lobby spaces.

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

Monthly:

### **Office Areas**

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.
- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.
- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards. Vacuum all intake vents.
- Spot clean walls.

### **Bathrooms**

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets .
- Clean inside/outside of waste containers.

Semi-Annual:

- Interior and exterior window cleaning.

- Carpet cleaning every 6 months.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## **B14 – Bowman Museum - \$430**

1st Floor: 6,400 sq ft.

2nd Floor: 1,538 sq ft.

### **Office Area/Common Areas – Once per week**

- Dust all cupboards and shelves file cabinets and chairs. Dust all horizontal surfaces. Disinfect all tabletops, doors, doorknobs and high touch areas. Wipe down stair railings
- Sweep, dust mop and wet mop all non carpeted floors. Vacuum all carpeted areas.
- Wash and sanitize the kitchen area including fridge and microwave.
- Gather all waste material in containers and remove to outside container. Reline all waste containers and wash outside of cans
- Wet wipe interior doors.
- Keep janitorial area clean

### **Bathrooms**

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

### **Outside Train Area**

- Sweep leaves from the door entrance.
- Clean and disinfect signage.
- Clean picnic table as needed.
- Dispose of trash.

### **Kitchenette**

- Vacuum and spot clean.
- Replace paper towel products.
- Clean dishes, clean/disinfect counter, sink and appliances.
- Empty all waste paper receptacles, and place in disposal container outside.

Monthly:

### **Office Areas**

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.
- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.

- Removal of any spider/cob webs.
- Wipe down baseboards. Vacuum all intake vents.
- Spot clean walls.

#### Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets .
- Clean inside/outside of waste containers.

#### **Semi-Annual:**

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## B58 – SARS - \$550

### Office Area/Common Areas – 2x per week

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Pickup debris (i.e. Staples, rubberbands, food, etc.) from beneath desks as needed.
- Entrance door and all interior glass to be spot cleaned.
- Dust/polish all wood surfaces and trim (handrails, wainscoting, benches, etc.).
- Keep janitorial rooms/closets clean and organized.
- Notify maintenance or department staff of malfunctioning equipment.

### Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

### Kitchenette

- Vacuum and spot clean. Sweep and mop floors.
- Replace paper towel products.
- Clean dishes, clean/disinfect counter, sink and appliances.
- Empty all waste paper receptacles, and place in disposal container outside.

Monthly:

### Office Areas

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.
- Dust upper lighting and vents (high dusting - may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.
- Removal of any spider/cob webs.
- Wipe down baseboards. Vacuum all intake vents.
- Spot clean walls.

#### Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets .
- Clean inside/outside of waste containers.

#### Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Additional Specifications For Every Building: Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

## AGENDA ITEM REQUEST



**Date:**

*February 20, 2025*

**Meeting date desired:**

*March 5, 2025*

**Subject:**

*Whether to propose an amendment to formative intergovernmental agreement with City of Prineville, to change the membership of the Crook County Road Agency board and increase the degree of "independence" of the Agency.*

**Background and policy implications:**

*House Bill 2174 (effective January 1, 2022) was adopted by the Oregon Legislature to address a problem with the funding method used in Secure Rural Schools legislation. It created a method whereby Secure Rural Schools (SRS) funds could be allocated to three new types of public entities. As described by the bill's sponsor, Representative Owens, and the Association of Oregon Counties, the effect of this diversion would be to increase the amount of SRS payment in lieu of taxes (PILT) from the United States to Oregon public entities by \$22 million. In testimony before the Legislature, Representative Owen stated that under the current Payment in Lieu of Taxes (PILT) formula, federal receipts from SRS, Refuge Revenue Sharing Fund, The National Forest Fund, Taylor Grazing Act, Mineral Leasing Act, Federal Power Act, and the Community Self determination Act of 2000 are deducted from the next year's PILT allocation as prior payments received by the county. However, if a separate public body receives the payment instead of the county, the amount is not deducted from the next year's PILT payment as a prior payment.*

*Crook County, Jefferson County, Deschutes County, and Klamath County (and potentially other Oregon counties) implemented HB 2174, by undertaking the process to form one of the three types of specified other agencies which may receive SRS funding. Klamath County chose to create a service district under ORS Chapter 451, and the other three worked to create an intergovernmental entity under ORS Chapter 190.*

*Note that under Chapter 190, a single public entity cannot create an intergovernmental entity. The law requires the participation of at least a second public entity. In the case of the Crook County, the County executed an intergovernmental agreement with the City of Prineville, to*



*establish the Crook County Road Agency. This involved the execution of separate ordinances (with public hearings) by each, plus informing the Oregon Secretary of State's Office, of the new entity's creation.*

*In June 2024, the Governor's Office received communication from the United States Department of the Interior, stating that DOI believed that the entities created by Crook, Deschutes, Jefferson, and Klamath Counties were not sufficiently independent to avoid the funding offset under SRS rules. The Governor's Office and AOC asked the four counties for a response. Many of DOI's assumptions were factually incorrect, and the four counties issued a joint response which included a number of supplementary documents and explanations for why legal authority cited by DOI was not applicable.*

*DOI later issued a letter stating that it would issue the portion of SRS payments which were not subject to dispute, and would review the material provided to make a determination on the rest. None of the four counties have said they have heard anything more from DOI on this matter since.*

*Reading through the material DOI provided, it appears that the principal concern was whether the entities created under HB 2174 were functionally independent of the counties which participated in their creation. In the case of a service district formed under Chapter 451, the local board of commissioners is required to serve as the district's governing body. In the case of an intergovernmental entity formed under Chapter 190, each of the forming public bodies executed an agreement which stated that the board would be filled by the members of the county's board of commissioners.*

*As explained in the joint response to DOI, the fact that two public entities may share members is not alone sufficient to deem one dependent on the other. Nevertheless, to potentially forestall a disagreement with DOI for future SRS payments, the County may consider whether to reach out to the City of Prineville, to propose an amendment to the formative IGA to change the membership of the Crook County Road Agency's board. This may include but not be limited to asking for volunteers from the public to be appointed to serve.*

*Other changes to the IGA may also be prudent, such as altering the responsibility for implementing the Agency's financial functions (see e.g. Section 3.3 of the IGA) or the Agency's office location.*

**Budget/fiscal impacts:**

*The amount of future SRS funding is difficult to guess, as hundreds of local jurisdictions around the county are potentially eligible for whatever funding Congress allocates. In 2024, Crook County's "undisputed" allocation was over \$2 million.*

**Requested by:**

*Eric Blaine; County Counsel*

*Eric.Blaine@CrookCountyOR.gov*  
*541-416-3919*

**Presenters:**

*Eric Blaine, County Counsel*

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

*Legal drafted*

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

*N/A*

**List of Attachments:**

- June 26, 2024 letter from Department of the Interior to Crook County.
- June 25, 2024 joint response from Crook, Deschutes, Jefferson, and Klamath Counties.
  - Attachments including IGA with City of Prineville to create Crook County Road Agency.
- June 6, 2024 response from Crook County regarding information request from Governor's Office.
- June 3, 2024 letter from Department of the Interior to Governor's office.

The following text is extremely faint and illegible. It appears to be a list or a series of entries, possibly related to a technical or scientific document. The text is too light to transcribe accurately.



THE SECRETARY OF THE INTERIOR  
WASHINGTON

JUN 26 2024

CROOK COUNTY  
300 NE 3rd Street  
Prineville, OR 97754-1949

Dear County Official:

I am pleased to notify you that on June 26, 2024, the Department of the Interior (Department) issued payments under the Payments in Lieu of Taxes (PILT) program. The PILT program compensates eligible local jurisdictions for Federal lands administered by agencies within the Department and on behalf of the U.S. Forest Service and the U.S. Army Corps of Engineers. Local governments may use the PILT payments for any governmental purpose, including emergency response, public schools, and roads. Since local governments cannot tax Federal lands, annual PILT payments help to defray the costs associated with maintaining important community services.

The Payments in Lieu of Taxes Act, 31 U.S.C. 6901–6907, as amended, authorized the program. The PILT Act prescribes the formula used to compute the annual payments based on annually adjusted per-acre and population variables. Prior-year Federal payments under certain revenue-sharing programs, as reported annually by States, are deducted in formulating the payment amounts. A provision in the PILT Act provides temporary compensation for recent additions to the National Park System and National Forest Wilderness Areas.

The President signed the Consolidated Appropriations Act, 2024 (Public Law 118–42) on March 9, 2024, providing full funding for the 2024 PILT program. More than 1,900 local jurisdictions received a total of \$621.2 million in PILT payments this year.

The Department continues to coordinate closely with the State of Oregon to determine whether the intergovernmental agency receiving your 2023 Title I Secure Rural Schools allocation is politically and financially independent of the county. The payment issued today reflects the amount the Department can currently confirm is allowable. Once the Department reaches a final determination as to political and financial independence of the entity, it will, if necessary, make corrective payment.

For 2024, your county is receiving a PILT payment of \$2,073,282. If you provided current bank routing and account numbers to our Interior Business Center or to the System of Awards Management (SAM), an electronic funds transfer was posted to your account on or about June 26, 2024. If you did not receive a payment or require further information, please refer to

[www.doi.gov/pilt](http://www.doi.gov/pilt). The website includes information on how to register in SAM to expedite receipt of future PILT payments. If you have any questions, please contact the PILT Program Manager, Ms. Dionna Kiernan, at [DOI\\_PILT@ios.doi.gov](mailto:DOI_PILT@ios.doi.gov) or 202-341-2066.

Sincerely,

A handwritten signature in black ink, appearing to read "Deb Haaland". The signature is fluid and cursive, with the first name "Deb" being more prominent than the last name "Haaland".

Deb Haaland

June 25, 2024

Mallorie Roberts  
Legislative Affairs Director  
Association of Oregon Counties  
1212 Court St. NE  
Salem, OR 97301  
mroberts@oregoncounties.org

**Re: Department of Interior's request for information, regarding SRS-receiving  
HB 2174 entities**

Dear Ms. Roberts,

Please accept this letter in response to your message, dated June 19, regarding the request from the Department of the Interior for additional information regarding the separate legal entities which have been designated by Deschutes, Klamath, Jefferson, and Crook Counties to receive Secure Rural Schools payments in lieu of taxes (hereinafter "PILT funds.")

We understand that the counties have been asked to prepare a single, joint response, and that the response should also address four Government Accountability Office opinions and one Department of the Interior administrative case. Below are responses to each.

Also below are responses to the questions posed in the undated Word document you forwarded, which we understand to have originated with the DOI in response to a State of Oregon communication dated on or about June 7, 2024. The letter's questions are restated, followed by a response.

**Government Accountability Office opinions:**

The four GAO opinions cited in the Department of Interior's Word document can be distinguished from the present question. The entities created by Deschutes, Klamath, Jefferson, and Crook Counties under HB 2174 (2021) do not align with the fact patterns in those opinions.

The 1978 opinion addresses PILT payments directed to the state and then distributed by the receiving state to a unit of local government (a county), which then later passes the funding to a school district. Here, PILT funds will be received by the state, and paid directly to the four receiving public entities without ever being handled or received by the four counties.

