

## **NOTICE AND DISCLAIMER**

The Crook County Court is the governing body of Crook County, Oregon, and holds public meetings (generally on the first and third Wednesday of each month) to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled regular meeting.

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

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

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**CROOK COUNTY COURT MEETING**  
**Crook County Annex | 320 NE Court St. | Prineville OR**  
**WEDNESDAY, September 16, 2020**  
**9:00 A.M.**

**CONSENT AGENDA**

*(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)*

1. Approve Minutes of August 5, 2020 Regular Meeting; April 29, 2020 and April 10, 2020 Special Sessions; August 4, 2020 and September 8, 2020 Work Sessions; and the open portion of the September 9, 2020 Special Executive Session
2. Approve Order 2020-48, Adjustments to 2021 Crook County Budget
3. Approve Amendment 2 to State Marine Board IGA for Grant Funds
4. Approve Social Security Administration Incentive Payment MOU
5. Approve Amendment 12 to IGA 159807 adding Funds to add a Tri-County Opioid Response Coordinator Position to the Financing of Public Health IGA 159807
6. Approve Mini Grant MOU with Oregon Alliance and Oregon Health Authority for Suicide Prevention in the LGBTQ+ Community

**SCHEDULED APPEARANCES**

7. St Charles Foundation – Host of 2020 Hospice Christmas Auction – Rental Fee Waiver Request  
Presenter: Michelle Solley, St Charles Foundation (10 Minutes)

**DISCUSSION**

8. *Public Hearing – First Reading* of Ordinance 321, Amending the Crook County Code Chapters 17 and 18 and Declaring an Emergency Requester: Ann Beier (5 Minutes)
9. *Public Hearing – First Reading* of Ordinance 322, Amending the Crook County Comprehensive Plan and Declaring an Emergency Requester: Ann Beier (5 Minutes)
10. *Public Hearing -- Grandview Subdivision Partition Plat* Requester: Ann Beier (5 Minutes)
11. Announce Successful Bidder from Request for Proposal re Infrastructure Server, Licensing, and Xi Leap Cloud Infrastructure project/purchase Requester: Troy Poncin (5 Minutes)
12. Announce Successful Bidder from Request for Proposals re Landfill Entrance Facilities Improvements Project Requester: Jeff Merwin (5 Minutes)

**EXECUTIVE SESSION**

NONE SCHEDULED

*\*The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.  
\*The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

**BE IT REMEMBERED THAT** the Crook County Court met in a Regular Court Session on August 5, 2020 at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon. In attendance were: County Judge Seth Crawford; County Commissioner Jerry Brummer; County Commissioner Brian Barney; County Counsel Eric Blaine; Assistant County Counsel John Eisler and County Court Secretary Colleen Ferguson.

In attendance both in person and on the WEBEX were: Brandi Ebner, Crook County Foundation; James Savage, County Undersheriff; Kim Barber, Director, HR; Vicky Ryan, Public Health; Janet Pritiskutch, Senior Finance; Muriel DeLaVergne-Brown, Public Health; Jon Soliz, Assessor; Shannon Dearth, Veterans Service Officer; Stephanie Wilson, Sheriff's Office; Debbie Patterson, Juvenile Director; Buzzy Nielsen, Library Director; and Regina Paul, Paralegal.

The public and the media was notified of the meeting by public notice.

Judge Crawford called the meeting to order and led in the Pledge of Allegiance.

**Consent Agenda:**

Consent Agenda was presented. No changes made.

**Motion:**

Commissioner Brummer moved and Commissioner Barney seconded to approve the Consent Agenda as presented. Vote was 3-0, motion carried.

**Crook County Foundation Programs Update:**

Brandi Ebner presented the annual update on the Crook County Foundation including the changes voted on by the partners that included articles and updated bylaws. Ms. Ebner reported on membership, events, effects of COVID-19 on activities, virtual events, scholarships including a new trade scholarship, policy and procedures with the need for someone to bring all the bits and pieces together, cultural activities, webinars, and non-profits. Ms. Ebner thanked the County for the \$5,000 given to the Foundation each year and asked that the Court consider it again for the next year.

**Order and Resolution 2020-43, extending Duration of Pandemic State of Emergency:**

Muriel DeLaVergne- Brown presented the need for extending the duration of State of Emergency Declaration due to the pandemic. Discussion was held regarding the language, the dates for the duration of the extension, the directions to individuals for self-monitoring, traveling advisory for high risk individuals, working from home for two weeks (this is not a requirement of the County currently) as a Public Health Policy, and the importance of setting an example.

**Order 2020-44, Face Mask Policy**

Discussion held on medical reasons to accommodate individuals with problems wearing masks or shields, the use of face coverings of non-employees and following the orders of the Governor. Mr. Blaine reminded the Court that this declaration is only the policy for the County. The Health Department has masks available for the County departments and for clients/individuals in need of face coverings. The temperature check is self-monitoring and thermometers will be available. Some departments have chosen to serve the public by appointment only and requiring a mask, with the majority of services begin

accomplished by phone or email. Department Heads will be asked for their Department's plan and comments.

**Motion:**

Commissioner Brummer moved and commissioner Barney seconded to approve Order 2020-43, Extension of Emergency Declaration to January 1, 2021. Vote was 3-0, motion carried.

**Motion:**

Commissioner Brummer moved and Commissioner Barney seconded to approve Order 2020-44, Face Mask Policy. Vote was 3-0, motion carried.

**Ergonomic Fund:**

HR Director Kim Barber presented information regarding the ergonomic fund that was established to help prevent injuries and ease discomforts in the workplace and help reduce the amount of workplace workers compensation claims. During the budget adjustments, the funds were put into the general fund, and the request is to return the money to the Ergonomic Fund. On October 11, 2019, \$43,000 was received from SAIF for the Ergonomic Fund. Janet Pritiskutch explained that the Ergonomic Fund money was put into the general fund as they were not used effectively, and the funds helped with the budget shortfall. They had been budgeted in non-departmental funds. Discussion was held regarding the amount of the funds that can be transferred back, and the history of the funding was discussed. There will also be dental premiums returned to the County this year due to the change in dental coverage during mid-year that could go into that fund. Debbie Palmer pointed out that through operations, HR will increase the internal service costs. Mr. Pritiskutch explained how to reduce the internal charges, offset the expenses, and allocate the expense or allocate one expense to HR or Ergonomic supplies, but not to other Departments. Finance would prefer to add this money to an HR fund line. Note: This was not an original budget matter.

**Grant offer re: Airport Runway 10-28 Project Phase II:**

Assistant County Counsel John Eisler presented a Grant offer award for Phase II of the Airport Runway 10-28 project. The grant will fund 100 percent, or \$1.8 million dollars.

**Motion:**

Commissioner Barney moved and Commissioner Brummer seconded to accept the Grant Award for Phase II of the Airport Runway 10-28 project. Vote was 3-0, motion carried.

**Grant offer re: Airport Apron Project Phase II:**

Mr. Eisler presented a grant offer award for Phase II of the Airport Apron Project that will be 100 percent funded. The paperwork is not completed and would need to be signed out of Court subject to Legal review. Motion held to sign out of court.

**Motion:**

Commissioner Barney moved and Commissioner Brummer seconded to accept the Grant Offer of 100 percent funding for Phase II of the Airport Apron project. Vote was 3-0, motion carried.

## EXECUTIVE SESSION

Judge Crawford adjourned the Court out of the open portion of the Work Session and into Executive Session under ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection; and

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions; and

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.

After discussion of these matters and there being no further matters to discuss in Executive Session, Judge Crawford adjourned the Court out of Executive Session and into Open Session, inviting members of the public into the meeting room.

## OPEN SESSION

There were no motions required for the Executive Session matters.

**MOTION:** Commissioner Barney moved to approve the grant agreement with DAS. Commissioner Brummer seconded. Vote was 3-0, motion carried.

**MOTION:** Commissioner Brummer moved to approve the engagement letter with Sussman Shank. Commissioner Barney seconded the motion. The vote was 3-0, motion carried.

Discussion held regarding the letter supporting Law Enforcement to be sent to the legislature for the Special Session.

Commissioner Brummer provided information regarding a grandfathered in access located on Highway 126, across from the Airport. Commissioner Brummer thought it was there and the information on the access was discovered by Roadmaster Bob O'Neal.

Meetings scheduled. Judge Crawford and County Counsel Eric Blaine, Thursday, August 6<sup>th</sup>, 2020, at 1:00 p.m. Meeting with Assistant County Counsel John Eisler, Commissioner Barney and Airport Manager Kelly Coffelt, 3:00 Thursday, August 6, 2020.

August 7, 2020, Friday, 4:00 p.m., Special Session for Court in the Admin Conference Room located at 203 NE Court Street to finalize the letter of support for law enforcement.

There being no further matters before the Court requiring action at this time, Judge Crawford adjourned  
Respectfully submitted,

*Colleen Ferguson*

Colleen Ferguson, Crook County Court Secretary

**BE IT REMEMBERED THAT** the Crook County Court met in a Special Session on April 29, 2020, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754, and virtual attendance was available. In attendance in person and by phone were: County Judge Seth Crawford; County Commissioner Jerry Brummer; County Commissioner Brian Barney; County Counsel Eric Blaine; and Assistant County Counsel John Eisler; Colleen Ferguson, County Court Secretary; Casey Daly, Fairgrounds Manager; Muriel DeLaVergne-Brown, Public Health Director; Roxanne, Bowman Museum; Debbie Palmer, Treasurer; Wade Whiting, District Attorney; Jeremy Thamert, Facilities Manager; Bob O’Neal, County Roadmaster; Shannon Dearth, Veterans Service Officer; Janet Pritiskutch, Finance; Andy Parks, Consultant; Carrie Gordon, Museum; Cheryl Seely, County Clerk; Levi Roberts, GIS Manager; Kim Herber, Extension Office; Kirsten Veelle, Barbara Franano, and Laura Franzen, DA Office; Zuanne Neil, Library Board; County Sheriff John Gautney; County Assessor Jon Soliz; Bowman Museum Director, Sandor Cohen; Landfill Manager Jeff Merwin; Raun Atkinson, Deputy District Attorney; Ann Beier, Planning Director; Katie Plumb, Crook County Health Department (CCHD); Amber Smith and Barbara Bayless, Victims Advocate; Brittany Hager, Shelly Phillips, Haylee Crow, Crystal Schmidt, Tracee Revoir, Stacy Longacre, Kassandra Bliss, DA Office; Buzzy Nielsen, Library Director; Cindy York, Library; Kim Barber, HR Director; Jane Scheppeke, Library; Debra Patterson, Director Juvenile Department; and Troy Poncin, IT Director.