The 1982 opinion speak to PILT funds "received" by the subject county. Here, the PILT funds are not received by the four counties. Instead, when the State of Oregon receives the funds, it distributes those funds directly to the four public entities. The four counties do not possess, even as pass-through entities, any of these PILT funds.

The 1984 opinion addresses geothermal funds directed from the receiving state to a county. As described in the opinion, this money serves the same function as PILT dollars, and is therefore subject to PILT reduction. This opinion has no relevant application to the present question, except for the portion of the opinion focused on the concept of "meaningful receipt" of PILT funding.

The 1986 opinion concerns a multi-county association that operates as a legal subdivision of the receiving state. Here, the four entities at issue are independent and autonomous from the State of Oregon – each is a separate legal entity (either a road district or an intergovernmental entity) and is not a branch, agency, or instrumentality of the State of Oregon.

**Department of the Interior – Office of Hearings and Appeal Board Order (IBLA 2013-129):**

This 2015 decision upheld a reduction of PILT payments upon the finding that the subject Mineral District created by the Colorado county was not politically and financially independent of the county. Of note, the decision found that the enacting legislation acknowledged that the “sole purpose of the proposed law is to avoid PILT deductions.” No such purpose exists in the legislative history or stated purposes of ORS Chapter 190 (for intergovernmental entities) or ORS Chapter 451 (for county road districts).

The decision noted that the Board of County Commissioners, *in their capacity as County Commissioners*, have authority to disapprove of the district’s service plan and remove district board members without cause. No such authority exists in ORS Chapter 190, ORS Chapter 451, or any of the intergovernmental agreements executed pursuant to those authorities. In each case, the County Commissioners acting in their authority as County Commissioners, have no power or authority over the four entities. It is only when the individuals who serve as commissioners convene their role as a member of the governing body for the entities that they can exercise any meaningful level of authority or control.

It is a familiar concept of the law that individual people may serve many separate roles in public life: someone may be elected as a county commissioner, but also volunteer on the board of a local charity, and also act as the owner of a private business. So long as the individual maintains the distinction between these roles, the law recognizes that the service is appropriate. A commissioner is not required to abandon his or her private business upon being elected, nor is a private business owner forestalled from volunteering on a charitable organization’s board. Only when the actions of these roles are wrongfully mixed is there a problem: for instance, a commissioner wrongfully directing public funds to his or her private business, or a business owner using the charity’s assets to further the programs of the business.

Here, the level of authority and control found in the 2015 decision, by the county over the Mineral District, does not exist. The governing bodies of the entities and counties may share members, but they have the fiduciary responsibility to exercise their duties as the governing body of one separate from their duties as the governing body of the other.

To hold otherwise is to graft onto ORS Chapter 190 and ORS Chapter 451 a new requirement that the districts or public entities cannot have county commissioners separately serve a members of their governing bodies. No such requirement exists, and it should not be added.

**Responses to questions:**

**Question 1)** As noted above, Oregon’s June 7 letter states that “[i]t does not appear that the counties have allocated money to ORS 371.055 county road districts” and goes on to state that Crook, Deschutes, and Jefferson Counties have allocated funds to intergovernmental entities and that Klamath County has allocated funds to the Klamath County Road Service District. Can

the state please confirm that the latter explanation is the accurate one, and not the state's prior communications referring to road districts?

Response: None of the four counties have elected to use the option, created by House Bill 2174 (2021), to create an ORS Chapter 371 county road district. The entities which have been designated to receive SRS funds are:

- Deschutes County: an intergovernmental entity formed under ORS Chapter 190.
- Klamath County: a service district formed under ORS Chapter 451.
- Jefferson County: an intergovernmental entity formed under ORS Chapter 190.
- Crook County: an intergovernmental entity formed under ORS Chapter 190.

Question 2) In addition to the specific topics and questions listed below, the Department would welcome any documents or information that could be relevant to whether each of the entities receiving SRS allocations are politically and financially independent of the counties.

Response: If there are any particular documents which the Department of the Interior would like to receive, please let the counties know. In the meanwhile, attached to this letter are:

- Copy of Department of the Treasury letter, issuing a Federal Employer Identification Number to the Deschutes County Road Agency for IRS purposes.
- Copy of intergovernmental agreement between Deschutes County and Deschutes County 911 Service District, forming the Deschutes County Road Agency under ORS Chapter 190.
- Copy of Department of the Treasury letter, issuing a Federal Employer Identification Number to the Klamath County Road Agency for IRS purposes.
- Copy of intergovernmental agreement between Jefferson County and Canyon View Special Road District, forming the Jefferson County Road Agency under ORS Chapter 190
- Copy of insurance certificate for the Crook County Road Agency.
- Copy of Department of the Treasury letter, issuing a Federal Employer Identification Number to the Crook County Road Agency for IRS purposes.
- Copy of intergovernmental agreement between Crook County and City of Prineville, forming the Crook County Road Agency under ORS Chapter 190.

Question 3) For each of the counties [Deschutes, Jefferson, and Crook], please provide the operative "written agreement" (ORS 190.010) related to the intergovernmental entity/entities in question.

Response: Each intergovernmental agreement is attached.

Question 4) If not contained in the written agreement(s), please:

- a. Identify the other "units of local government" each county entered into an agreement with.
- b. Provide applicable governance documents for any non-county units of local government that are party to an intergovernmental agreement.

Response:

Each intergovernmental agreement specifies the units of local government which entered into the agreement with Deschutes, Jefferson, and Crook County respectively. Those are:



- With Deschutes County, the Deschutes County 911 Service District.
- With Jefferson County, the Canyon View Special Road District.
- With Crook County, the City of Prineville.

We interpret the request for governance documents as referring to documents verifying the existence and legal authorities of these non-county local governments. If any additional documents may be intended, we would be happy to provide them.

Please note that:

- Copy of ORS 221.410, which states in part that “except as limited by express provision or necessary implication of general law, a city may take all action necessary or convenient for the government of its local affairs.”
- The City of Prineville has adopted a charter describing its responsibilities and authorities, which may be viewed online: <https://www.codepublishing.com/OR/Prineville/#!/PrinevilleCH.html>. Under Section 4, it reserves to the City the following authorities:

The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as this charter specifically enumerated each of those powers.

The city shall have the power to build, acquire, own and operate railways operated by steam, electric, or other power within and without its boundaries and running from such city to other towns, cities, and points without its boundaries, and to acquire right-of-way, easements or real property within and without its boundaries for any such purpose.

- The 1988 formation documents for the Deschutes County 911 Service District, including its 2015 amended operating agreement. These documents demonstrate that the District has not fewer than fourteen separate participating agencies, including cities, police districts, fire protection districts, in addition to the county.
- The 2015 amended operating agreement states that the 911 Service District has a variety of powers and authorities, including the authority to approve tax measures, execute collective bargaining agreements, execute its own budget, and implement annual financial audits. These authorities are separate from the authorities as may exist for Deschutes County or, for that matter, any of the public entities which are signatories to the operating agreement.

Question 5) Under ORS 190.010(5), units of local government may, through written agreement, “provide for the performance of a function or activity . . . [b]y an intergovernmental entity created by the agreement and governed by a board or commission appointed by, responsible to and acting on behalf of the units of local government that are parties to the agreement.” Please explain whether and how the independent entities in question are “appointed by, responsible to and acting on behalf of” the parties to the written agreement.

**Response:** Subsection (5) does permit an intergovernmental entity to be “responsible to and acting on behalf of the units of local government that are parties to the agreement,” but that statement is one of many options created by ORS 190.010. Note that ORS 190.010 has six subsections, all of which are disjunctive (i.e. separated by an “or.”) ORS 190.010 allows the local governments to choose which of those subsections to utilize, including subsection (6): “By a combination of the methods described in this section.”

In any event, the “responsible to” language reflects a relationship of accountability to the local governments forming the entity, of which there must be at least two. Counties and cities are normally accountable to their local voters; special districts are normally accountable to the district residents or service customers. Because intergovernmental entities formed under ORS Chapter 190 are not directly accountable to voters or residents, ORS 190.010(5) makes clear that their activities are not beyond the realm of scrutiny. If the two-or-more local governments which formed the intergovernmental entity determine that the entity is not meeting its required objectives or responsibilities, those forming local governments may hold the entity to account.

How they hold the entity to account would depend on the terms which the local governments executed in the forming intergovernmental agreement – in one instance, it may involve withdrawing from the agreement or dissolving the entity; in another instance, it may involve a suit for negligence or malfeasance against the entity itself.

The language of ORS 190.010(5) does not imply that the intergovernmental entity is a mere sock-puppet of one of the forming local governments, carrying out the activities of that one local government under a different name. The “responsible to” language instead reflects that the intergovernmental entity was created for a purpose shared by the forming local governments. If one or more of those local governments feels that the purposes are not being met, ORS 190.010(5) makes clear that the intergovernmental entity is not given carte blanche to ignore those concerns. Instead, the intergovernmental entity must answer to its forming constituents.

Question 6) According to Oregon’s letter, “Intergovernmental entities, by definition, cannot be considered part of the county because they necessarily involve two or more units of local government and are governed by an independent governing body with its own authority and duties.” Please explain the relationship, if any, between the governing body of each county and the governing body of each intergovernmental entity.

Response: Regardless of whether they share members, the governing body of each public entity must separately follow the law in the conduct of their entity’s activities. This includes, but is not limited to:

- Each entity may execute contracts, sue or be sued, or conduct its affairs, under separate legal authorities:
  - For counties: ORS 203.010.
  - For cities: ORS 222.410.
  - For special road districts: ORS 371.475.
  - For county service districts: ORS 451.550.
- Some entities may have the authority to impose taxes or assessments; other Oregon local governments are precluded from having this authority.
- Separately scheduling, organizing, and providing public notice for meetings of the governing body, according to ORS 192.610 to 192.705.
- Complying with local public agency budget laws, including the timing and prerequisites for adopting the entity’s budget, according to ORS 294.305 to 294.565.
- Managing the public entity’s public records under the State archiving rules, OAR 166-150-0005 to 166-150-0215.
- Managing the production of public records, according to ORS 192.311 to 192.431.
- Maintaining separate workers compensation insurance coverage for each entity’s employees under ORS 656.017 to 656.202.

This separation of authorities and responsibilities is functionally no different than when two private businesses execute an agreement to form and manage a new corporation or limited liability company. Each business entity has a separate legal existence; must separately and independently follow corporate management formalities; can own assets, execute contracts, and employ workers in its own capacity; meet their own payroll, taxation, and insurance requirements; and is otherwise treated as being entirely separate from the forming businesses.

The familiar concept of “piercing the corporate veil” can be applied when there is in truth no real separation between one business and another person or entity, but it “is an extraordinary remedy which exists as a last resort, where there is no other adequate and available remedy to repair plaintiff’s injury....” *Amfac Foods v. Int’l Systems*, 294 Ore. 94, 103 (1982). In order to succeed on a piercing the corporate veil theory, the plaintiff must show that (1) the individual had actual control of the corporation; (2) the individual used their control of the corporation to engage in improper conduct; and (3) the plaintiff was harmed as a result of that improper conduct. *State ex rel Neidig v. Superior National Ins. Co.*, 343 Ore. 434, 454-55 (2007). Mere co-mingling of personnel, without more, is not sufficient to pierce the corporate veil. *Id.* at 867.