The media received public notice of the meeting. The purpose of today’s Special Session is to discuss updating County Policy regarding updating the handbook to protect employees during the implementation of employee furlough(s), implementation process of furlough(s), and the anticipated loss of revenue from a number of State sources, all due to the COVID-19 impact.

**ORDER 2020-26-Changes to Employee Handbook**

County Counsel Eric Blaine presented Order 2020-26, in the matter of allowing changes to the Employee Handbook including benefits, eligibility, retirement, 401k during furloughs. Treasurer Debbie Palmer and HR Director Kim Barber recommend approval as written.

**MOTION:**

Commissioner Barney moved and Commissioner Brummer seconded to approve Order 2020-26 as presented. Vote was 3-0, motion carried.

**Furlough Discussion:**

Judge Crawford discussed the upcoming loss of transient taxes and a brief presentation on the County’s departments’ budgets’ use of the transient tax, and how the loss of this revenue will impact the County due to the pandemic. Meetings were held with the Judge, HR, and the respective department heads regarding the expected losses for these departments and the furloughing of certain positions to a minimum staff, with approximately one-third savings to the County anticipated during this shortfall. All County Departments are to function on a budget. Furloughed employees encouraged to contact HR regarding the furlough(s) and/or unemployment information, and Crook County will continue to pay 90% of the furloughed employee’s insurance premium. The Court will update the public on the reopening of Oregon counties as information becomes available.

Consultant Andy Parks, Treasurer Debbie Palmer, HR Director Kim Barber and Judge Seth Crawford will work together and act as liaisons during the furlough process.

**MOTION #1:**

Commissioner Brummer moved and Commissioner Barney seconded to authorize the furloughing of employees down to minimum staffing of the Fairgrounds, Library and District Attorney's Office. The vote was 3-0, motion carried.

**MOTION #2:**

Commissioner Barney moved and Commissioner Brummer seconded to delegate authority to Judge Crawford to review staffing levels of any department and make decisions in that department regarding the furloughing of employees. The vote was 3-0, motion carried.

Ninety percent of the health insurance will continue to be paid by the County with ten percent being the responsibility of the employee, but the 401K contribution will not continue during the furlough.

These unfortunate decisions will assist the County to continue to function efficiently during the pandemic and to guide County employees through the unemployment insurance process, including the \$600 Federal stimulus and the continuation of the insurance coverage by the County.

Commissioner Brummer added that these decisions are based on the information the Court has received in an effort to be proactive.

**ADDITION:**

Keity Crismon, HR Benefits Partner, presented cost effective benefit changes, engaging BPA in place of Pacific Source for the operation of the HSA, Flex Spending, and VEBA accounts, with an additional HSA option to employees. A change in dental carrier will result in a \$8,000, while providing additional coverage to the employees at no extra cost. There are no amendments needed to the existing contract, and the contract and benefit package take effect on July 1, 2020. The coverage will provide preventative dental care benefit but will no longer be charged against the \$1,500 benefit maximum.

**MOTION:**

Commissioner Brummer moved to approve the insurance coverage changes as presented that will take effect July 1, 2020. Commissioner Barney seconded. Vote was 3-0, motion carried.

There being no further discussions to come before the Court this morning in the Special Session, Judge Crawford adjourned the Court meeting.

Respectfully submitted,

*Colleen Ferguson*

Colleen Ferguson  
Crook County Court Secretary

**BE IT REMEMBERED THAT** the Crook County Court met in a Special Session on April 10, 2020, at 11:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754. In attendance in person and by phone were: County Judge Seth Crawford; County Commissioner Jerry Brummer; County Commissioner Brian Barney; County Counsel Eric Blaine; Assistant County Counsel John Eisler; Colleen Ferguson, County Court Secretary; IT Director Troy Poncin, Juvenile Director Debbie Patterson; HR Director Kim Barber; Keity Crismon, HR and by phone Muriel Delavergne-Brown; Buzzy Nielsen, County Library Director; Wade Whiting, District Attorney; Shannon Dearth, Veterans Service Officer; Levi Roberts, GIS; Sandy Cohen, Bowman Museum Director; Tim Deboodt, Natural Resources Director; Janet Pritiskutch, Finance Officer; and County Treasurer Debbie Palmer.

The media was provided public notice of the meeting.

The purpose of the Special Meeting called today is to discuss the new federal law entitled Family Care Act enacted April 1, 2020, in effect until December 31, 2020, due to the COVID 19 pandemic, regarding allowance of COVID-19 related sick hours for full-time employees (80 hours) and part-time employees (2-week period).

The law could affect County resources and the ability to meet State and Federal requirements. Discussion held regarding structure of new law, Finance Office's role to track for COVID-related absenteeism, the timeline to adopt, and the laws put in place on March 16 for a short term stop gap and the need to discontinue that law and move forward with the new direction to take care of the County's employees. Discussion was held regarding qualifications for the CARES Act and Families First Act, scenarios if employee's paid-time-off banks are exhausted, and the absolute cap on the number of hours allowable and available. Several scenarios were discussed regarding part- and full-time employees with exhausted sick time leave and potential benefits available through the Families First Program. Donations of time were discussed, and a mention of FMLA employee status to be eligible to received donated time.

Discussion for clarification was held on determination of reasons employees would stay home or work from home due to sickness, no daycare availability, and the use of the FMLA, OFMLA, or OFLA, and questions were raised regarding the borrowing of sick time and the repercussions of paying the 'time' back.

Unemployment benefits and the process was discussed, Families First Act benefits, and the continuation of the County benefit package during COVID related missed work. HR reported that the State has eliminated the waiting week, updated the site to be more user friendly for online claims, and the extra weekly benefits the federal government is offering until July 31, 2020. Library Director Nielsen discussed the long wait times for unemployment processing due to massive amounts of claims.

To trigger the State and Federal assistance, employees will use the Families First Act benefit instead of using their banks for time off. This will trigger the state and federal assistance. Finance will track the time used for the Families First Act as required. It was suggested to provide HR a list of the employees using the Families First Act money and HR will contact the employee regarding hours. It is very important that Department Heads keep in communications with HR. This information will be sent to Departments Heads on April 20, 2020, and employees are to contact HR for assistance.

**MOTION:**

Commissioner Barney moved and Commissioner Brummer seconded that for purposes of the COVID-19 pandemic, the County will suspend the March 16 policy and, as of April 13, 2020, utilize the Families First legislation benefits for County employees. Vote was 3-0, motion carried.



**MOTION:**

Commissioner Barney amended the motion to correct the suspension of the March 16 policy retroactively to April 1, 2020, (not March 16). Commissioner Brummer seconded the motion. Vote was 3-0, motion carried.

There being no further discussion, Judge Crawford adjourned the Court Special Session.

Respectfully submitted,

*Colleen Ferguson*

Colleen Ferguson  
Crook County Court Secretary

**BE IT REMEMBERED THAT** the Crook County Court met in a Work Session on August 4, 2020 at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon. In attendance were: County Judge Seth Crawford; County Commissioner Jerry Brummer; County Counsel Eric Blaine; Assistant County Counsel John Eisler and County Court Secretary Colleen Ferguson. Commissioner Brian Barney was not in attendance.

In attendance in person and by WEBEX: Debbie Patterson, Juvenile Department; Kim Barber, Human Resources Director; Steve Forrester, City of Prineville Manager; Dale Cummins, City of Prineville Police Chief; James Savage, County Undersheriff; Muriel DeLaVergne-Brown, Public Health Director; Jennifer Orozco, County Administration; Wade White, District Attorney; Cheryl Seely, County Clerk; Levi Roberts, County GIS Manager; Troy Poncin, IT Director; Jon Soliz, County Assessor; Ann Beier, County Planning Director; Buzzy Nielsen, Library Director; Shannon Dearth, Veterans Service Officer and Janet Pritskutch, Senior Finance.

The public and the media were advised of this meeting by public notice.

Judge Crawford opened the Work Session.

### **COVID-19 Update**

Ms. DeLaVergne-Brown reported the County has -0- new COVID this week, and expects the daily report from Washington DC to announce changes. The Health Department staff have been working diligently while dealing with difficult people, mostly by telephone, and intends to hire an additional nurse soon. Currently, some staff have been working 7 days per week during the pandemic to accommodate the need. An additional nurse will help with the work load and the region will be hiring 8 epidemiologists. The Opioid grant received will fund a Tri County person to coordinate the work with the public and assist with the Latino population and the wraparound services.

The reopening of schools will be based on the matrix number in the states' counties, not individual counties. Hundreds of people are being monitored due to outbreaks that are tied to workplaces and social gatherings.

There were no questions from the public.

### **Draft of Legislative Concepts-Modification of Police Officer Requirements**

District 2 Representative Vickie Breese Iverson, City of Prineville Police Chief Dale Cummins, and City Manager Steve Forrester offered discussion about the Special Legislative Session beginning on Monday, August 10. The Session is to discuss budgeting but Representative Breese-Iverson has received information that the Session will also include discussion regarding the defunding and the reformation of law enforcement including having all law enforcement in the same uniform (causing confusion of the identity of which law enforcement faction is represented at an incident) and further enhanced by wearing vests under clothing instead of over clothing as they were intended. The discussion continued to the removing the use of tasers, holds, and other methods the police use for their personal and the public's safety. Mandatory reporting of fellow officers' misconduct was discussed and the inappropriateness of several unreasonable proposed reporting, especially applicable in emergency situations, and the affect on an officer's record if reported or if the reportee. The loss of qualified applicants was discussed if these

rules were put into effect, and the officers' lack of safety without qualified personnel and equipment puts them at risk.

Chief Cummins discussed the lack of science and solid facts in determining the proposals, and he believes this is based on what is going on in Portland with the protestors and rioting, without taking into consideration the entire state's communities.

Representative Breese-Iverson relayed that the Legislative First Session has added several other matters to consider, including the prohibiting of officers to wear tactical vests. The prior research regarding law enforcement needs and the application of those needs would be reversed 15 years if the proposal is adopted. A draft letter of support for law enforcement and against the proposals being considered was presented and the contents discussed, with Representative Breese-Iverson will assist in finalizing the letter before submittal to the state.

Discussion was held regarding the costs involved with uniforms, and where is Salem going to find the funding for all this or will it be an unfunded mandate. Commissioner Brummer said he believes education goes far beyond the police force. The people need education. If you know something is wrong to do, why do it. This is just a band aid and not good.

Ms. Breese-Iverson said the legislators have seen results when Commissioner get involved. They need to slow down at the state level. Chief Cummins said that law enforcement is having a hard time being heard. It is really difficult to get a space at the table. Commissioner Brummer agreed, and this will make it even more difficult to hire good law enforcement officers. Chief Cummins said this is not a job, it is a calling, but this would minimize that resulting in less candidates. Defunding law enforcement and painting all officers with a broad brush would create less support, and funds are needed for enhanced officer education and medical, physical, and mental health testing, including assistance when needed. It is imperative we employ mentally and physically fit officers to protect our streets.