Although we are unaware of any Oregon case which applies the concept of piercing the corporate veil to the context of an ORS Chapter 190 intergovernmental entity created by two or more other public entities, the logic that this remedy of ascribing to one entity the actions and consequences of another entity should be an extraordinary remedy, available only in limited circumstances, should apply.

**Question 7)** According to Oregon’s letter, “Service districts have a separate board from the county. Though board membership is overlapping with the county, it is a distinct board, with board members for the service district acting for and responsible to the district.” The letter also states, “In this case, the relevant service district is the Klamath County Road Service District.” Please provide more detail about Klamath County Road Service District’s board and documents or information about the District’s governance and formation.

**Response:** ORS Chapter 451 describes the authorities and responsibilities for service districts. Among those responsibilities are: “[A] district may construct, maintain and operate any or all of the service facilities specified in ORS 451.010....” These include but are not limited to sewage, drainage, street lighting works, public parks and recreation facilities, diking and flood control works, water supply works and service, solid waste disposal, public transportation, agricultural educational extension services, emergency medical services, including ambulance services, library services, roads, services related to the emergency communications system, law enforcement services, cemetery maintenance, and animal control.

**Question 8)** ORS 451.485 provides, “The county court shall be the governing body of a county service district established under ORS 451.410 . . . to 451.610.” Please explain whether and how this provision of state law applies to the Klamath County Road Service District.

**Response:** ORS 451.485 states that the county governing body must serve as the governing body of the district. However, that does not mean that the district is an instrumentality, agency, or department of the county. If the district was intended to serve as an instrumentality of the county, then there would be no need to form a district at all – each of the responsibilities described above could, conceivably, be performed by a county.

Instead, Oregon law allows the creation of a separate legal entity, with its own responsibilities and its own operative statutes, independent of the county. When the members of the governing

body of the county convene to act as the governing body of the district, they leave behind their responsibilities to the former and assume the responsibilities for the latter. Again, this is no different from a circumstance where one individual serves as a county commissioner, a board member of a non-profit charity, and the owner of a private business. The law expects people to occupy different roles in their daily lives, and so long as they act with professionalism and maintain the legal distinctions between those roles, the law is not offended.

One can imagine specific facts and circumstances which show that those distinctions have not been followed in a particular instance. However, no such facts have been shown in this instance. The mere involvement of the same set of individuals in the actions of the two distinct legal entities does not demonstrate that the district is a sock puppet of the county.

**Conclusion:**

Thank you for the opportunity to provide insights into the roles of ORS Chapter 190 intergovernmental entities and ORS Chapter 451 special districts. We have endeavored to draft a thorough response in the time allotted, but these areas of Oregon law are filled with intricacies and details. If there is interest in any further discussion or need for information, we would be happy to provide it.

For the reasons discussed above, the type of intermingling between county and recipient of PILT funds that the Department of Interior is concerned about does not exist. Funds allocated by the State of Oregon to the Deschutes County Road Agency, Klamath County Road District, Jefferson County Road Agency, and Crook County Road Agency, should not be subject to deductions.

Sincerely,



Eric Blaine,  
Crook County Counsel

David Doyle  
Deschutes County Counsel

Alexa Gassner  
Jefferson County Counsel

Marcus Henderson  
Klamath County Counsel



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DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 03-07-2023

Employer Identification Number:  
92-2744630

Form: SS-4

Number of this notice: CP 575 E

DESCHUTES COUNTY ROAD AGENCY  
1300 NW WALL ST  
BEND, OR 97703

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-2744630. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

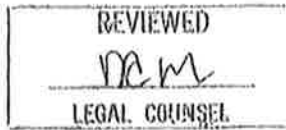
When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c) (3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c) (3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c) (4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search [www.irs.gov](http://www.irs.gov) for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter. For the most current information on your filing requirements and other important information, visit [www.irs.gov/charities](http://www.irs.gov/charities).





DC# 2023-131

**INTERGOVERNMENTAL AGREEMENT  
CREATING DESCHUTES COUNTY ROAD AGENCY**

This Intergovernmental Agreement creating Deschutes County Road Agency (this "Agreement") effective March 2, 2023 (the "Effective Date"), and is entered into between Deschutes County ("County"), a political subdivision of the State of Oregon, whose address is 1300 NW Wall Street, Bend OR 97703, and the Deschutes County 911 Service District, a duly enacted and operating county service district, whose mailing address is P.O. Box 6005, Bend, Oregon 97708-6005. Each of the parties hereto is referred to herein individually as a "Party" and collectively "Parties."

**RECITALS:**

A. The Parties desire to form an intergovernmental entity to be named the Deschutes County Road Agency (the "Agency"). Agency will be formed to receive and distribute certain road funds.

B. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

C. The Parties are authorized to enter into this Agreement creating an intergovernmental entity pursuant to their respective principal acts and ORS 190.003 to 190.130.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the Parties' respective obligations under this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**Section 1. Agency.**

**1.1 Creation.** Pursuant to this Agreement, the Agency is hereby created as an intergovernmental entity pursuant to ORS Chapter 190.

**1.2 Purpose.** Agency's purposes include receiving and distributing U.S. Forest Service Secure Rural Schools ("SRS") funds for road construction in Deschutes County, Oregon, and all other necessary or appropriate functions related thereto.

**1.3 Responsibilities and General Powers.**

**1.3.1** Agency will have responsibility and authority to receive and distribute County's apportionment of SRS road funds for road construction, including functions related thereto, within the boundaries of County, and subject to the terms of this Agreement and/or ORS chapter 190, perform such other functions as may be assigned by the Parties from time to time.

**1.3.2** Agency shall have the power to adopt, through action of its Board of Directors (the "Board"), such bylaws, rules, regulations, and policies necessary to further the purposes of Agency and/or this Agreement.

**1.3.3** Agency shall have the power to enter into agreements with other public or private entities and to exercise all powers pursuant to the Laws (as defined below), including, without limitation, the principal acts of the Parties and ORS chapter 190. For purposes of this Agreement, the term "Law(s)" means all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting Agency, this Agreement, and/or Agency's purposes, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

**1.4 Offices.** The offices of Agency shall be located at the Deschutes County Services Building, 1300 NW Wall Street, Bend, OR 97703.

**1.5 Governing Body.** The Board, unless otherwise provided herein, shall be the governing body and shall exercise authority over all matters of Agency concern.

## **Section 2. Board of Directors.**

**2.1 Membership.** Agency shall be governed by the Board consisting of the commissioners serving on the Deschutes County Board of Commissioners.

### **2.2 Authority.**

**2.2.1** The Board shall have authority to do the following:

- a. Adopt bylaws for Agency, which shall set forth the rules by which the Agency shall be run. The bylaws may be amended from time to time by the Board.
- b. Oversee and to have full responsibility for all matters pertaining to the development and operations of Agency.
- c. Enter into contracts for goods and services for Agency's development and operations.
- d. Review and approve the Agency's budget pursuant to Oregon Local Budget Law, when applicable.
- e. Appoint advisory boards to consider any issue before it, if it so desires.
- f. Establish the Agency mission and goals.

g. Recommend and monitor expenditures consistent with the manner and restrictions of ORS 368.705-368.722.

**2.2.2** The Board shall not have authority to do the following:

- a. Commit the taxing authority or general funds of any Party.
- b. Expend funds in excess of the SRS funding received by the Agency.

**2.3 Meetings.** Regular meetings of the Board shall be held on at least a quarterly basis at such time and place as determined by the Board. Special meetings may be called by the chairperson as needed or desired. All motions presented for approval shall require an affirmative vote of a majority of the whole membership of the voting members of the Board. Two (2) members of Board shall constitute a quorum. Members appearing by telephone or other electronic means are considered present.

The rules of parliamentary practice comprised in the Robert's Rules of Order shall be used as a guide to address procedural questions to the extent not inconsistent with Agency's policy and procedures.

### **Section 3. Budget; Funding; Costs; Revenue.**

**3.1 Budget.** Agency, through County, shall prepare the annual operating budget of the Agency. The Board shall adopt a final budget, in accordance with ORS 294.900 to 294.930, no later than June of each preceding year. The budget period shall be on a fiscal year basis beginning on the first of July each year. The Board shall consider and adopt the budget on behalf of the Agency. If there are any program changes any supplemental budget shall go through the budget stages set forth herein and comply with all applicable budget policies and Oregon Local Budget Law.

**3.2 Funding.** The Agency will receive funds under ORS 293.560 apportioned to the County road fund. County will request that the Oregon Department of Administrative Services credit the moneys described in ORS 294.060(1) to the Agency pursuant to ORS 294.060(8).

**3.3 Expenses.** County will be responsible for providing all funds necessary to pay for Agency's costs, expenses, obligations, and/or liabilities. Notwithstanding anything contained in this Agreement to the contrary, District will not be responsible for (and will not pay) any funds for Agency's costs, expenses, obligations, and/or liabilities.

**3.4 Revenue.** Revenue or fees derived from the functions or activities of the Agency will be apportioned to County.

### **Section 4. Term, Termination and Amendment.**

**4.1 Term.** Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect



until June 30, 2024 (the "Initial Term"), unless sooner terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for one or more term(s) of one year each, unless sooner terminated in accordance with this Agreement. Commencing on or about July 1, 2023 and continuing on or about the same day each year thereafter during the term of this Agreement, the Parties will review this Agreement to determine whether any changes and/or modifications to this Agreement are necessary or appropriate. Any changes and/or modifications to this Agreement require the Parties' mutual written agreement.

**4.2 Termination.** Notwithstanding anything contained in this Agreement to the contrary, (a) the Parties may terminate this Agreement and dissolve the Agency by the Parties' unanimous written agreement, (b) upon expiration of the Initial Term, either Party may terminate this Agreement by providing the other Party no less than one hundred eighty (180) days' prior written notice (provided, however, termination under this Section 4.2(b) will not take effect between February 1 and June 30 of any fiscal year), and (c) either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches and/or otherwise fails to perform the other Party's obligations under this Agreement.

**Section 5. Additional Parties.** Subject to the Laws, including, without limitation, ORS chapter 190, additional governmental entities may be allowed to join the Agency subject to approval by the governing bodies of all Parties.

**Section 6. Insurance; Liability; Indemnification; Relationship.**

**6.1 Insurance.** Agency will obtain and maintain adequate insurance to cover Agency's operations and that at least equal the applicable limits of liability identified under the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300). Insurance requirements may be satisfied by programs of self-insurance.

**6.2 Liability.** Except as otherwise provided under Section 6.3, there shall be no joint and several liability of the Parties either in contract or tort, and all obligations of Agency or the Parties shall be several only. Without limiting the foregoing, no Party to this Agreement shall be liable for damages, debts or claims caused solely by the negligent act, omission or other wrongful act by Agency or other Parties hereto. The Party causing damages by its sole negligent act, omission, or wrongful act shall be individually liable.

**6.3 Agency and County Indemnification.** To the fullest extent permitted under applicable law, Agency and County each jointly and severally release and will defend, indemnify, and hold District and District's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of Agency's formation and operations and/or County's breach and/or

failure to perform County's representations, warranties, covenants, and/or obligations under this Agreement.

**6.4 Relationship.** Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Agency (and/or the Board) will not have the authority to bind and/or encumber a Party in any manner except as agreed in writing by the Party.

**Section 7. Dissolution.** Upon dissolution of Agency, County shall remain solely liable for any Agency obligation that has been specifically incurred in accordance with the terms of this Agreement, or by other resolutions, or by separate agreement of the parties. Upon dissolution, the assets of Agency will be distributed to Deschutes County.

**Section 8. General Provisions.**

**8.1 Coordination; Assignment; Binding Effect.** The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign any of the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

**8.2 Notices; Severability; Remedies.** Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in the preamble of this Agreement (or any other address that a Party may designate by notice to the other parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime,

workers' compensation, and death benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement, pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

**8.3 Waiver; Entire Agreement; Amendment; Counterparts.** Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.

**8.4 Applicable Law; Venue; Attorney Fees.** This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. Each Party is responsible for its own attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

**8.5 Debts, Liabilities and Obligations.** All debts, liabilities and obligations of any of the Parties shall be and shall remain debts, liabilities and obligations of that or those Parties and shall not become debts liabilities and obligations of the other parties or of the Agency. All debts, liabilities and obligations incurred by or on behalf of the Agency shall remain debts, liabilities and obligations of the Agency.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

///

COUNTY:


  
\_\_\_\_\_  
Anthony DeBone, Chair

  
\_\_\_\_\_  
Patti Adair, Commissioner

  
\_\_\_\_\_  
Phil Chang, Commissioner

Date: March 1, 2023

911 SERVICE DISTRICT:

  
\_\_\_\_\_  
Anthony DeBone, Chair

  
\_\_\_\_\_  
Patti Adair, Commissioner

  
\_\_\_\_\_  
Phil Chang, Commissioner

Date: March 1, 2023

---

## EXHIBIT B

88-09756

REVIEWED  
*J*  
COUNSEL

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Final Order Creating the \*  
Deschutes County 911 County \*  
Service District. \*

0090-1257

ORDER NO. 88-025

WHEREAS, a final hearing regarding the formation of the Deschutes County 911 County Service District on May 4, 1988; and

WHEREAS, sufficient written requests for an election were not filed by resident voters within the District; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ORDERS as follows:

Section 1. That the territory described as the boundaries of Deschutes County, Oregon, as defined in ORS 201.090, is formed into the Deschutes County 911 County Service District.

Section 2. That the territory described above and depicted on the map marked Exhibit "A", attached hereto and by this reference incorporated herein, shall be considered formed into the Deschutes County 911 County Service District as of the date of this Order.

Section 3. The purpose of this District is to provide emergency communication services, including an emergency telephone system established under ORS 401.720, within said District.

DATED this 4th day of May, 1988.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

*Lois Bristow Prante*  
LOIS BRISTOW PRANTE, Commissioner

*Tom Throop*  
TOM THROOP, Commissioner

*Dick Maudlin*  
DICK MAUDLIN, Chairman

ATTEST:

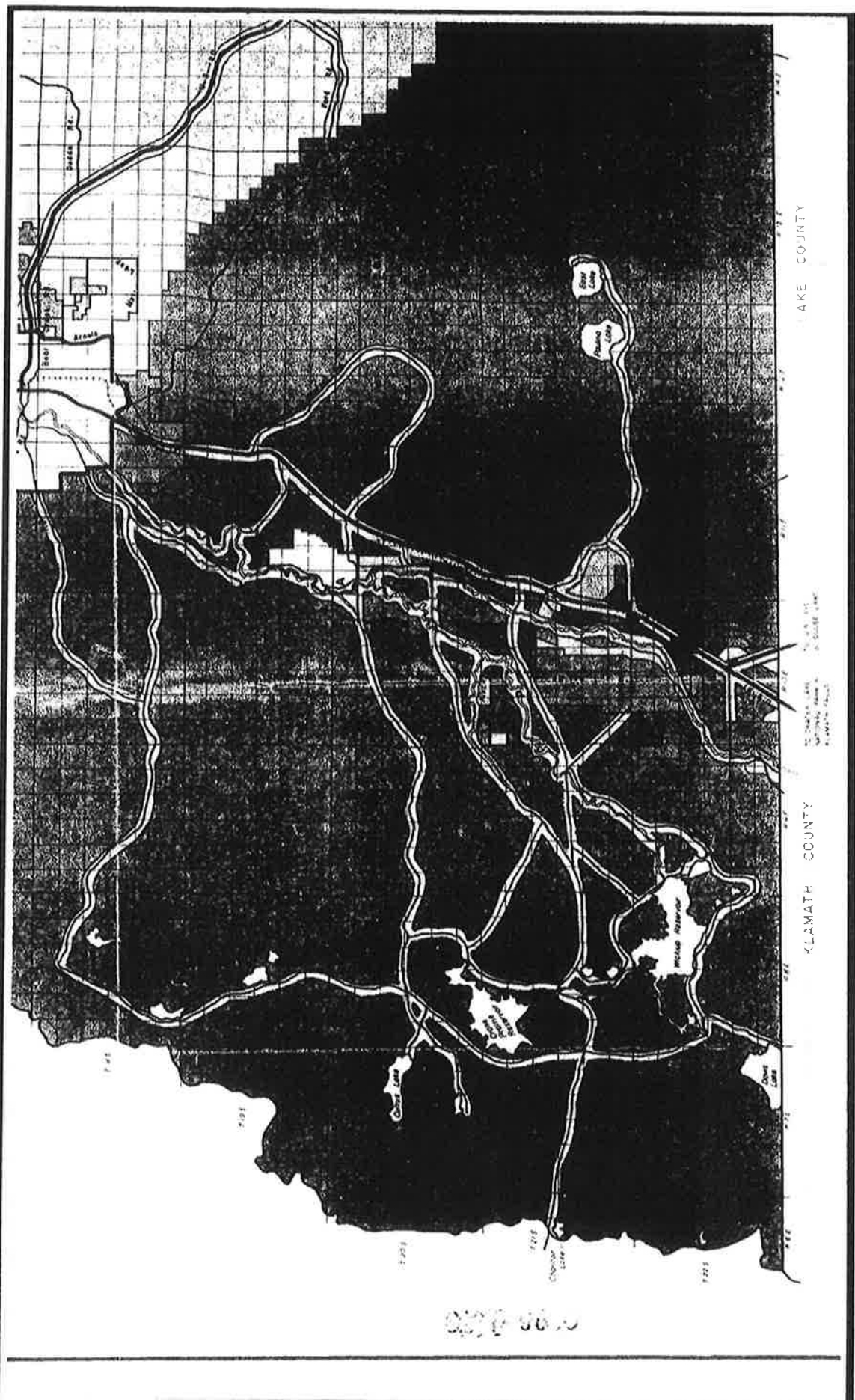
*Susan L. Courstan*  
Recording Secretary

KEYBLINCHED  
MAY 5 1988

1 - ORDER NO. 88-025

88 MAY - 9 PM 1:13  
MANY SUE FERRELL  
COUNTY CLERK









DESCHUTES COUNTY  
**COMPREHENSIVE PLAN**

 **AGRICULTURE**

Includes varying types according to local characteristics and capabilities. For specific information and plan amendments see Comprehensive Plan text and zoning ordinance.

 **FOREST** - Includes public and private timberlands

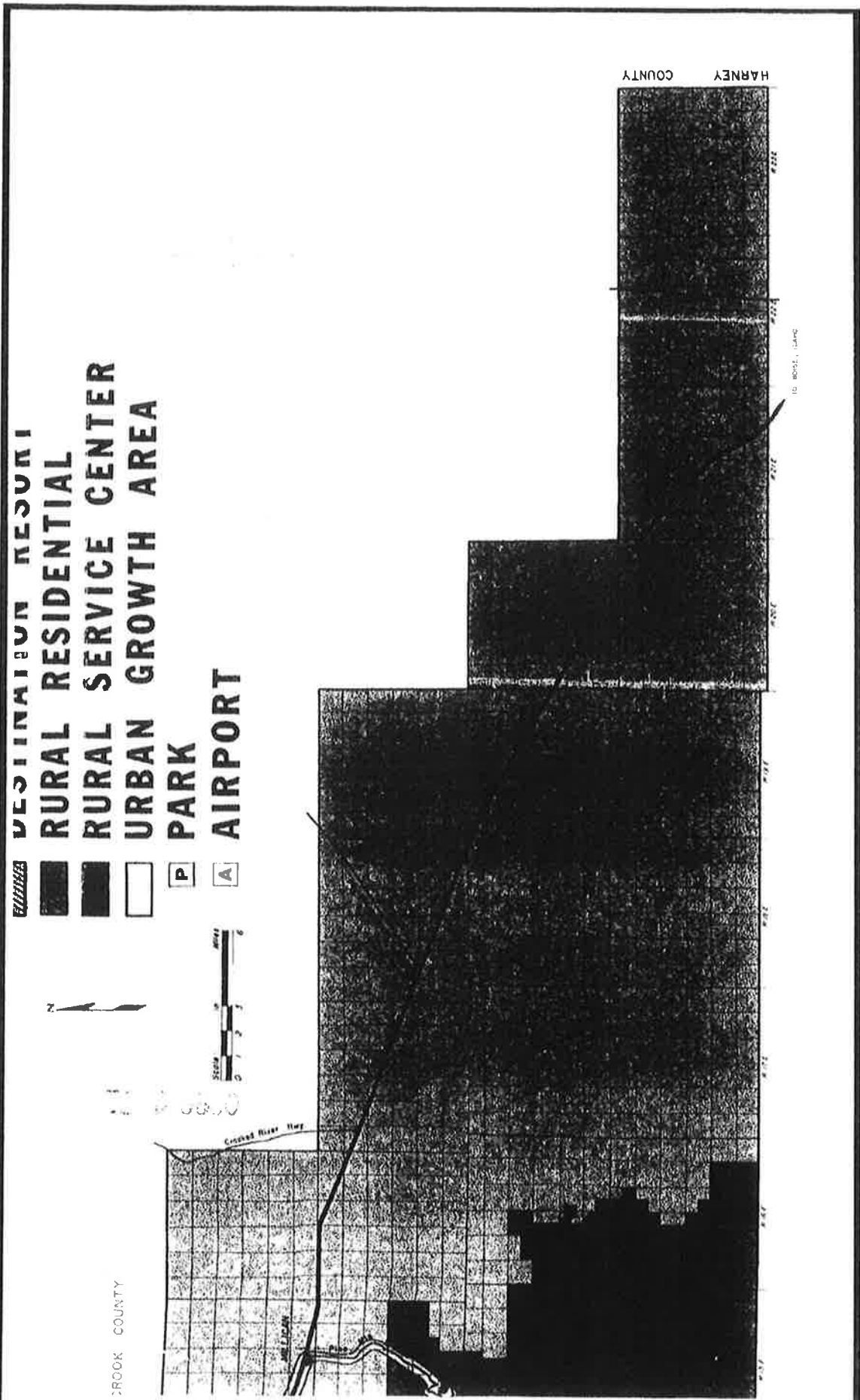
 **LANDSCAPE MANAGEMENT**

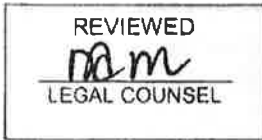
 **PLANNED COMMUNITY**

 **DESTINATION RESORT**

 **RURAL RESIDENTIAL**

 **RURAL COMMUNITY CENTER**





For Recording Stamp Only

**DESCHUTES COUNTY 911 SERVICE DISTRICT - Doc. No. 2019-237  
AMENDING OPERATING AGREEMENT DC 2015-109**

WHEREAS, the Deschutes County 911 Service District ("District") was formed on May 4, 1988 under the authority of ORS Chapter 451 and ORS 401.720; and