There being no further discussion regarding the matters on the agenda, Judge Crawford closed the public portion of the Work Session and opened into Executive Session under ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection; and,

ORS 192.660(2)(e) for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions; and,

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

#### **EXECUTIVE SESSION:**

**ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection.**

**Three Matters ORS 192.660(2)(h) consulting with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed**

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

Following discussion of Executive Session matters, Judge Crawford took the Court out of Executive Session and into Open Work Session, inviting members of the public into the meeting room.

Item under **ORS 192.660(2)(f)** was an update only.

The three items discussed under **ORS 192.660(2)(h)** were updates.

**ORS 192.660(2)(e)** was informational.

**MOTION:**

Commissioner Brummer moved to go forward with setting up a conference call as discussed in Executive Session. Judge Crawford seconded the motion. Vote was 2-0, motion carried.

There being no further business before the Court, Judge Crawford adjourned the meeting.

Respectfully submitted,

*Colleen Ferguson*

Colleen Ferguson, Crook County Court Secretary

**BE IT REMEMBERED THAT** the Crook County Court met in a regularly scheduled Work Session on Sept 8, 2020, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754. In attendance were: Judge Seth Crawford; Commissioner Jerry Brummer; Commissioner Brian Barney; Assistant Counsel John Eisler; County Court Secretary Jennifer Orozco; Troy Poncin; Bob O'Neal; Ann Beier, Randy Davis, Lori Furlong, Cheryl Seely, Debra Patterson. Attending by phone were: John Gautney, Tim Deboodt, Muriel Delavergne-Brown, Wade Whiting, Jon Soliz.

**Judge Crawford opened the Work Session**

**Muriel DeLaVergne-Brown, Health Department Director COVID Update.** Crook County recorded 3 new cases the prior week, and 2 new cases last week. It seems to be calm right now. The Health Dept has private flu vaccine. Notices will go out to County employees advising them to make an appointment at the Health Dept if they want a flu shot. A question was asked and clarified that Red Cross is doing COVID-19 antibody testing, which is a test to see if an individual has had the virus. This test does not detect active illness. Of the 57 recorded cases in Crook County, the vast majority are recovered. There are 3 cases currently being monitored.

**Ann Beier of Crook County Community Development** asks the Court to consider whether partitioning 2 more parcels from the 15- 15- TL300 would be beneficial. This item will come back to Court at the end of September for a decision and action before the end of the calendar year.

**Cheryl Seely, Clerk Recorder** has been asked by a Juniper Acres homeowner for the County to provide an assurance to the title company regarding access and the renewal of a right-of-way permit. Since Crook County would be the entity applying for the permit, subject to BLM's approval, the County is hesitant to state anything of certainty. There are many homeowners in Juniper Acres that will face this issue, so different potential long-term solutions were discussed. Staff will research various options and return to the Court.

**There being no other business to discuss, Judge Crawford closed the open portion of the meeting, and entered into Executive Session ORS192.660(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.**

**Discussion of the topic was completed. No decisions were made in executive session, Judge Crawford exited executive session, and the meeting was adjourned.**

Respectfully submitted,

*Jennifer Orozco*, County Court Secretary.

**BE IT REMEMBERED THAT** the Crook County Court met in a Special Executive Session on September 9, 2020 at 11:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754. In attendance were: County Judge Seth Crawford; County Commissioner Brian Barney; Assistant County Counsel John Eisler; contracted County Counsel Peter Watts (phone) and County Court Secretary Jennifer Orozco.

**Judge Crawford called the meeting to order and read into 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.

### **EXECUTIVE SESSION**

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

**Judge Crawford read out of Executive Session, and into Open Session.**

### **Open Session**

#### **Motion:**

Commissioner Barney moved to direct staff to correspond with the counter-party as discussed in Executive Session. Judge Crawford seconded the motion. There was no discussion, vote was 2-0, motion carried.

Judge Crawford adjourned the meeting at 11:40 a.m.

Respectfully submitted,

Jennifer Orozco

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

IN THE MATTER OF

ORDER & RESOLUTION #2020-48

Accepting revenue, changing related appropriations, line item adjustments and changing expenditure budget appropriations for County Funds for Fiscal Year 2020-21

WHEREAS, this Order is made in accordance with ORS 294.471(1)(c) which provides that funds that are made available by another unit of federal, state or local government, and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period after enactment of an appropriation resolution or ordinance.

BE IT THEREFORE ORDERED that the Crook County Court hereby adopts this Order for the increases/decreases in revenues and expenditures for the purposes shown below and makes the changes in appropriation for the fiscal year ending June 30, 2021.

**Health Grants**

Grants	Increase	301-1405-324.34-00	15,640
Personnel	Increase	301-1405-510.01-06	14,076
Materials & Services	Increase	301-1405-520.66-99	1,564
Grants	Increase	301-1408-326.37-00	17,336
Personnel	Increase	301-1408-510.01-22	15,000
Materials & Services	Increase	301-1408-520.15-19	2,336
Grants	Increase	301-1409-343.43-16	17,697
Materials & Services	Increase	301-1409-520.15-19	17,697
Grants	Increase	301-1409-343.43-16	59,799
Personnel	Increase	301-1409-510.01-06	40,000
Materials & Services	Increase	301-1409-520.15-19	19,799
Grants	Increase	301-1409-324.34-18	135,394
Personnel	Increase	301-1409-510.01-06	38,938
Personnel	Increase	301-1409-510.01-22	56,626
Personnel	Increase	301-1409-510.02-01	38,225
Materials & Services	Increase	301-1409-520.15-19	1,605
Grants	Increase	301-1409-324.34-18	94,657
Personnel	Increase	301-1409-510.01-06	58,520
Personnel	Increase	301-1409-510.02-01	22,515
Materials & Services	Increase	301-1409-520.15-19	3,125
Materials & Services	Increase	301-1409-520.25-06	250
Materials & Services	Increase	301-1409-520.45-03	975
Materials & Services	Increase	301-1409-520.45-04	700
Materials & Services	Increase	301-1409-520.66-99	8,572
Grants	Increase	301-1409-343.43-16	102,376
Materials & Services	Increase	301-1409-520.15-19	102,376

Note: Adjustments necessary due to additional revenues after original budget adopted

DATED this 16th day of September, 2020.

CROOK COUNTY COURT:

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SETH CRAWFORD, County Judge

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JERRY BRUMMER, County Commissioner

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BRIAN BARNEY, County Commissioner



# Crook County Legal Counsel

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## MEMO

TO: County Court

FROM: Crook County Counsel's Office

DATE: September 4, 2020

RE: IGA # 250-1920Crook-000 - 2019-20 Oregon State Marine Board  
Grant Agreement – Amendment 2  
Our File No.: Sheriff 35(A)

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The Crook County Sheriff's Office undertakes public safety and law enforcement patrols through a variety of the County's waterways, including Prineville Reservoir, Ochoco Reservoir, Antelope Reservoir, Walton Lake, and the Crooked River. To help offset the expenses of these patrols, the Sheriff's Office applies annually to the Oregon Marine Board for grant funds.

The attached Amendment 2 extends the IGA to June 30, 2021, and provides the County with \$92,973.28 for the current fiscal year. The County is required to provide the staffing and equipment described on the attached Exhibit to the Amendment, the "Boating Safety Action Plan," and does not require the County to contribute matching funds. This year's version of the IGA is substantially similar to last year's version.

***Please place this memo and the attached document(s) on the Wednesday, September 16, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.***

3

**Amendment No. 2 to IGA 250-1920CROOK-000**

This is Amendment No. 2 to IGA 250-1920CROOK-000, dated July 1, 2019, as amended from time to time ("Agreement") between the State of Oregon, acting by and through its State Marine Board ("OSMB"), and Crook ("County"). The referenced agreement is the 2019-2020 Law Enforcement Intergovernmental Agreement with the County of Crook for marine law enforcement activities. This Amendment is effective on July 1, 2020, or the date of the last signature, whichever occurs last ("Amendment Effective Date").

The Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 3 of the Agreement is amended as follows:

This Agreement is effective on July 1, 2019, or the date of the last signature, whichever occurs last) ("Effective Date"), and terminates on ~~June 30, 2020~~ **June 30, 2021**, unless terminated earlier in accordance with Section 17.

2. Section 7 of the Agreement is amended as follows:

OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed \$92,823 **in the first year ending June 30, 2020, and \$91,973.28 in the second year ending June 30, 2021**. Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment.

3. For services performed on or after the Amendment Effective Date, Exhibit B of the Agreement is deleted and replaced with Revised Exhibit B attached here to, effective the Amendment Effective Date.

Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect. County certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

**COUNTY**

By: \_\_\_\_\_  
Title: COUNTY JUDGE  
Date: 9/16/2020  
FEID #: 93-6002290

**STATE OF OREGON, acting by and through its State Marine Board**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved pursuant to ORS 291.047

By: \_\_\_\_\_  
Assistant Attorney General  
Date: \_\_\_\_\_



# Boating Safety Action Plan

for CROOK COUNTY SHERIFF'S OFFICE **FY 2020-21**

Agency

Address: 308 NE 2ND St

Phone #: 541-447-6398

Contact for Questions: Michael Ryan, Commander

<b>Patrol Hours:</b>	<b>1630</b>
<b>Program Hours:</b>	<b>1630</b>
<b>Total Hours:</b>	<b>3260</b>

**Total Available Hours  
from Page 7**

**3,260.00**

## Your 2020-21 Action Plan Overview

Our focus in 2020-21 continues to be risk intervention. Collisions, high speed accidents, livery rentals, BUII and nav rule violations are critical. While basic compliance is still important, please briefly describe your strategies to focus your patrol efforts on risk intervention and accident prevention at your key, higher risk waterways.

Crook County had a very productive 2019-2020 year. Our on water intervention were much higher that previous years. This year our goal is to continue to increase our productivity. Water levels are looking like they will be higher for a longer period which should increase recreation. Intervention inspections and static inspection will remain our focus. As always the Marine Group will continue efforts on BUII, Unsafe / Reckless Operation, Fail to Maintain. Areas of focus will remain Prineville and Ochoco Reservoirs.

## Annual Patrol Plan: 1630 Hours

**Expectation:** Directed patrols will prioritize risk-based interventions first, then administrative compliance. Interventions should include a full BER. Consider local operation, use patterns, seasonal risks (fishing, cold water, wind etc). Patrol plan should reference ORS/OAR (at left) pertinent to your area of operation.

### Risk Intervention

- Local Rules  
OAR 250-020
- PFDs  
830.215
- Muffling Device  
830.260
- Sound Signaling  
830.230
- Unsafe Operation  
830.305
- Reckless Operation  
830.315
- BUll  
830.325
- Maintain Lookout  
830.335
- Nav Rules  
830.340
- Traffic Lanes  
830.345
- Riding on Bow  
830.360
- Occupy transom  
830.362
- Waterskiing/Observer  
830.365
- Boat Livery  
830.415, 420

### Compliance

- AIS
- Boater Ed Card
- Outfitter Guide

Prineville Reservoir is the largest water body in Crook County measuring approximately 15 miles in length. In addition to Prineville Reservoir the Crook County Sheriff's Office is also responsible for patrolling the Ochoco Reservoir, Walton Lake, Antelope Reservoir and the Crooked River.

Prineville Reservoir is by far the busiest and most visited body of water in Crook County. The Marine Deputies spend most of their time patrolling on the Prineville Reservoir. We have mooring available to us at the Prineville Reservoir State Park; therefore, we keep our boats at this location to cut down on travel and launch times.

This year on Prineville Reservoir we will be patrolling the entire Prineville Reservoir, with an emphasis on some of the heavier used areas of the Reservoir. These areas include the Prineville Reservoir State Park, Roberts Bay, Jasper Point, the Bear Creek Arm and the east end of the Reservoir in a no wake area. After the completion of the boat ramp and expansion of the parking lot at Powder House Cove, we have seen an increase in boaters from the Bend area.

The Marine Deputies will be focusing on intervention inspections versus static inspections to increase our visible operations on the water. The Sheriff's Office will also be concentrating our efforts on looking for Unsafe Operation, Reckless Operation, Fail to Maintain a Lookout and BUll.

The Ochoco Reservoir is the second largest body of water in Crook County. Even though the Ochoco Reservoir does not attract as much attention to visitors from outside of Central Oregon, it is the closest body of water to Prineville; therefore, it experiences a lot of local boating traffic.

This year on the Ochoco Reservoir we will be patrolling the entire Reservoir, with an emphasis on some of the heavier used areas of the Reservoir. These areas include near the County Park/ boat launch, and around the dam.

As for Walton Lake and Antelope Reservoir, they are both located approximately 1-1/2 hours from Prineville. They are both very small water bodies, with the primary recreation being fishing. Neither of these reservoirs are patrolled by boat, they are patrolled by doing shore patrols. Unless there is an issue that comes up at one of these lakes they are normally only patrolled once per week. Because of their size, we typically don't have any specific problem areas on either body of water; however, we still make our presence known once per week to deter any potential problems.

The Crooked River is a stretch of river that flows along Highway 27/Crooked River Highway from Prineville to the Prineville Reservoir Dam at MP 20 on Highway 27. There are 11 campgrounds along the Crooked River and these are patrolled daily. The patrols are conducted mainly by Marine Deputies and BOR Deputies; however, they are also patrolled by Patrol Deputies at times as well.

The primary form of recreation on the Crooked River is in the form of fishing. In the early part of the season there is also enough water flow for kayaks, canoes and rafts. As the weather gets hotter and water levels begin to drop, this changes to people on inner tubes, mattresses and rafts.

## Boating Safety Program Waterbodies To Be Patrolled



County/Agency: CROOK COUNTY SHERIFF'S OFFICE

FY 2020-21

Waterways (Inland & Ocean)	Specific Area	Start MM/YY	End MM/YY	Add'l Comments
Prineville Reservoir	Same Park, Roberts Bay, Jetter Point, West Creek Arm	7/20	6/21	This is our #1 priority involving an increased number of inspections versus other waterbodies. The Sheriff's Office will also be supporting our efforts in boating for Unmanned Aerial Systems (UAS) operations.
Ochoco Reservoir		7/20	6/21	This is our #2 priority involving an increased number of inspections versus other waterbodies. The Sheriff's Office will also be supporting our efforts in boating for Unmanned Aerial Systems (UAS) operations.
Walton Lake		7/20	6/21	This is our #3 priority. This area will be patrolled once a week unless we receive a call and a Marine Deputy responds.
Antelope Reservoir		7/20	6/21	This is our #4 priority. This area will be patrolled once a week unless we receive a call and a Marine Deputy responds.
Crooked River		7/20	6/21	This is our #5 priority because it is also patrolled by BOR Deputies and also Patrol Deputies when they are traveling through the area.



**Annual Program Plan**

**1630**

**Hours**

<b>Instructor Training</b>	<p><b>Expectation:</b> Note personnel involved or willing to be involved in providing training on OSMB behalf. Participation pre-approved by training coordinator.</p> <p>Due to funding and staffing levels the Crook County Sheriff's Office is not anticipating providing any training on behalf of the OSMB.</p>
<b>Training</b>	<p><b>Expectation:</b> New or inexperienced DPSST certified marine officers will complete Marine Law Enforcement Academy, Drift Boat, White Water, Swift Water Rescue and other training as appropriate, and attend pre- and post-season meetings, if possible.</p> <p>The two Marine Deputies are planning on attending the pre and post season meetings. One Marine Aide and Division Commander would like to attend Marine Deputy Training (DPSST)</p>
<b>Non-OSMB Training</b>	<p><b>Expectation:</b> Training as per program standards to maintain high level of police skill, performance and certifications.</p> <p>Swim standards and CPR/First Aid training for the two new Marine Aid positions. Marine Deputies will participate in continuing education related to positions.</p>
<b>Maintenance</b>	<p><b>Expectation:</b> Perform regular and appropriate maintenance such as winterization, oil changes, trailer bearings, basic repairs and other preventative work as needed.</p> <p>Crook County Marine Deputies change the oil in boats and perform weekly maintenance checks. All repairs and winterization for the boats is done in Madras at Madras Marine if possible. When not in use the boats are either moored at the Prineville Reservoir or kept in a secure building rented by the Crook County Sheriff's Office to assure that they are in good working condition and ready to respond if/when needed.</p>
<b>Waterway Markers</b>	<p><b>Expectation:</b> Map and track OSMB-funded or approved waterway markers, maintain and confirm locations as per ORS, OAR, safety and informational requirements, maintain inventory.</p> <p>Starting in May Marine Deputies place buoys out on Prineville and Ochoco Reservoirs. They also make any necessary repairs to shore markers and ramp maps. As the season progresses the deputies will be assessing the need to repair, replace or move the buoys as the water levels recede and hazards begin to appear</p>

<b>Hazard Mitigation</b>	<b>Expectation:</b> Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	As the season progresses the deputies will be assessing the need to repair, replace or move the buoys as the water levels recede and hazards begin to appear.
<b>Abandoned Boats</b>	<b>Expectation:</b> Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	If/when an incident arises the Crook County Sheriff's Office Marine Deputies will respond and handle the incident with the OSMB Abandoned Vessel Program Manager.
<b>Education</b>	<b>Expectation 1:</b> Plan and implement public outreach strategies that teach public basic on-water safety skills. <b>Expectation 2:</b> Provide directly or through partners equivalency exam opportunities in your county.
	The Marine Deputies attend the Central Oregon Sportsman Show in Deschutes County in March. This is an annual event that the Marine Deputies attend. While at the Sportsman Show they meet with the public, hand out brochures/ boating materials, answer questions and offer mandatory education classes. The Marine Deputies also participate each year in the Cast for Kids event. At least one of the Marine Deputies also attends the grade schools "outdoor day" where the children learn about life vests and water safety.
<b>Trailing/ Travel</b>	<b>Expectation:</b> Note necessary trailering and traveling times specific to your AOR.
	For the Prineville Reservoir trailering time is at the beginning of the season and end of the season, due to having mooring available. If a need arises to remove a boat for maintenance, there is a maintenance trailer available at the reservoir. The Marine Deputies also trailer a boat once a week to the Ochoco Reservoir. This trip is less than one hour per week.
<b>Accident Investigation</b>	<b>Expectation:</b> Follow investigation protocols. Notify Boat Accident Investigation Team of fatal or serious accidents. Fully evaluate for BUII. Complete reports within timeframe.
	Crook County has not experienced a fatal or serious injury accident on a body of water in several years, (with the exception of a recent drowning from an overturned canoe). If such an incident should occur the Marine Deputies would respond along with the on duty Patrol Sergeant, the Criminal Detective and Patrol Deputies. The investigation would include evaluating the boat operator for BUII, following investigation protocols and notifying the Boat Accident Investigation Team.
<b>Administrative</b>	<b>Expectation:</b> Office duties required for program operations.
	This includes the on-line database and required paperwork, court appearances, typing reports, scheduling, time sheets, quarterly reports and the yearly budget proposal.
<b>HINS/Livery/ Moorage Checks</b>	<b>Expectation:</b> Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.
	The Marine Deputies conduct approximately 15-20 HIN inspections each year as needed. Crook County does not have any rental facilities on any bodies of water. On occasion, a rental jet ski or boat will come to Prineville Reservoir from outside the area. The Marine Deputies have educated staff at the moorage at Prineville Reservoir regarding hot decks and they frequently check for safety issues.

*\*Note: Programs are monitored for Road Patrol Assistance and other non-marine activities. Hours should be incidental to program. Also, avoid non-marine operations that cause overtime hours to be charged to marine funding.*

## Boating Safety Program Proposed Costs



County/Agency: CROOK COUNTY SHERIFF FY 2020-21

Allocation (some may not apply)	OSMB	County/Agency Contribution
<b>LE Allocation:</b>	\$91,975.09	
<b>Boat Allocation:</b>		
<b>Special Emphasis:</b>		
<b>Total:</b> ✓	\$91,975.09	\$0.00
Proposed Program Costs:		
	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	\$73,068.40	\$0.00
2. Operations and Maintenance (Must match totals on Form B)	\$18,905.88	\$1,500.00
3. Boat		
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	\$91,974.28	\$1,500.00

County/Agency Authorized Representative:

\_\_\_\_\_  
 Signature

Michael Ryan, Commander  
 \_\_\_\_\_  
 Typed Name

2/28/2020  
 \_\_\_\_\_  
 Date

541-416-3969  
 \_\_\_\_\_  
 Telephone



# Boating Safety Program



## Proposed Personnel Costs – Form A

Note: “# of Hours” equals staff time dedicated to marine program. This may include overhead such as personal leave but should be proportional to their position (2080 hrs is full time). Note that total hours should be consistent with combined “Patrol” and “Program” hours on page 1.