WHEREAS, under ORS 451.485, the Governing Body of a county service district shall be the Board of County Commissioners; and

WHEREAS, under ORS 451.610, the Governing Body of a 911 Service District shall appoint an advisory committee to advise and assist the Governing Body in establishing, maintaining and operating the 911 emergency reporting system of the district, which shall consist of one representative from each public or private safety agency within the district; and now therefore,

The parties agree as follows:

1. **PARTIES.** The following are eligible parties to this agreement with the District Governing Body:

- Alfalfa Fire District
- Black Butte Ranch Police Service District
- City of Bend
- City of Redmond
- Cloverdale Rural Fire Protection District
- Deschutes County
- Deschutes County Rural Fire Protection Dist. #2
- Redmond Fire and Rescue
- Sunriver Service District
- Black Butte Ranch Rural Fire Protection District
- City of La Pine
- City of Sisters
- Crooked River Ranch Rural Fire Protection District
- Deschutes County Sheriff's Office
- La Pine Rural Fire Protection District -
- Sisters/Camp Sherman Rural Fire Protection District

2. **AUTHORITY AND DUTIES OF THE DISTRICT GOVERNING BODY.**

- a. The District Governing Body may at any time offer advice and direction to the User Board.
- b. The District Governing Body shall be the approval authority for the District's annual budget, personnel system and modifications thereto, tax measures, and fee proposals.
- c. The District Governing Body shall sign all collective bargaining agreements.

- d. The District Governing Body shall also provide the necessary auditing services to the District at a mutually agreeable cost. The County Administrator or User Board may, at any time, request the services of County internal auditing services. Upon the request of the Governing Body, the District shall cooperate with the County's internal auditor.
- e. The District Governing Body, acting as members of the Budget Committee required by ORS 294.336, shall participate in the review and approval of the fiscal year budget, and shall assume responsibility for compliance with all publication, notice and hearing requirements for the budget process. The District Governing Body shall also be responsible for the preparation and completion of all necessary election filings and other requirements for all tax election measures.
- f. The District Governing Body shall appoint a Liaison to the User Board.
3. USER BOARD.
- a. There is hereby established a User Board consisting of one member appointed by and representing each of the following public safety agencies ("User Agencies"):
- Alfalfa Fire District
  - Black Butte Ranch Department of Police Services
  - City of Bend Fire Department
  - City of Redmond Police Department
  - Crooked River Ranch Rural Fire Protection District
  - Deschutes County Sheriff's Office
  - Redmond Fire and Rescue
  - Sunriver Fire & Rescue
  - Black Butte Ranch Rural Fire Protection District
  - City of Bend Police Department
  - Cloverdale Rural Fire Protection District
  - Deschutes County Rural Fire Protection District #2
  - La Pine Rural Fire Protection District
  - Sisters/Camp Sherman Rural Fire Protection District
  - Sunriver Police Department
- b. A member of the Governing Body, the County Administrator, or a designee of the Governing Body shall chair the User Board meetings.
- c. A majority of the User Board shall constitute a quorum. A majority of the entire User Board shall be required to take any action within the authority of the User Board.
- d. Meetings shall be held at a time and place designated by a majority of all User Board members, or the User Board Chair, upon not less than seven days prior written notice to all User Board members.
- e. A majority of the User Board members may call a special meeting of the User Board for the purpose of addressing with the County Administrator or Governing Body any issues of District-wide concern.
- f. The User Board shall meet at least quarterly to review and provide advisory input into operational rules, policies and procedures of the District that impact user agencies. The User Board will also receive an annual report on District challenges, issues and accomplishments and plans for the forthcoming year, and shall provide advisory input to the County Administrator and the 911 Director on the annual proposed budget for the District prior to the submission of the budget to the District budget committee.

g. Meetings and records of the User Board shall conform to the requirements of ORS Chapter 192. A written agenda for each User Board meeting along with the proposed minutes of the previous meeting shall be delivered to the District Governing Body and to each User Board member at least two days prior to each meeting.

h. The User Board shall annually provide to the County Administrator, by a date designated by the County Administrator, written input and assessment regarding the job performance of the 911 Director.

4. COUNTY ADMINISTRATOR.

a. The District Governing Body hereby delegates operational and management responsibilities to the County Administrator in accordance with Deschutes County Code Section 2.05.060 and 2.05.070.

b. Without limiting the foregoing responsibilities, the County Administrator shall be responsible for the District's administration, budget and personnel functions, including hiring, evaluating, supervising and terminating the 911 Director.

c. If the 911 Director position is vacant, the County Administrator, or designee(s) shall perform the functions of the position.

d. Subject to legal review, the County Administrator may enter into contracts as authorized by DCC 2.37.040(A).

5. 911 DIRECTOR.

a. The 911 Director shall plan, organize, and manage the operations of the 911 Service District. He or she shall have the authority to hire, promote, demote, discipline and terminate all District personnel in accordance with District personnel policies and collective bargaining agreements. The 911 Director shall review the personnel plan as needed and, with the advice of the User Board, make changes, if necessary.

b. The 911 Director shall be responsible for call answering, dispatching, records, communications, security and other communications center functions in conformance with the rules, policies, plans and procedures of the District.

c. Subject to legal review, the 911 Director may enter into contracts as authorized by DCC 2.37.040(D).

d. The 911 Director shall prepare, revise, and modify District policies and procedures that impact user agencies subject to the advisory input of the User Board and thereafter reviewed by County Legal and approved by the Governing Body.

e. The 911 Director shall prepare the annual budget subject to the advisory input from the User Board prior to Governing Board approval. The 911 Director shall present the proposed budget in accordance with District and Deschutes County budget timetables and Oregon Local Budget Law.

f. The 911 Director shall implement policies for the expenditures of budgeted items for the District. Such policies shall be submitted to the User Board for review and recommendation. Such policies shall thereafter be submitted to the District Governing Body for adoption. Any policy changes or additions to contracts shall be timely reviewed by County Legal.

g. The 911 Director shall annually prepare and forward to the governing bodies of the parties, an annual evaluation of the 911 emergency reporting system.

6. FINANCIAL TRANSACTIONS. The financial transactions of the District shall be in compliance with the requirements of the local budget laws and expenditure limitations contained in the laws of the State of Oregon.

7. CONFIDENTIALITY. The User Board, County Administrator or 911 Director shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the District for any purpose not directly connected with the administration of the District's Governing Body, User Board's, Administrator's or 9-1-1 Director's responsibilities under this Agreement except upon any one or more of the following: valid subpoena, court order, as required under ORS 192.410 to 192.505, written consent of the District Governing Body, or if applicable, the employee, client, applicant or person. The User Board, Administrator and 911 Director shall ensure that its agents, officers and subcontractors and District employees with access to records of the District Governing Body, the User Board, the County Administrator and the 911 Director understand and comply with this provision. The User Board and 911 Director shall immediately contact the County Administrator and the Deschutes County Public Information Officer (PIO) when media contact occurs unless such contact occurs at a public meeting of the District or relates to routine District administration, such as the time and place of future meetings.

8. FUNDING. Funding shall be derived as follows:

a. Excise taxes collected on telephone exchange access services and distributed to participating local jurisdictions by the State pursuant to ORS 401.710 to 401.790.

b. Ad valorem property taxes received by the District.

c. The District may adopt additional funding methods, such as service fees and cost-sharing formulas.

d. The Governing Body shall not take any action to change the funding mechanisms in b. and c. above, without first receiving a recommendation from the User Board. Should such a recommendation not be received by the Governing Body within 60 days of a request for same, the Governing Body may act without the User Board's recommendation.

9. PARTICIPATING AGENCY EQUIPMENT.

a. Each User Board member shall be responsible for purchasing, maintaining and repairing their own base, mobile and portable radio equipment, as well as direct landlines from the District's Public Safety Answering Point (PSAP) to their individual stations, remote radios and offices. User Board members shall not be responsible for District landlines or other connectivity to the District's dispatch radios.

b. Each agency represented on the User Board can utilize the technical capabilities of the District

radio staff to provide a maintenance program, based on agreed upon terms.

c. Upon termination by a party and withdrawal from use of the District's PSAP, all District equipment shall be returned to the District.

~~10. ACCOUNTING. The fiscal year of the District shall be the same as that established for Deschutes County, Oregon.~~

11. FACILITIES. Deschutes County will provide space in the building, located at 20355 Poe Sholes Drive, Bend, Oregon to house District operations, including all staff and equipment. Reasonable costs for rent, maintenance and utilities will be based on actual costs to County and other occupants of the building.

12. OTHER SERVICES. If the District elects not to have District employees provide services, the District may contract for, or provide necessary services to, the District such as, but not limited to, legal services, personnel services, information technology, payroll and accounting services. Except for services furnished by Deschutes County, all services provided to District by non-District employees shall be set out in written contracts. In situations where it is determined by the Deschutes County Legal Counsel that an actual or potential conflict of interest exists in the County Legal Counsel's representation of both Deschutes County and the District, or that retaining legal services from outside the office of the Deschutes County Legal Counsel is in the District's best interest, the District may utilize legal services other than Deschutes County Legal Counsel. In the event the District utilizes the services of County Counsel, the District shall pay the County based upon the County's established internal service provider formula for legal services.

13. DEFAULT PROVISION. In the event the District does not adopt operational (including personnel) policies, rules, plans and procedures or contract for or provide necessary services, the applicable Deschutes County policy, rule, plan, procedure or service shall be deemed adopted by the District.

14. REVIEW/EVALUATION. This agreement shall be reviewed annually by the User Board to evaluate the efficiency of the organizational structure.

15. AMENDMENT. This agreement may be waived, altered, modified, supplemented, or amended in any manner only by written agreement of two-thirds of the parties.

16. ADMISSION OF NEW PARTIES. Additional public or private parties may be added by written addendum to this agreement, signed by all parties. Parties admitted to this agreement midway through the fiscal year may be admitted with a pro-rata financial commitment.

17. DURATION OF AGREEMENT. This Agreement shall be automatically extended from year to year on the same terms and conditions, including modifications and amendments, unless it is terminated by written agreement of two-thirds of the parties.