County/Agency: **CROOK COUNTY SHERIFF**  **FY 2020-21**

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Jerry Stone	Marine Dep	840.00	\$27.89	\$23,427.60	\$23,427.60	
2. Al Maich	Marine Dep	840.00	\$27.89	\$23,427.60	\$23,428.60	\$0.00
3. Abigail Curtis	Marine Aid	790.00	\$16.59	\$13,106.10	\$13,106.10	\$0.00
4. Vacant TBD	Marine Aid	790.00	\$16.59	\$13,106.10	\$13,106.10	\$0.00
5.				\$0.00		
6.				\$0.00		
7.				\$0.00		
8.				\$0.00		
9.				\$0.00		
10.				\$0.00		
11.				\$0.00		
12.				\$0.00		
13.				\$0.00		
14.				\$0.00		
15.				\$0.00		
16.				\$0.00		
17.				\$0.00		
18.				\$0.00		
19.				\$0.00		
20.				\$0.00		
<b>21. Sub-Total (lines 1 thru 20)</b>		<b>3,260.00</b>		<b>\$73,067.40</b>	<b>\$73,068.40</b>	<b>\$0.00</b>
<b>22. Overtime (cannot exceed 5% of OSMB's amount on line 21)</b>						
<b>23. Total Proposed Personnel Costs (lines 21 + 22)</b>					<b>\$73,068.40</b>	<b>\$0.00</b>

## Boating Safety Program Proposed Operations & Maintenance Costs – Form B



County/Agency: CROOK COUNTY SHERIFF'S OFFICE FY 2020-21

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
<b>A. Fuel:</b> Vehicle    1,416.00    gallons @ \$    \$2.49    per gallon Boat        1,554.00    gallons @ \$    \$4.26    per gallon	\$3,525.84 \$6,620.04	\$3,525.84 \$6,620.04	
<b>Subtotal of A:</b>	\$10,145.88	\$10,145.88	\$0.00
<b>B. Vehicle Lease</b>			
<b>C. Moorage</b>	\$3,000.00	\$3,000.00	
<b>D. Expendable Supplies – (\$500 max/each item) specify:</b>			
1. Misc tools, equipment and supplies	\$500.00	\$500.00	
2. PDF's, Lines, Fire Extinguishers, First Aid Supplies	\$400.00	\$400.00	
3.			
4.			
<b>Subtotal of D:</b>	\$900.00	\$900.00	\$0.00
<b>E. Maintenance – Refer to your 20-21 maintenance service plan, enter data below: Identify by OR # and make:</b>			
1. Boat 1, 2011 Rogue Jet & Trailer OR409XCX ✓	\$1,000.00	\$1,000.00	\$0.00
2. Boat 2, 2019 River Wild Jet & Trailer OR739XCX ✓	\$1,000.00	\$1,000.00	\$0.00
3. Boat 1, 2011 Rib Liner repair or replacement,	\$1,360.00	\$1,360.00	\$0.00
4.			
5.			
6.			
<b>Subtotal of E:</b>	\$3,360.00	\$3,360.00	\$0.00
<b>F. Insurance – (specify Insurance Company &amp; policy #):</b>			
City County Insurance #BO-CRKC-2013-0	\$0.00	\$0.00	
<b>G. Non-OSMB Training – specify:</b>			
1. 0			
2.			
3.			
4.			
<b>Subtotal of G:</b>	\$0.00	\$0.00	\$0.00

<b>H. Training Attending – specify:</b>			
1. Drift:			
2. Jet:			
3. Academy:			
4. Other: Pre and post season conferences (3 people)	\$1,500.00	\$1,500.00	
<b>Subtotal of H:</b>	\$1,500.00	\$1,500.00	\$0.00
<b>I. Other – specify:</b>			
1. Telephone	\$1,000.00	\$0.00	\$1,000.00
2. Uniforms - New Hires	\$500.00	\$0.00	\$500.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
<b>Subtotal of I:</b>	\$1,500.00	\$0.00	\$1,500.00
<b>Subtotal:</b>	\$20,405.88	\$18,905.88	\$1,500.00



## Crook County 2019 Maintenance Service Plan

### Maintenance Budget *(inputted in Action Plan, Form B, Section E)*

When estimating the maintenance budget it is important to review the following:

- 1) Current engine hours
- 2) Maintenance item, service, and interval charts provided in this plan
- 3) Projected platform usage for the budget period
- 4) Actual maintenance costs from previous years
- 5) Maintenance records in the OMLEAR database under *Reports: Patrol Boat Service History*

The marine board is requiring all programs designate a **Maintenance Lead**. The *Maintenance Lead* will ensure all required annual maintenance is completed and recorded. Looking at maintenance records for all counties, there is a significant amount of regular maintenance that is not being reported on and in some cases not being completed.

The *Maintenance Lead* will be the point of contact for the marine board to effectively communicate about the service plans and provide best maintenance practices. There will be a specific meeting held during pre-season for *Maintenance Leads* which will provide additional resources and planning to complete the required maintenance.

If you have questions about this maintenance service plan or need help preparing your maintenance budget please contact **Brian Paulsen** at 503-378-2610 or email: [brian.paulsen@oregon.gov](mailto:brian.paulsen@oregon.gov). The following are required maintenance items with service intervals based on marine law enforcement use.

**2019 River Wild – OR 739 XCX**

**Engine - Propulsion: Indmar Raptor 440 6.2L - Hamilton HJ212**

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	10 HRS (initial) - 50 HRS
Engine Coolant	CHANGE	2 YRS
Spark Plugs	INSPECT - CLEAN	1 YR
Fuel Filter (Indmar Inline)	REPLACE	1 YR
Flame Arrestor	CLEAN	100 HRS
Belts	INSPECT	10 HRS (initial) - 1 YR
Spark Plug Wires	INSPECT	1 YR
Breather Hoses	CLEAN	1 YR
Starter Bendix	GREASE	1 YR
Heat Exchanger	INSPECT	1 YR
Zinc Anodes	INSPECT - CLEAN	1 YR
Main Jet Thrust Bearing	GREASE	10 HRS
Jet Pump Tear-Down	INSPECT - CLEAN	1 YR
Trailer Brakes and Bearings	INSPECT	1 YR
Trailer Tires	INSPECT	1 YR



**2011 Rogue Jet – OR 409 XCX**

**Engine - Propulsion: Marine Power 6.0L - Hamilton HJ212**

<b>ITEM</b>	<b>SERVICE</b>	<b>INTERVAL</b>
Engine Oil & Filter	CHANGE	50 HRS
Engine Coolant	CHANGE	2 YRS
Spark Plugs	INSPECT - CLEAN	1 YR
Fuel Filter (G Force)	REPLACE	1 YR
Flame Arrestor	CLEAN	100 HRS
Belts	INSPECT	1 YR
Spark Plug Wires	INSPECT	1 YR
Breather Hoses	CLEAN	1 YR
Starter Bendix	GREASE	1 YR
Heat Exchanger	INSPECT - CLEAN	1 YR
Zinc Anodes	INSPECT - CLEAN	1 YR
Main Jet Thrust Bearing	GREASE	10 HRS
Annual Pump Tear-Down	INSPECT - CLEAN	1 YR
Trailer Brakes and Bearings	INSPECT	1 YR
Trailer Tires	INSPECT	1 YR

**INCENTIVE PAYMENT MEMORANDUM OF UNDERSTANDING (IPMOU)  
BETWEEN  
THE SOCIAL SECURITY ADMINISTRATION  
AND THE  
CROOK COUNTY JAIL (OR0019)**

**I. Purpose**

The purpose of this agreement is to set forth the terms and conditions under which a State or local facility or institution (Reporter) will provide to the Social Security Administration (SSA) information about certain individuals who are confined in a facility or institution by court order in connection with a criminal offense at any time during the period covered by this agreement. The Reporter may provide information on its own behalf or on behalf of other facilities and institutions. SSA will pay the Reporter for the information in accordance with law. SSA may use the information to administer its programs under the Social Security Act (Act), including but not limited to: suspending Retirement, Survivors and Disability (RSDI) benefits under Title II of the Act; suspending Supplemental Security Income (SSI) under Title XVI of the Act; and investigating and monitoring the performance of representative payees who are confined in a facility or institution by court order in connection with a criminal offense at any time during the period covered by this agreement. SSA may also disclose information provided to SSA by the Reporter in accordance with sections 202(x) and 1611(e) of the Act and as further described in Section IX of this agreement.

**II. Legal Authority**

- A. This agreement is entered into under sections 202(x)(3)(B) and 1611(e)(1)(I) of the Act, which authorize SSA to enter into agreements with any interested State or local institutions (such as jails, prisons, penal institutions, correctional facilities, or other institutions (e.g., mental facilities) in which people are confined by court order at public expense) to obtain information about certain confined individuals and to pay for this information. Sections 202(x) and 1611(e) of the Act specify what information the reporting institutions should provide to SSA and authorize SSA to disclose the information obtained from institutions, in certain circumstances.
- B. Section 202(x)(1)(A) of the Act requires SSA to suspend payment of Title II benefits to: (1) beneficiaries confined in a jail, prison, or other penal institution or correctional facility following a criminal conviction; (2) certain other individuals confined at public expense in an institution or mental facility; and (3) beneficiaries considered to be "sexually dangerous individuals."
- C. For Title II recipients, section 202(x)(1)(A) suspends payments for any month ending with or during, or beginning with or during, a period of more than 30 days throughout all of which such individual is confined.

- D. For Title XVI recipients, section 1611(e)(1)(A) of the Act prohibits SSA from making payments to inmates of public institutions (such as prisons or mental health institutions) for any month during which the recipient is confined throughout the month.
- E. Under sections 205(j)(1)(A), 1631(a)(2)(A)(iii), and 1631(a)(2)(B) of the Act, SSA may investigate and monitor the performance of representative payees who are confined in a facility or institution and may revoke their certification for payment of benefits if warranted.
- F. Section 552a(a)(8)(B)(viii) of Title 5, U.S.C., as amended by section 402(a)(2) of Public Law 106-170, exempts this agreement, and information exchanged under this agreement, from certain provisions of the Privacy Act relating to computer matches.
- G. SSA's disclosure of information about individuals whose payments have been suspended is authorized by and consistent with section 552a(b)(3) of the Privacy Act 1974, 5 U.S.C. § 552a(b)(3); section 401.150 of SSA's privacy regulations, 20 C.F.R. § 401.150; and section 1106 of the Act, 42 U.S.C. § 1306.

### III. Definitions

- A. **"Certain Other Individuals Confined at Public Expense"** are individuals confined by court order for more than 30 continuous days in any institution at public expense in connection with:
  - (1) a verdict or finding that the individual is guilty of a criminal offense but insane; or
  - (2) a verdict or finding that the individual is not guilty of a criminal offense by reason of insanity; or
  - (3) a finding that the individual is incompetent to stand trial under an allegation of a criminal offense; or
  - (4) a similar verdict or finding with respect to such an offense based on similar factors (such as a mental disease, a mental defect, or mental incompetence).

Such an individual is considered confined until: (1) he or she is released from the care and supervision of such institution; and (2) such institution ceases to meet the individual's basic living needs.

- B. **"Confined"** refers to the status of an individual who is residing in, or under the custody of, a state or local facility or institution by court order in connection with a criminal offense at any time during the period covering this agreement.
- C. **"Confined individual"** for purposes of correctional institution reporting refers to an inmate who is residing in, or under the custody of a State or local correctional facility or institution in connection with an arrest or conviction for committing a criminal offense. A

confined individual for purposes of mental health institution reporting refers to an inmate who had a prior connection with a criminal offense, but was determined mentally not responsible for his or her crime and was committed by court order to the custody of a State or local mental health institution for treatment.

- D. **“Conviction”** means the judgment in a criminal case that an individual is guilty of a crime. It may result from a verdict or finding of guilty, a plea of guilty, or a plea of nolo contendere (no contest).
- E. **“Disclosure”** means the release of information (data) with or without the consent of the individual(s) to whom the information pertains.
- F. **“Facility Identification Code”** means the six-character code that SSA will assign to a confining facility or institution that is covered by this agreement. This code must be furnished with each submission of data to SSA concerning the facility/institution’s confined individuals in order for SSA to process any incentive payments due the facility/institution under this agreement.
- G. **“More than 30 continuous days,”** for Title II purposes, means that an individual remains confined in an institution for a period of more than 30 continuous days following a conviction or court-ordered confinement. Suspension applies for a month where the individual has been confined for any part of that month.

Example 1: Individual is convicted on April 28, enters an institution on April 30 and is released on June 3. The individual would be confined for more than 30 continuous days. Benefits would be suspended for all three months, April, May, and June.

Example 2: On February 2, a court orders an individual to undergo a mental evaluation to determine his competency to stand trial. The individual’s attending psychiatrist provides his mental evaluation to the judge for a competency ruling. On May 1, based on the individual’s mental evaluation, the court finds that the individual is incompetent to stand trial for a criminal offense and orders that the individual be confined in an institution at public expense. The individual enters the institution on May 1 and is released on December 30. The individual would be confined for more than 30 continuous days in an institution. Benefits would be suspended from May through December.

- H. **“Record”** means any item, collection, or grouping of information about an individual that is maintained by an entity including, but not limited to, the individual’s criminal history, name, Social Security number (SSN), aliases, date of birth, gender, date of confinement, place of confinement, and prisoner or inmate status.
- I. **“Reporter Identification Code”** means the four-character code assigned by SSA to the Reporter that is party to the agreement and that will report information on its own behalf and/or on behalf of other facilities/institutions identified in this agreement.



- J. **“Representative Payee”** means the person, agency, organization, or institution selected by SSA to receive and manage benefits on behalf of an incapable SSA beneficiary. This includes a parent who is receiving benefits on behalf of the parent’s minor child.
- K. **“Sexually Dangerous Individuals”** are individuals, who immediately upon completion of a prison sentence for a criminal offense (an element of which is sexual activity), are confined for more than 30 continuous days by court order in an institution at public expense. These individuals are confined in an institution based on a determination or finding that they are sexually dangerous persons, sexual predators, or similar determinations or findings.
- L. **“State or Local Facility or Institution”** means: (1) State or local jails, prisons, penal institutions, or correctional facilities; or (2) State or local institutions or facilities, such as mental facilities, where individuals may be confined by court order in connection with a criminal offense.
- M. **“Throughout the month,”** for Title XVI purposes, means that a Title XVI recipient is confined in an institution at the beginning of a calendar month and remains confined throughout the entire month. Suspension applies in any month throughout which an individual is an inmate of a jail, prison, or other similar facility, or a public institution where an individual is confined by court order.

Example 1: If an individual enters an institution on April 30 and is released on June 3, the individual would be considered to be confined throughout May.

Example 2: If an individual enters an institution on May 1 and is released on June 30, the individual would not have been confined in an institution throughout either May or June.

Under the SSI program, an individual who is confined in a public institution is considered as remaining confined in a public institution if the individual is transferred from one such institution to another or if the individual is temporarily absent for a period of not more than 14 consecutive days. An individual is also considered confined in an institution throughout the month if the individual is confined at the start of a month but dies in the institution during the month.

#### **IV. Responsibilities of the Parties**

##### **A. Reporter Responsibilities:**

- (1) General - Provide SSA with identifying information for confined individuals in accordance with subsections (2) through (4) below.
- (2) Data Element Requirements - Provide SSA with the following data elements related to the identity of the confined individuals, if available:

- (a) Social Security Number (provide all numbers the individual has been known to use);
- (b) Name (provide first, middle, and last names, all combination of names, and Social Security numbers the individual has been known to use);
- (c) Date of Birth (known or alleged);
- (d) Confinement Date (provide the date the individual was admitted to the facility or the date custody of the individual began);
- (e) Date of Conviction for Criminal Offense (for correctional institution reporting) or Date of court order commitment (mental health institution reporting);
- (f) Facility Identification Code;
- (g) Date of Work Release;\*
- (h) Date of Release from Confinement or Anticipated Dates of Release;\*
- (i) Taxpayer Identification Numbers;\*
- (j) Prison Assigned Inmate Numbers (if applicable);\*
- (k) Last Known Addresses;\* and
- (l) Other identifying information as required in the attached Enumeration Verification System (EVS) User Package for Penal Institutions and Mental Facilities (EVS User Package) (Attachment A) and any amendments to this package published subsequent to the effective date of this agreement.

The Reporter will furnish SSA with reports (electronic file or paper report, if appropriate) containing the data elements listed in (a–f) and (l) above for confined individuals whose confinement commences after the parties sign this agreement. In addition, upon written notification from SSA that it has the capacity to accept the additional data elements listed in (g–k), the Reporter will furnish SSA with monthly prisoner reports containing all data elements listed above (provided such data is available). The Reporter will follow the specific prisoner record reporting format information and monthly reporting instructions in the attached EVS User Package and any amendments to this package published subsequent to the effective date of this agreement.

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\*Do not report these data elements at this time. In the future, SSA will contact the Reporters and request that each Reporter expand its monthly prisoner reports to include these additional data elements.

- (3) Method of Delivery - Send the data to SSA via a secure electronic media, as negotiated with SSA, such as Government-to-Government Services Online (GSO) or a form of secure file transfer.
- (4) Timing and Scope of Reports - Submit the data elements required by subsection (2) to SSA in the following sequence and manner:
- (a) If this is the Reporter's first time submitting data, it must submit a report on total population of confined individuals, commonly referred to as a census report.
- (b) Next, the Reporter must submit files monthly; the file must be submitted for the calendar month preceding the month in which the report is submitted. The monthly report should consist of:
- data for those individuals who are admitted to the facility/institution at any time during the period from the first day of the reporting month to the last day of that month (e.g., newly admitted confined individuals); and
  - when available, data for those individuals already in the custody of the facility/institution who have subsequently been convicted since the facility/institution initially began reporting data to SSA.
- (c) To be eligible for the maximum incentive payment of \$400 under the Title XVI incentive payment schedule (see Section VI(C)(1)(b) for details), the Reporter must submit files every 15 calendar days. The file must be submitted for each 15-calendar day period in a month preceding the day in which the report is submitted. Each 15-day report should consist of:
- data for those individuals who are admitted to the facility/institution at any time during the period from the first day of the first 15-day reporting period to the 15<sup>th</sup> day of that reporting period (e.g., newly admitted confined individuals); and,
  - when available, data for those individuals already in the custody of the facility/institution who have subsequently been convicted since the facility/institution initially began reporting data to SSA.
- (d) Every two years, the Reporter must provide SSA with a periodic inmate population report, upon SSA's written request. In the request, SSA will specify the requested inmate population and provide the Reporter with the reporting format and instructions for sending such periodic inmate population reports.

**B. SSA Responsibilities:**

- (1) Match the data elements received from the Reporter against the following systems of records:
  - (a) Master Files of Social Security Number Holders and SSN Applications, System of Records Notice (SORN) 60-0058, originally published at 75 Federal Register (Fed. Reg.) 82121 on December 29, 2010 and updated on July 5, 2013 at 78 Fed. Reg. 40542; February 13, 2014 at 79 Fed. Reg. 8780; July 3, 2018 at 83 Fed. Reg. 31250-31251; and November 1, 2018 at 83 Fed. Reg. 54969;
  - (b) Master Representative Payee File, SORN 60-0222, originally published at 78 Fed. Reg. 23811 on April 22, 2013 and updated on July 3, 2018 at 83 Fed. Reg. 31250-31251 and November 2, 2018 at 83 Fed. Reg. 55228;
  - (c) Master Beneficiary Record (MBR), SORN 60-0090, originally published at 71 Fed. Reg. 1826 on January 11, 2006 and updated on December 10, 2007 at 72 Fed. Reg. 69723; July 5, 2013 at 78 Fed. Reg. 40542; July 3, 2018 at 83 Fed. Reg. 31250-31251; and November 1, 2018 at 83 Fed. Reg. 54969; and
  - (d) Supplemental Security Income Record and Special Veterans Benefits, SORN 60-0103, originally published at 71 Fed. Reg. 1830 on January 11, 2006 and updated on December 10, 2007 at 72 Fed. Reg. 69723; July 3, 2018 at 83 Fed. Reg. 31250-31251 and November 1, 2018 at 83 Fed. Reg. 54969.
- (2) After validating or locating the proper Social Security number, SSA will:
  - (a) determine if the individual is receiving SSI or RSDI benefits;
  - (b) determine whether the individual has received an SSI benefit in the month preceding the first month throughout which such individual was confined;
  - (c) determine whether the individual has received an RSDI benefit in the month preceding the first month during which such individual was confined;
  - (d) determine whether the individual has been confined throughout the month for SSI or confined for more than 30 continuous days for RSDI;
  - (e) notify the individual of SSA's planned suspension action and provide the individual with an opportunity to contest the planned action under applicable regulations, if the law requires SSA to suspend SSI or RSDI;
  - (f) suspend SSI and RSDI payments as required by law and notify the individual of the suspension action and his/her right to appeal;
  - (g) determine whether such individual is acting as a representative payee;

- (h) investigate and determine whether revocation of representative payee certification is appropriate under applicable law as cited in Article II;
- (i) pay the Reporter as specified under this agreement; and
- (j) provide the Reporter with a notice of the amount of the incentive payment, the payment date, the total number of suspended individuals, and a list of the individuals suspended. SSA will include with such list only the minimal identifying information from its Prisoner Update Processing System (SORN 60-0269, originally published at 64 Fed. Reg. 11076 on March 8, 1999 and updated on December 10, 2007 at 72 Fed. Reg. 69723; July 5, 2013 at 78 Fed. Reg. 40542; and November 1, 2018 at 83 Fed. Reg. 54969) that is necessary for SSA and the Reporter to account for payments made under this agreement.

## **V. Reporter Records**

These records are compiled from **CROOK COUNTY JAIL**. Reporters must contact **ARMOND JOSEPH** to establish electronic processes, such as GSO, with SSA systems.