18. USER BOARD'S TENDER UPON TERMINATION. Upon receiving a notice of termination of this Agreement, the User Board, County Administrator and 911 Director shall immediately cease all activities under this Agreement, unless the District Governing Body expressly directs otherwise in such notice of termination. Upon termination of this Agreement, the User Board shall deliver to the District Governing Body all documents,

information, works-in-progress and other property that are, or would be, deliverables had the Agreement been completed. Upon the District Governing Body's request, the User Board shall surrender to anyone whom the District Governing Body designates, all documents, research, objects or other tangible things needed to complete the work.

19. **WAIVER.** The District Governing Body's delay in exercising, or failure to exercise any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise or 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. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

20. **GOVERNING LAW.** This Agreement shall be governed by, and construed, in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between District Governing Body and the User Board members that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim must be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The U.N. Convention on International Sales of Goods will not apply.

21. **SEVERABILITY.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

22. **ANTI-DISCRIMINATION CLAUSE.** No person shall, on the grounds of race, color, creed, national origin, sex, marital status, disability, age or association with any member of such classes, suffer discrimination in the performance of this Agreement when employed by the District. The User Board shall comply with Title VII of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659A.112 to .142, and all regulations and administrative rules established pursuant to those laws. Further, User Board shall not discriminate against minority-owned, women-owned or emerging small businesses in awarding subcontracts as required by ORS 279A.110.

23. **MERGER CLAUSE.** This Agreement constitutes the entire agreement between the parties regarding the operational agreement for the Deschutes County 911 Service District between the Deschutes County Board of Commissioners and public safety agencies. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by two-thirds of the parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

24. **SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 6 and 18.

25. **EFFECTIVE DATE.** This Agreement shall be executed on behalf of each participant. This Agreement



shall become effective immediately upon being adopted and signed by a two-thirds majority of the eligible parties.

26. PRIOR AGREEMENT(S). This Agreement replaces those certain Agreements entitled, Deschutes County 911 Service District Amended Operating Agreement, Document 2010-441, 2013-654, 2015-109, 2018-336 and any successor agreement, if any, thereto.

27. COUNTERPARTS. This Contract may be executed in several counterparts, all of which, when taken together, shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

For 9-1-1

BOARD OF COUNTY COMMISSIONERS  
FOR DESCHUTES COUNTY, OREGON,  
ACTING AS THE GOVERNING BODY OF  
THE DESCHUTES COUNTY 9-1-1  
SERVICE DISTRICT

  
Philip G. Henderson, Chair

  
Patti Adair, Vice-Chair

  
Anthony DeBone, Commissioner

Date August 7, 2019

ATTEST:

  
Recording Authority

ALFALFA FIRE DISTRICT

Chad Lallée \_\_\_\_\_

Print Name

 \_\_\_\_\_

Signature

Fire Chief \_\_\_\_\_

Title

08-21-2019 \_\_\_\_\_

Date

BLACK BUTTE RANCH  
POLICE SERVICE DISTRICT

Dennoy Kelley  
Print Name

Dennoy Kelley  
Signature

Chief of Police  
Title

8/26/19  
Date

CITY OF BEND, OREGON

Eric Knud  
Print Name

  
Signature

CITY MANAGER  
Title

10-22-19  
Date

CITY OF REDMOND, OREGON

Keith Witcosky  
Print Name

Keith Witcosky  
Signature

City Manager  
Title

8/21/19  
Date

CLOVERDALE RURAL FIRE  
PROTECTION DISTRICT

THAD OISEN

Print Name



Signature

Fire chief

Title

9-6-19

Date

DESCHUTES COUNTY

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* All Signatures for Deschutes County  
ARE on page 1 under the Board of  
Commissioners.



DESCHUTES COUNTY RURAL FIRE  
PROTECTION DISTRICT #2

Ray Miao  
Print Name

Ray Miao  
Signature

President of Board  
Title

9/10/19  
Date

REDMOND FIRE AND RESCUE

KEN KEMWA  
Print Name



Signature  
FIRE CHIEF  
Title

8/21/19  
Date

SUNRIVER SERVICE DISTRICT

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BLACK BUTTE RANCH RURAL  
FIRE PROTECTION DISTRICT

DAN TUCKER

Print Name

Dan Tucker

Signature

Fire Chief

Title

8/19/2019

Date

CITY OF LAPINE, OREGON

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SEE LAPINE RURAL FIRE  
PROTECTION DISTRICT (076)

CITY OF SISTERS, OREGON

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*NOT REQUIRED*  
*WRITTEN BY Roger Johnson*

CROOKED RIVER RANCH  
RURAL FIRE PROTECTION DISTRICT

HARRY WARD  
Print Name

[Signature]  
Signature

Fire Chief  
Title

8/16/2019  
Date

DESCHUTES COUNTY SHERIFFS OFFICE

L. Shane Nelson  
Print Name

 AI  
Signature

Sheriff  
Title

08/14/19  
Date



LAPINE RURAL FIRE  
PROTECTION DISTRICT

JERRY HUBBARD  
Print Name

  
Signature

VICE CHAIR (ACTING CHAIR)  
Title

SEPTEMBER 12, 2019  
Date

SISTERS / CAMP SHERMAN  
RURAL FIRE PROTECTION DISTRICT

Roger Johnson  
Print Name

Roger Johnson  
Signature

Fire chief  
Title

8-19-19  
Date

REVIEWED  
LEGAL COUNSEL

06/24/2024 Item #3

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON  
ACTING AS THE GOVERNING BODY OF THE  
DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT

A Resolution Adopting the Budget,  
Levying Ad Valorem Taxes  
And Making Appropriations for the  
Deschutes County 9-1-1  
Service District Budget for Fiscal  
Year 2024-25. \*  
\*  
\* RESOLUTION NO. 2024-018  
\*  
\*

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON, ACTING AS THE GOVERNING BODY OF THE DESCHUTES COUNTY 9-1-1 SERVICE  
DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County 9-1-1 Service District, hereby adopts the budget for the fiscal year 2024-25 in the total sum of \$28,408,974. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County 9-1-1 Service District, hereby imposes the ad valorem property taxes provided for in the 2024-25 adopted budget at the tax rate of \$0.3618 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2024-25 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$0.3618/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2024, and for the purposes shown below, are hereby appropriated as follows:

<b>GENERAL FUND</b>	
Public Safety	\$17,254,619
Transfers	515,000
Contingency	<u>5,188,631</u>
Total General Fund	\$22,958,250

Total District Appropriations	\$22,958,250
Total Unappropriated and Reserve Amounts	<u>\$5,450,724</u>
Total District Adopted Budget	\$28,408,974

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2024-25 fiscal year.

DATED this \_\_\_\_\_ day of June, 2024.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON, ACTING AS  
THE GOVERNING BODY OF THE DESCHUTES  
COUNTY 9-1-1 SERVICE DISTRICT

\_\_\_\_\_  
PATTI ADAIR, Chair

\_\_\_\_\_  
ANTHONY DEBONE, Vice Chair

\_\_\_\_\_  
PHIL CHANG, Commissioner

ATTEST:

\_\_\_\_\_  
Recording Secretary





**Board of Commissioners – Road Service District Board**

David Henslee, Commissioner  
Position One

Kelley Minty, Commissioner  
Position Two

Derrick DeGroot, Commissioner  
Position Three

April 20, 2023

Memo to: Laura Burnett, Department of Administrative Services

RE: Secure Rural Schools Funds

Please deposit the Secure Rural Schools Funds Klamath County Road Service District LGIP number: 6438;  
Tax ID: 1-37-2048828.

**Vickie Noel**

---

**From:** donotreply@sam.gov  
**Sent:** Monday, December 19, 2022 9:10 AM  
**To:** Vickie Noel  
**Subject:** SAM.gov | You have received a Unique Entity ID for KLAMATH COUNTY ROAD SERVICE DISTRICT

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

VICKIE NOEL,

You have successfully received a Unique Entity ID for:

**KLAMATH COUNTY ROAD SERVICE DISTRICT**  
**UNIQUE ENTITY ID: JA88KSVXXL39**

You have been assigned the UEI Data Entry Role in the Entity Registration domain with this entity. You can use the Unique Entity ID to identify your entity to federal government agencies or to register your entity on SAM.gov.

Your Unique Entity ID does not expire and does not need to be renewed. You can update your entity information by signing in to SAM.gov and going to your Entity Management Workspace.

If you have additional questions, please go to the [Federal Service Desk](#).

*Do not reply to this auto-generated email.*

This email was sent from SAM.gov

# Request for Taxpayer Identification Number and Certification



Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
*Klamath County Road Service District*

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) \*

Other (see instructions) \* *Special District of Local Government*

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
*305 Main Street*

**6** City, state, and ZIP code  
*Klamath Falls, OR, 97601*

**7** List account number(s) here (optional)

Requirer's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

		-					
--	--	---	--	--	--	--	--

or

**Employer identification number**

37	-	2048828
----	---	---------

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person: *Vickie Noel* Date: *7/8/2022*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

RECEIVED

JUN 21 2022

PUBLIC WORKS DEPT.

004982.442365.124344.1488 1 MB 0.485 530



KLAMATH COUNTY ROAD SERVICE  
DISTRICT  
305 MAIN ST  
KLAMATH FALLS OR 97601

Date of this notice: 06-14-2022

Employer Identification Number:  
37-2048828

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 37-2048828. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, [www.irs.gov/einnotrequested](http://www.irs.gov/einnotrequested).

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

004982



OGDEN UT 84201-0059

In reply refer to: 1000865427  
June 21, 2022 LTR 147C 0  
37-2048828 000000 00  
Input Op: 0153375094 00003025  
BODC: NOBOD

KLAMATH COUNTY ROAD SERVICE  
DISTRICT  
305 MAIN ST  
KLAMATH FALLS OR 97601



083276

Employer identification number: 37-2048828

Dear Taxpayer:

Thank you for your inquiry of June 09, 2022.

Your employer identification number (EIN) is 37-2048828. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( ) \_\_\_\_\_ Hours \_\_\_\_\_

Keep a copy of this letter for your records.

Thank you for your cooperation.

(IRS USE ONLY) 575B

06-14-2022 KLAM B 0235181626 SS-4



004982

Keep this part for your records.