## **VI. Incentive Payment Process**

### **A. SSI (Title XVI) Incentive Payments:**

SSA will pay an incentive payment to a Reporter covered by this agreement for information on a confined individual that the Reporter furnishes to SSA within the time periods specified below, if the confined individual is:

- (1) receiving an SSI payment for the month preceding the first month throughout which the confined individual is in such facility/institution; and
- (2) determined by SSA to be ineligible for a SSI payment for the first month of confinement as a result of the information provided by the Reporter under this agreement.

### **B. RSDI (Title II) Incentive Payments:**

SSA will pay an incentive payment to a Reporter covered by this agreement for information on a confined individual that the Reporter furnishes to SSA within the time periods specified below, if the confined individual is:

- (1) receiving an RSDI payment for the month preceding the first month during which the confined individual is in a facility/institution; and
- (2) determined by SSA to be ineligible for an RSDI payment for any part of the first month as a result of the information provided by the Reporter under this agreement.

### C. SSA Payment:

(1) SSA will pay the Reporter according to the following schedule:

(a) For RSDI payments:

- \$400 if the Reporter furnishes the information to SSA on an inmate's confinement within 30 days after the inmate's confinement begins in the facility; or
- \$200 if the Reporter furnishes an inmate's confinement information to SSA after 30 days but within 90 days after the inmate's confinement date at the facility.

(b) For SSI payments:

- \$400 if the Reporter furnishes the information to SSA on an inmate's confinement within 15 days after the inmate's confinement begins in the facility; or
- \$200 if the Reporter furnishes an inmate's confinement information to SSA after 15 but within 90 days after the inmate's confinement date at the facility.

*NOTE: We will not pay an incentive payment for RSDI or SSI inmate information received after 90 days from the start of an inmate's confinement.*

(c) We will pay a Reporter an incentive payment for each inmate report that leads to suspension of social security benefits under Title II or Title XVI. In some instances, a beneficiary may receive payments under both Title II and Title XVI. If we suspend payments under only one title, we fund the incentive payment from that Title's trust fund. If we suspend payments under both titles at the same time, we pay the Reporter only one full incentive payment. However, we fund 50% of the incentive payment from each Title's trust fund.

- (2) If SSA cannot validate the SSN of a confined individual, SSA will take no further action to suspend the confined individual's SSI or RSDI benefits.
- (3) SSA will not pay an incentive payment for information about a confined individual if, prior to SSA's receipt of the information, SSA has already determined that the individual is ineligible for SSI or RSDI payments, or if the only action taken by SSA is to suspend the individual from serving as a representative payee.
- (4) Payments made by SSA under this agreement represent incentive payments for data provided under this agreement when the data results in the suspension of SSI payments to confined individuals or suspension of RSDI payments for confined and convicted individuals.
- (5) The time SSA requires to verify the data, determine whether suspension of an individual's SSI or RSDI payment is appropriate, and provide due process to an

individual subject to a suspension action may vary from case to case and may last several months. Accordingly, several months may elapse from the time the Reporter provides information to the time SSA makes a payment.

- (6) SSA will pay incentive payments to the Reporter on a monthly basis by electronic transfer of funds. The Reporter will name a financial institution and provide the information required on the attached Automated Clearing House Vendor/Miscellaneous Payment Enrollment Form (SF 3881) to receive its incentive payments by electronic transfer of funds.
- (7) SSA will provide the Reporter with a notice of the amount of the incentive payment, the payment date, the total number of suspended individuals, and a list of individuals suspended, subject to the limitations noted in Section IV(B)(2)(j). Disputes involving these incentive payments and any allegations regarding improperly paid incentive payments will be considered by the Regional Prisoner Coordinator designated in section XII.A. The Reporter should forward a written request describing the dispute in detail to the Regional Prisoner Coordinator designated in Article XII.A. within 30 days of its receipt of the relevant incentive payment notice.

#### **VII. Notice, Verification, and Opportunity to Contest**

- A. SSA will verify information obtained under this agreement prior to SSA initiating any adverse action against an individual. Pursuant to its applicable regulations, SSA will inform the individual by written notice that it has received specified information indicating that the individual is confined under the jurisdiction of a named prison system or other public institution beginning (month/year) and that, by law, SSI payments and/or RSDI benefits must be suspended. SSA will afford the individual the opportunity to contest and submit information concerning the planned action to suspend such payments/benefits and to appeal SSA's determination to suspend payments/benefits in accordance with applicable regulations.
- B. SSA is responsible for determining the most suitable representative payee to receive Title II and Title XVI payments. When SSA informs a representative payee of a change of representation for the affected beneficiary or recipient, based in part on the current payee's incarceration or confinement, the representative payee has 30 days to contest SSA's decision.
- C. SSA's final decision on the representative payee issue does not affect the eligibility or entitlement of a represented individual to the continued receipt of Social Security benefits or SSI payments. In the event that there is any adverse effect on the monthly benefits or payments to the beneficiary or recipient as a result of the data match under this agreement, or if a decision is made to change the representative payee, the beneficiary or recipient will receive notice of the change.

#### **VIII. Security Procedures**

## A. General Requirements

For information disclosed and systems used to disclose information under this agreement, SSA and the Reporter will comply with applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a; the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. No. 113-283); related Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, “Managing Information as a Strategic Resource” (July 28, 2016), and Memorandum M-17-12, “Preparing for and Responding to a Breach of Personally Identifiable Information” (January 3, 2017); National Institute of Standards and Technology (NIST) directives; the Federal Acquisition Regulations; and other Federal laws, regulations, and directives that include requirements for safeguarding Federal information systems and personally identifiable information (PII). SSA and the Reporter recognize and will implement any applicable laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. Both parties are responsible for oversight and compliance of their contractors and agents.

## B. PII Loss Reporting and Breach Notification

If SSA experiences a suspected or actual loss of PII received from the Reporter under the terms of this agreement, SSA will follow the loss reporting guidelines and breach notification procedures issued by OMB and notify the Reporter of the incident.

If an employee, contractor, or agent of the Reporter becomes aware of suspected or actual loss of PII received from SSA under the terms of this agreement (i.e., information about suspended individuals), he or she must immediately contact the Reporter’s Systems Security Contact identified below or his/her delegate. The Reporter must then notify the SSA Regional Prisoner Coordinator and SSA Systems Security Contact identified below. If, for any reason, the Reporter is unable to notify the SSA Regional Prisoner Coordinator or the SSA Systems Security Contact within 1 hour, the Reporter must report the incident by contacting SSA’s National Network Service Center at 1-877-697-4889. The Reporter will use the worksheet, attached as Attachment B, to quickly gather and organize information about the incident. In the future, SSA may update this worksheet to ensure continued compliance with OMB requirements. If SSA provides the Reporter with an updated worksheet, the Reporter will use the updated worksheet. The Reporter must provide to SSA information gathered about the incident and timely updates as any additional information about the loss of PII as it becomes available.

If the party that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other party.



### C. Administrative Safeguards

SSA and the Reporter will restrict access to the data received under this agreement to only those authorized employees, officials, and contractors (“personnel”) who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and the Reporter will advise all personnel who will have access to the data received under this agreement of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

### D. Physical Safeguards

SSA and the Reporter will store the data received under this agreement in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as nonduty hours or when not in use (e.g., door locks, card keys, biometric identifiers). Only authorized personnel will transport the data received. SSA and the Reporter will establish appropriate safeguards determined by a risk-based assessment of the circumstances involved.

### E. Technical Safeguards

SSA and the Reporter will process the data received under this agreement under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies’ systems. SSA and the Reporter will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

### F. Application of Policy and Procedures

SSA and the Reporter will adopt policies and procedures to ensure that the parties use the information contained in their respective records or obtained from each other solely as provided in this agreement. SSA and the Reporter will comply with these guidelines and any subsequent revisions.

### G. Onsite Inspection

SSA has the right to monitor the Reporter’s compliance with FISMA and other security and safeguarding requirements in applicable laws, regulations, and directives. SSA has the right to make onsite inspections for auditing compliance, if necessary, for the duration or any extension of this agreement.

## **IX. Records Usage, Duplication, Redisclosure**

### A. Reporter’s Responsibilities:

- (1) The Reporter will use and access the information on suspended individuals (SSA data) only for accounting purposes authorized in this agreement.
- (2) The Reporter will not use the SSA data to extract information about individuals for any purposes not specified in this agreement.
- (3) The Reporter will not duplicate or re-disclose SSA data, within or outside of the Reporter's agency/entity, without the written permission of SSA, except as required by Federal law or authorized by this agreement. SSA will not give such permission unless the law requires re-disclosure or disclosure is required to accomplish the purposes of this agreement; where the law does not require re-disclosure, the decision whether to grant permission will be within SSA's discretion. For such permission, the Reporter must specify in writing what data it is requesting be duplicated or re-disclosed and to whom, and the reasons that justify such duplication or re-disclosure.
- (4) The Reporter will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties whereby such contractor or agent agrees to abide by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements in this agreement. The Reporter will provide its contractors and agents with copies of this agreement and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this agreement, and thereafter at SSA's request, the Reporter will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA, upon request.
- (5) The Reporter's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this agreement may be subject to civil and criminal sanctions pursuant to applicable Federal statutes.

B. SSA's Responsibilities:

- (1) SSA will use the information provided by the Reporter to:
  - a. determine which of the confined/convicted individuals are receiving payments, and to suspend these payments as required by law;
  - b. investigate and monitor the performance of representative payees; and
  - c. administer the Social Security Act (for example, SSA may use the prison information collected for data analytics purposes to detect patterns that may identify fraud in the programs administered by SSA).
- (2) SSA may also use and disclose the information obtained pursuant to this agreement as authorized by sections 202(x) and 1611(e) of the Act or as otherwise required by law.

- (3) SSA may store information provided by the Reporter within its PUPS, SORN No. 60-0269. When SSA does so, it may disclose information provided by Reporter based on the published routine uses in that SORN.

#### **X. Records Retention and Disposition**

- A. SSA will retire all identifiable records in accordance with the applicable Federal Records Retention Schedules (44 U.S.C. § 3303a).
- B. The Reporter will retain all data received from SSA only for the period required for the purposes described in this agreement and will then securely destroy all such data. The Reporter may retain data received from SSA to meet evidentiary requirements, provided that it retire such data in accordance with applicable state or local laws governing the Reporter's retention of records.

#### **XI. Duration, Modification, and Termination of the Agreement**

This agreement shall be effective as of August 1, 2020. Any modification or amendment of this agreement must be in writing and agreed to by both parties. Notwithstanding the foregoing, in the event of a change in applicable federal law or regulation that requires changes to the terms and conditions of this agreement, SSA may unilaterally make such modification or amendment by giving advance written notice to the Reporter. The Reporter will have 30 calendar days from the date it receives such notice to contact SSA if it desires to terminate this agreement in light of the modification or amendment.