CP 575 B (Rev. 1-2022)

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

CP 575 B

0235181626

Your Telephone Number Best Time to Call  
( ) -

DATE OF THIS NOTICE: 06-14-2022  
EMPLOYER IDENTIFICATION NUMBER: 37-2048828  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

KLAMATH COUNTY ROAD SERVICE  
DISTRICT  
305 MAIN ST  
KLAMATH FALLS OR 97601



## CERTIFICATE OF COVERAGE

**Agent**  
 Graybeal Group, Inc.  
 100 E Gladys Ave, Ste A  
 Hermiston, OR 97838

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.



citycounty insurance services  
 cisoregon.org

**Named Member or Participant**  
 Crook County Road Agency  
 200 NE 2nd St, Ste 100  
 Prineville, OR 97754

**Companies Affording Coverage**  
 COMPANY A - CIS  
 COMPANY B - National Union Fire Insurance Company of Pitts, PA  
 COMPANY C - RSUI Indemnity  
 COMPANY D - Federal Insurance Company

## LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
<input checked="" type="checkbox"/> <b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	23LCCRA	7/1/2023	7/1/2024	General Aggregate: Each Occurrence:	\$30,000,000 \$10,000,000
<input checked="" type="checkbox"/> <b>Auto Liability</b> <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	23LCCRA	7/1/2023	7/1/2024	General Aggregate: Each Occurrence:	None \$10,000,000
<input type="checkbox"/> <b>Auto Physical Damage</b> Scheduled Autos Hired Autos Non-Owned Autos						
<input type="checkbox"/> <b>Property</b>						
<input type="checkbox"/> <b>Boiler and Machinery</b>						
<input type="checkbox"/> <b>Excess Liability</b>						
<input type="checkbox"/> <b>Excess Crime</b>						
<input type="checkbox"/> <b>Excess Earthquake</b>						
<input type="checkbox"/> <b>Excess Flood</b>						
<input type="checkbox"/> <b>Cyber Security</b>						
<input type="checkbox"/> <b>Difference in Conditions</b>						

**Description:**

**Certificate Holder:**  
 Crook County  
 390 NE Fairview St.  
 Prineville, OR 97754

**CANCELLATION:** Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.

By: Sharon Wray

Date: 7/3/2023



Date of this notice: 02-24-2023

Employer Identification Number:  
92-2543504

Form: SS-4

Number of this notice: CP 575 E

CROOK COUNTY ROAD AGENCY  
203 NE COURT ST  
PRINEVILLE, OR 97754

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-2543504. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search [www.irs.gov](http://www.irs.gov) for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter. For the most current information on your filing requirements and other important information, visit [www.irs.gov/charities](http://www.irs.gov/charities).



**INTERGOVERNMENTAL AGREEMENT  
CREATING CROOK COUNTY ROAD AGENCY**

This Intergovernmental Agreement creating Crook County Road Agency (this "Agreement") effective February 1, 2023 (the "Effective Date"), and is entered into between Crook County ("County"), a political subdivision of the State of Oregon, whose address is 300 NE 3<sup>rd</sup> St. Prineville, OR 97754, and City of Prineville ("City"), an Oregon municipal corporation, whose address is 387 NE 3<sup>rd</sup> St. Prineville, OR 97754. Each of the parties hereto is referred to herein individually as a "Party" and collectively "Parties."

RECITALS:

A. The Parties desire to form an intergovernmental entity to be named the Crook County Road Agency (the "Agency"). Agency will be formed to receive and distribute certain road funds.

B. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

C. The Parties are authorized to enter into this Agreement creating an intergovernmental entity pursuant to their respective principal acts and ORS 190.003 to 190.265.

AGREEMENT:

NOW, THEREFORE, in consideration of the Parties' respective obligations under this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**Section 1. Agency.**

**1.1 Creation.** Pursuant to this Agreement, the Agency is hereby created as an intergovernmental entity pursuant to ORS Chapter 190.

**1.2 Purpose.** Agency's purposes include receiving and distributing U.S. Forest Service Secure Rural Schools ("SRS") funds for road construction in Crook County, Oregon, and all other necessary or appropriate functions related thereto.

**1.3 Responsibilities and General Powers.**



**1.3.1** Agency will have responsibility and authority to receive and distribute County's apportionment of SRS road funds for road construction, including functions related thereto, within the boundaries of County, and subject to the terms of this Agreement and/or ORS chapter 190, perform such other functions as may be assigned by the Parties from time to time.

**1.3.2** Agency shall have the power to adopt, through action of its Board of Directors (the "Board"), such bylaws, rules, regulations, and policies necessary to further the purposes of Agency and/or this Agreement.

**1.3.3** Agency shall have the power to enter into agreements with other public or private entities and to exercise all powers pursuant to the Laws (as defined below), including, without limitation, the principal acts of the Parties and ORS chapter 190. For purposes of this Agreement, the term "Law(s)" means all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting Agency, this Agreement, and/or Agency's purposes, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

**1.4 Offices.** The offices of Agency shall be located at the Crook County Administration Building, 203 NE Court St. Prineville, OR 97754.

**1.5 Governing Body.** The Board, unless otherwise provided herein, shall be the governing body and shall exercise authority over all matters of Agency concern. The Board will serve as the Local Contracts Review Board for the Agency.

## **Section 2. Board of Directors.**

**2.1 Membership.** Agency shall be governed by the Board consisting of the judge and commissioners serving on the Crook County Court.

### **2.2 Authority.**

**2.2.1** The Board shall have authority to do the following:

- a. Adopt bylaws for Agency, which shall set forth the rules by which the Agency shall be run. The bylaws may be amended from time to time by the Board.
- b. Oversee and to have full responsibility for all matters pertaining to the development and operations of Agency.
- c. Enter into contracts for goods and services for Agency's development and operations.
- d. Review and approve the Agency's budget pursuant to Oregon Local Budget Law, when applicable.
- e. Appoint advisory boards to consider any issue before it, if it so desires.
- f. Establish the Agency mission and goals.

- g. Recommend and monitor expenditures consistent with the manner and restrictions of ORS 368.705-368.722.

**2.2.2** The Board shall not have authority to do the following:

- a. Commit the taxing authority or general funds of any Party.
- b. Expend funds in excess of the SRS funding received by the Agency.

**2.3 Meetings.** Regular meetings of the Board shall be held on at least a quarterly basis at such time and place as determined by the Board. Special meetings may be called by the chairperson as needed or desired. All motions presented for approval shall require an affirmative vote of a majority of the whole membership of the voting members of the Board. Half plus one of the members of Board shall constitute a quorum. Members appearing by telephone or other electronic means are considered present.

The rules of parliamentary practice comprised in the Robert's Rules of Order (11<sup>th</sup> Edition) shall be used as a guide to address procedural questions to the extent not inconsistent with Agency's policy and procedures.

### **Section 3. Budget; Funding; Costs; Revenue.**

**3.1 Budget.** Agency, through County, shall prepare the annual operating budget of the Agency. The Board shall adopt a final budget, in accordance with ORS 294.900 to 294.930, no later than May of each preceding year. The budget period shall be on a fiscal year basis beginning on the first of July each year. The Board shall consider and adopt the budget on behalf of the Agency. If there are any program changes any supplemental budget shall go through the budget stages set forth herein and comply with all applicable budget policies and Oregon Local Budget Law.

**3.2 Funding.** The Agency will receive funds under ORS 293.560 apportioned to the County road fund. County will request that the Oregon Department of Administrative Services credit the moneys described in ORS 294.060(1) to the Agency pursuant to ORS 294.060(8).

**3.3 Expenses.** County will be responsible for providing all funds necessary to pay for Agency's costs, expenses, obligations, and/or liabilities. Notwithstanding anything contained in this Agreement to the contrary, City will not be responsible for (and will not pay) any funds for Agency's costs, expenses, obligations, and/or liabilities.

**3.4 Revenue.** Revenue or fees derived from the functions or activities of the Agency will be apportioned to County.

### **Section 4. Term, Termination and Amendment.**

**4.1 Term.** This Agreement shall commence on the Effective Date and will remain in full force and effect until terminated by either Party.”

**4.2 Termination.** Notwithstanding anything contained in this Agreement to the contrary, (a) the Parties may terminate this Agreement and dissolve the Agency by the Parties’ unanimous written agreement, (b) either Party may terminate this Agreement by providing the other Party no less than one hundred eighty (180) days’ prior written notice (provided, however, termination under this Section 4.2(b) will not take effect between February 1 and June 30 of any fiscal year), and (c) either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches and/or otherwise fails to perform the other Party’s obligations under this Agreement.

**Section 5. Additional Parties.** Subject to the Laws, including, without limitation, ORS chapter 190, additional governmental entities may be allowed to join the Agency subject to approval by the governing bodies of all Parties.

**Section 6. Insurance; Liability; Indemnification; Relationship.**

**6.1 Insurance.** Agency will obtain and maintain adequate insurance to cover Agency’s operations. Without otherwise limiting the generality of the immediately preceding sentence, Agency will obtain and maintain, in addition to all other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Agency’s operations (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (c) workers’ compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers’ compensation insurance policy will contain a waiver of subrogation in favor of each Party). Each liability insurance policy required under this Agreement will be in form and content satisfactory to the Parties, will list each Party (and each Party’s Representatives (as defined below)) as additional insured(s), and will contain a severability of interest clause. Notwithstanding anything in this Agreement to the contrary, the Parties may increase the minimum levels of insurance Agency is required to carry under this Agreement so that Agency’s insurance at least equals the applicable limits of liability identified under the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300). For purposes of this Agreement, the term “Representative(s)” means the identified Party’s officers, employees, contractors, agents, and volunteers.

**6.2 Liability.** Except as otherwise provided under Section 6.3, there shall be no joint and several liability of the Parties either in contract or tort, and all obligations of Agency or the Parties shall be several only. Without limiting the foregoing, no Party to this Agreement shall be liable for damages, debts or claims caused solely by the negligent act, omission or other

wrongful act by Agency or other Parties hereto. The Party causing damages by its sole negligent act, omission, or wrongful act shall be individually liable.

**6.3 Agency and County Indemnification.** To the fullest extent permitted under applicable law, Agency and County each jointly and severally release and will defend, indemnify, and hold City and City's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of Agency's formation and operations and/or County's breach and/or failure to perform County's representations, warranties, covenants, and/or obligations under this Agreement.

**6.4 Relationship.** Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Agency (and/or the Board) will not have the authority to bind and/or encumber a Party in any manner except as agreed in writing by the Party.

**Section 7. Withdrawal.** Any Party may elect to terminate its participation in this Agreement (and the Agency) (i.e., withdrawal) by providing no less than one hundred twenty (120) days' prior written notice to the Board chairperson and the governing body of the other Party. Withdrawal will be effective at 11:59 PM of the April 30 that is no less than one hundred twenty (120) days after the date of such notice.

**Section 8. Dissolution.** Upon dissolution of Agency, County shall remain solely liable for any Agency obligation that has been specifically incurred in accordance with the terms of this Agreement, or by other resolutions, or by separate agreement of the parties. Upon dissolution, the assets of Agency will be distributed to Crook County.

#### **Section 9. General Provisions.**

**9.1 Coordination; Assignment; Binding Effect.** The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign any of the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

**9.2 Notices; Severability; Remedies.** Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in the preamble of this Agreement (or any other address that a Party may designate by notice to the other parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement, pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

**9.3 Waiver; Entire Agreement; Amendment; Counterparts.** Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.

**9.4 Applicable Law; Venue; Attorney Fees.** This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Crook County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Crook County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, each party is responsible for its own attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.


**9.6 Person, Interpretation, Signatures.** For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.

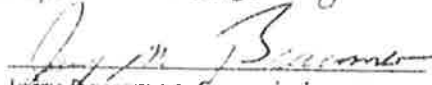
IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

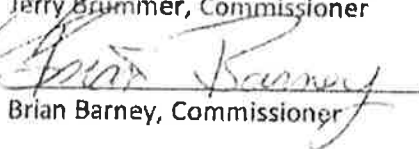
COUNTY:  
Crook County Board of Commissioners

CITY:  
City of Prineville

  
Seth Crawford, Judge

  
Steve Forrester, City Manager

  
Jerry Brummer, Commissioner

  
Brian Barney, Commissioner





# Crook County Counsel's Office

Mailing Address: 300 NE Third St., Prineville, OR 97754  
Physical Address: 305 NE 3<sup>rd</sup> St., Prineville, OR 97754

• Phone: 541-416-3919  
• Fax: 541-447-6705

June 6, 2024

Mallorie Roberts  
Legislative Affairs Director  
Association of Oregon Counties  
1212 Court St. NE  
Salem, OR 97301  
mroberts@oregoncounties.org

**Re: Department of Interior's letter, dated June 3, 2024, regarding SRS**  
Our file: Districts # 20

Dear Ms. Roberts,

Please accept this letter as a statement on behalf of Crook County, a political subdivision of the State of Oregon, regarding the Department of Interior's June 3 letter on Secure Rural School's Payment-In-Lieu-of-Taxes (PILT) deductions.

In that letter, the Department of the Interior (DOI) takes the position that "[u]nder the Department's view of the law and supported by Government Accountability Office (GAO) opinions, PILT funding provided to local governments may be exempt from having payments deducted where state and/or county governments redirect the funds to previously established 'politically and financially independent' service districts." The letter goes on to state that DOI has "reviewed the applicable Oregon statutes and, based on available information, concluded that County Road Districts (established under ORS 371.055) do not meet the requirements needed for political and financial independence consistent with GAO's analysis."

The letter therefore indicates that DOI believes that payments to agencies established to receive SRS funds, affecting Crook, Deschutes, Jefferson, and Klamath counties, must be subject to deductions.

The DOI letter does not include citations to the GAO opinions or analysis, which makes addressing these concerns more difficult.

Nevertheless, based on the manner in which DOI describes its reasoning, we believe that their legal conclusions are in error.

First, under existing guidance and House Bill 2174 (2021), there are three potential types of entities that Oregon counties could ask that SRS PILT funds be directed: a county road



district formed under ORS Chapter 371; a special road district formed under ORS Chapter 451; or an intergovernmental entity formed under ORS Chapter 190. The Crook County Road Agency was formed as an intergovernmental entity under Chapter 190. DOI's conclusion regarding county road districts formed under Chapter 371 would therefore not apply, as the Crook County Road Agency was not formed under those statutes.

Chapter 190 intergovernmental agencies cannot be formed by the whim of a county. Instead, under ORS 190.010 and 190.020, creation requires the agreement of at least one other Oregon public entity. One benefit of this system is that it creates an independent reviewing authority to the proposed entity formation.

Chapter 190 intergovernmental agencies have independent legal existence, and once formed, the intergovernmental agency "is vested with all powers, rights and duties relating to those functions and activities that are vested by law in each separate party to the agreement, its officers and agencies." ORS 190.030. This can include the power to sue and be sued; to purchase, hold, and make use of lands; to make all necessary contracts; and to do all other necessary acts in relation to the property and concerns of the agency. *See e.g.* ORS 203.010. The agency may "apply for or otherwise seek to obtain any benefits of any kind from any public or private entity that any unit of local government, or American Indian tribe, that is a party to the written agreement may apply for or otherwise seek to obtain." ORS 190.035. The formation of an intergovernmental agency must include the provision of notice to the Oregon Secretary of State's office. ORS 190.085. To ensure that the general public has the ability to scrutinize the formation of an intergovernmental agency, the formation requires the adoption of ordinances from the participating public entities. ORS 190.085(1). In the case of an agency created in part by a county, the county's ordinance must conform to the requirements for public notice and public hearings established by ORS 203.045.

Further, the legal authorities for Chapter 190 entities are different from those of the local government agencies which form them. As an example, both Crook County and the City of Prineville (the entities which formed the Crook County Road Agency) have authority to adopt local taxes. But by the terms of the formative intergovernmental agreement, the Road Agency is specifically deprived of the authority to impose taxes.

The Crook County Road Agency is therefore an entirely separate legal entity from Crook County. It operates separately from the forming local governments, as described by the formative ordinances and intergovernmental agreement between the County and City of Prineville. It maintains its own insurance policy under its own name. It has the authority to execute contracts under its own name, and may enforce those contracts under its own name in court.

The DOI letter seems to place a great deal of importance on the idea that if a county road district has the same governing body as the county, that means that the district is not independent of the county. An intergovernmental entity formed under Chapter 190 need not have the county governing body serve as its own governing body; but even where that is the case, under Oregon law each unit of local government operates individually and separately. The Chapter 190 agency can adopt different bylaws and rules of procedures for the conduct of its meetings and business, separate employment policies, and separate hours of operation from a county which helped to form it.

Based on the information contained in the DOI letter, it does not appear that an entity formed under ORS Chapter 190 exhibits the lack of independence that they believe a Chapter 371 county road agency exhibits. In Oregon, 190 intergovernmental agencies are legally and functionally separate entities, and the Crook County Road Agency is distinct from Crook County, a political subdivision of the State of Oregon.

If your office learns anything more about DOI or GAO's opinions, we would sincerely appreciate the opportunity to respond. If your office should require or may benefit from any additional information, please let us know and we will be happy to provide it.

Sincerely,



Eric Blaine  
Crook County Counsel





# United States Department of the Interior

OFFICE OF THE SECRETARY  
Washington, DC 20240

June 3, 2024

The Honorable Tina Kotek  
900 Court Street, Suite 254  
Salem, OR 97301

Dear Governor Kotek:

I am reaching out today to ask for your assistance in adjusting the Oregon prior-year payment submission for the 2024 Payments in Lieu of Taxes (PILT) program. The PILT program is administered by the Office of the Assistant Secretary for Policy, Management and Budget, and I understand the importance of the PILT program to rural communities to fund vital services such as emergency response and public safety, public schools, housing, and social services, as well as roads and transportation. PILT payments are one of the ways the Federal Government can fulfill its role as a good neighbor to local communities.

The Department of the Interior (the Department) received Oregon's certified prior-year payment data submission providing the information necessary to make the 2024 annual payment under the PILT Act. We are grateful for the efforts of your staff to provide timely, complete information. As part of the follow-up review of the Oregon package, we were notified that State law ORS 294.060, which outlines the apportionment of moneys received by counties from federal forest reserves to road and school funds, was recently amended to provide counties the option to credit those moneys to certain public bodies.

In fiscal year (FY) 2023, four Oregon counties elected to allocate Title I Secure Rural Schools (SRS) moneys to the county road districts, pursuant to ORS 294.060(8)(b) of the new law:

- Crook County
- Deschutes County
- Jefferson County
- Klamath County

As part of the 2024 PILT calculation, the State reported no deductible Title I SRS payments for these four counties. The PILT statute identifies SRS as one of several payment laws for which payments received by counties in the prior year are to be deducted in calculating the PILT payment unless they meet specific criteria.

Under the Department's view of the law and supported by Government Accountability Office (GAO) opinions, PILT funding provided to local governments may be exempt from having payments deducted where state and/or county governments redirect the funds to previously

established "politically and financially independent" service districts. In cases where an independent service district is receiving the funds, GAO has concluded the county has not actually "received" the funds and, therefore, those amounts are not deducted in the PILT calculation. Consistent with GAO analysis, the key determination for deductibility is whether the district receiving the funds is politically and financially independent from the governing body of the county.

We have reviewed the applicable Oregon statutes and, based on available information, concluded County Road Districts (established under ORS 371.055) do not meet the requirements needed to establish political and financial independence consistent with GAO's analysis. ORS 371.105(2) requires "...the whole amount of tax moneys levied and collected by the road district shall be expended under the supervision of the county court..." ORS 371.005 defines the term county court "As used in this chapter, unless the context requires otherwise, 'county court' includes board of county commissioners."

Because the governing body of the county (the county court, which by definition includes the board of county commissioners) is designated in the statute to supervise expenditure of funds directed to the County Road District, the statute does not appear to establish sufficient independence to meet the GAO criteria. As such, the Title I SRS funding received by these four counties in 2023 must be appropriately reported as a deduction in the 2024 PILT calculation.

The Department is working to quickly finalize and issue the 2024 PILT payments before the end of June and we must move ahead based on our current understanding and legal analysis of the situation. However, we stand ready to review any additional information the State can provide to support a finding the four county road districts are indeed politically and financially independent. We hope this can be resolved quickly before the initial 2024 PILT payments are made; however, if adjustments are needed after the June payments, the Department has the authority and ability to issue upward adjusted payments.

While we work with your staff to resolve this issue and to ensure all Oregon counties receive a 2024 PILT payment at the end of June, the Oregon submission of prior-year payment deductions will need to be adjusted. Oregon counties typically send 25% of Title I funding to schools, so the remaining 75% of these funds would be reflected as deductions under the PILT formula. According to the amounts reported by the U.S. Forest Service, we would expect the deductions listed below reflected in a revised submission.

County	FS Title I Payment	FS Timber Title I Deductions	75% of FS Title I Payment
CROOK COUNTY	\$1,089,826	\$0	\$817,369
DESCHUTES COUNTY	\$926,525	\$0	\$694,894
JEFFERSON COUNTY	\$410,716	\$0	\$308,037
KLAMATH COUNTY	\$5,471,418	\$0	\$4,103,563

The 2024 PILT payments cannot be calculated until all submissions are received. We value the accuracy of your State's data, so our standard process is to maintain secure State ownership of certified deduction materials through the PILT Portal. However, the Department can make the revisions on the State's behalf and calculate the revised 2024 PILT payments to include the deductions listed above to ensure timely payment in June. Alternately, if you would prefer your staff revise and resubmit the information, please ask them to do so no later than Friday, June 7, 2024.

We are grateful for the Department's ongoing partnership with the State of Oregon and its counties. To assist you and the state legislators in understanding the legal analysis of special service districts as they relate to PILT and the Oregon County Road Districts, the Department is also happy to make members of our team available to further discuss our analysis, including additional detail regarding factors utilized in assessing independence for single service districts.

We understand the importance of PILT payments to local entities and appreciate the challenges communities face to provide funding for education, infrastructure, law enforcement, and other county services. We also understand the importance of resolving this issue quickly to ensure Oregon counties receive their full allowable PILT payment for 2024.

We look forward to working with your staff to ensure initial PILT payments are issued in June, and our door is open to support you and your staff in resolving this matter. If you have questions or would like to schedule a time to discuss, please reach out to Shantha R. Alonso, Director, Office of Intergovernmental and External Affairs, at [shantha\\_alonso@ios.doi.gov](mailto:shantha_alonso@ios.doi.gov) or by phone at 202-538-2965.

Sincerely,

**JOAN  
MOONEY**

Digitally signed by JOAN  
MOONEY  
Date: 2024.06.03 16:01:19  
-04'00'

Joan M. Mooney  
Principal Deputy Assistant Secretary  
Exercising the Delegated Authority of Assistant  
Secretary—Policy, Management and Budget