Either party may terminate this agreement by giving the other party 90 calendar days of notice in writing. This agreement will remain in effect until terminated by either party.

#### **XII. Contacts**

The contacts for this agreement follow. Either party may update the below contacts, as needed, by providing written notification of the contact change to [insert which contact is appropriate].

##### **A. SSA Contacts**

SSA Regional Prisoner Coordinator  
**Center for Disability and Program Support**  
**ARMOND JOSEPH**  
701 5<sup>TH</sup> Ave, Ste. 2900 M/S 303A  
Phone: (206) 615-2229  
Fax: (833)-655-0538  
Email: [Armond.Joseph@ssa.gov](mailto:Armond.Joseph@ssa.gov)

SSA Policy Contact  
Judy Sale  
Office of Representative Payee and Due Process  
6401 Security Boulevard, 2-C-15 Robert M. Ball Building

Baltimore, MD 21235-6401  
Telephone: (410) 965-8581  
Email: [Judy.Sale@ssa.gov](mailto:Judy.Sale@ssa.gov)

SSA Systems Security Contact  
Jennifer Rutz, Director  
Office of Information Security  
Division of Compliance and Assessments  
6401 Security Boulevard, Suite 3208 Annex  
Baltimore, MD 21235  
Telephone: (410) 966-8253  
Email: [Jennifer.Rutz@ssa.gov](mailto:Jennifer.Rutz@ssa.gov)

SSA Technical Contact for Computer Operation:  
**Center for Disability and Program Support**  
**ARMOND JOSEPH**  
701 5<sup>TH</sup> Ave, Ste. 2900 M/S 303A  
Phone: (206) 615-2229  
Fax: (833)-655-0538  
Email: [Armond.Joseph@ssa.gov](mailto:Armond.Joseph@ssa.gov)

#### B. Reporter Contacts

Reporter Contact for **Incentive Payments**:  
**NAME:** JANET PRITISKUTCH  
**ADDRESS:** 200 NE 2ND ST STE 100 PRINEVILLE OR 97754  
**TELEPHONE:** 541-416-3069  
**FAX:** 541-416-3808  
**EMAIL:** janet.pritiskutch@co.crook.or.us

Reporter Contact for the **Electronic File Process**:  
**NAME:** BRIAN BISHOP  
**ADDRESS:** 308 NE 2ND ST, PRINEVILLE OR 97754  
**TELEPHONE:** 541-416-3620  
**FAX:**  
**EMAIL:** brian.bishop@crookcountysheriff.org

Reporter Contact for **Accounting Information**:  
**NAME:** JANET PRITISKUTCH  
**ADDRESS:** 200 NE 2ND ST STE 100 PRINEVILLE OR 97754  
**TELEPHONE:** 541-416-3069  
**FAX:** 541-416-3808  
**EMAIL:** janet.pritiskutch@co.crook.or.us

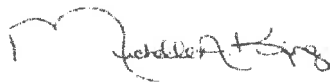
**XIII. Integration Clause**

This IPMOU, the EVS User Package (Attachment A), and the PII Loss Reporting Worksheet (Attachment B) constitute the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this agreement. This agreement shall take precedence over any other documents that may be in conflict with it, including any similar agreements entered into previously by the Reporter and SSA concerning disclosure of records of individuals confined in public institutions.

**XIV. Authorized Signature**

The signatories below warrant and represent that they have the competent authority on behalf of their respective entities to enter into the obligations set forth in this agreement.

**Electronic Signature Acknowledgement:** The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

**Social Security Administration**



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Michelle King  
Deputy Commissioner  
for Budget, Finance, and Management

Date: February 13, 2019

**Social Security Administration  
Region 10**


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Mary Lisa Lewandowski  
Regional Commissioner

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Date

**CROOK COUNTY JAIL**


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**Name of Signatory -** SETH CRAWFORD  
**Title -** CROOK COUNTY JUDGE

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**Date** SEPTEMBER 16, 2020

**ENUMERATION VERIFICATION SYSTEM (EVS)  
USER PACKAGE FOR CORRECTIONAL INSTITUTIONS**

**Social Security Administration**

**Revised: 06/26/18**

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## INTRODUCTION

The Social Security Administration (SSA) is required by law to suspend benefit payments to certain incarcerated individuals. Since SSA's beneficiary payment records are uniquely identified by Social Security Number (SSN), the first step toward the suspension of benefits is to obtain an SSN of each incarcerated individual along with other definitive identifying information and verify that the data matches SSA's records.

The Enumeration Verification System (EVS) is used to verify that the SSN, name, and date of birth submitted by the reporter match SSA's records. If the SSN provided by the reporter does not match, or the reporter cannot provide an SSN, but furnishes other pertinent identifying information, various electronic systems are used in an attempt to locate the SSN assigned to the confined individual.

## MEDIA

For secure, encrypted transmission of files, SSA has developed Government to Government Services Online (GSO) to report inmate information. GSO is a secure method of submitting electronic files to SSA via the Internet. The Internet page is maintained on SSA's Internet site (<https://www.ssa.gov/gso/gsowelcome.htm>). Access to the page is through a SSA supplied user name with password. This program permits safe, electronic, encrypted transmission of the prepared prisoner file. Notification that SSA has received the file is almost immediate.

## REPORTING

After the initial input report (entire inmate population submission) is made, subsequent MONTHLY input reports should include new admissions, new convictions and releases for that month (i.e., admissions and convictions since the initial report). Once a year, a complete census report should be submitted. These reports should be identified with a Report Type code of "C" (See Appendix A).

Also, please note that SSA has an automated database which tracks for the timely submission of the monthly reports by all reporters. This database produces an alert for SSA personnel to contact the reporter any time that 45 days have elapsed since the last report. For SSA's monitoring purposes, if there are NO new admissions and NO new convictions in the monthly reporting period, reporters should submit a MONTHLY "ZERO" report. Instructions for preparing a "ZERO" report are included on page 11.

## CONTACTS

For your convenience a list of the SSA Regional Prisoner Coordinators can be found in APPENDIX D.

*\*The information in this user package is to be followed in compliance with the reporting agreement signed between the reporter and SSA. This guide was prepared in May 2008 – all previous versions of this guide should be destroyed.*

## SECTION 1 - GSO REPORTING

### GSO REGISTRATION

If you are not registered for GSO, please contact your Regional Prisoner Coordinator (APPENDIX D) or your local Social Security office. For registration, SSA requires:

- Name of reporting facility
- Organizational name
- Address of reporting facility
- Contact Names
- Contact telephone numbers
- Contact email addresses
- Name of each user

Upon registration, a user name and password are assigned. If your facility is unable to prepare the file in the SSA approved format, GSO can still be used as a vehicle to transmit the information. Contact your Regional Prison Coordinator for more information. (APPENDIX D)

### SPECIFICATIONS FOR GSO FILES

- Use ASCII-I Character Set
- File must be saved as a text file. Note - do not save with any file extension (such as .txt)
- Characters should be formatted in UPPER CASE.
- All files should be named in the following format: Pxx.mmddyyyy.PRS.Rxxxx  
xx = state postal abbreviation  
mmddyyyy = month, day, year. This would be the date that the file is renamed or sent. It is used to identify different files. If more than one file was sent on the same day, you would have to use different dates.  
xxxx = RID (4 digit Requester Identification code supplied by SSA)

Please note that “P”, “PRS”, and “R” are constants and must be shown in the exact position indicated above.

Example: A New York prison with a Reporter ID code of 5555 that is sending a report on May 1, 2007 would provide the following name:

PNY.05012007.PRS.R5555

- Fixed record length of 130 characters.
- Each record must end with a carriage return or line feed.

## GSO INSTRUCTIONS

### Access the website:

1. Open an Internet browser (such as Internet Explorer or Netscape)
2. In the address window type: <https://www.ssa.gov/gso/gsowelcome.htm>

Or

Click on this link: <https://www.ssa.gov/gso/gsowelcome.htm>

3. Once you have this page up, click on Favorites
  - Select “Add to Favorites”
  - In the name field, type **GSO**
  - Click OK
4. Click “Log in to GSO”
5. Enter your Username
6. Enter the password given to you by phone
7. You will then arrive at the GSO main menu.

### Change Your Password:

If this is the first time you are logging on, you will be required to change your password.

1. Enter the password we gave you in the old password field.
2. Enter a new password that is at least 7 characters long and includes both letters and numbers.
3. Enter the new password again into the Confirm New Password field.

Note: Passwords will be forced to change every 90 days. If you are locked out or forget your password, please email the GSO mailbox: [UIT.eData.Mailbox@ssa.gov](mailto:UIT.eData.Mailbox@ssa.gov)

### Send Prison Report:

- Select the “Prison Reporting” link on the Government to Government Services Online home page. This link will take you to the Prison Reporting menu.
- Select “Send Prison Reports”. This link will take you to the Send Prison Reports page.
- All files should be named in the following format:

**“Pxx.mmddyyyy.PRS.Rxxxx”**

(“xx = State Postal Abbreviation; mmddyyyy = Month, Day, Year; xxxx = RID Identifier”)

Step 1: Select the “Browse” button to select the file to send. Do not type in the name of the file. (Do not send files that are password protected.)

Select the “Add Another File” button to send additional files.

Step 2: Select the “Submit” button to forward the information to the receiving office.

A confirmation message will be sent to confirm that the file was uploaded. Please note that this is not confirmation that the file is properly formatted. GSO does not verify that a file is correctly formatted. For correct format, please see EVS Input File Formats (Appendix A)

#### Change Your Email Address:

Your email address that we currently have in our records will display on the GSO Main Menu after you have logged in. If our records are incorrect, change your email address by performing the following steps:

1. Select the ‘Change User Information’ link on the left sidebar.
2. Enter your new email address within the ‘Email’ field.
3. Select the ‘Submit’ button to forward the change.
4. A Confirmation Email will be sent to both your old and new email addresses once the change is processed.

#### Problem Reporting:

If you have any problems using the system, please contact the GSO mailbox:

[UIT.eData.Mailbox@ssa.gov](mailto:UIT.eData.Mailbox@ssa.gov)

## APPENDIX A

## EVS INPUT FILE FORMATS

Input Format for <b>GSO</b>
-----------------------------

FIELD LOCATION	FIELD NAME	FIELD SIZE	FIELD TYPE	MUST FILL
1-9	SOCIAL SECURITY NUMBER <i>(Do <b>not</b> leave blank; If missing or incomplete enter zeros).</i>	9	N	Y
10-12	ENTRY CODE –MUST ENTER “TPV”	3	A	Y
13-15	PROCESSING CODE—Must enter “317”	3	N	Y
16-28	LAST NAME <sup>1</sup>	13	A/N	Y
29-38	FIRST NAME <sup>1</sup>	10	A/N	Y
39-45	MIDDLE NAME OR INITIAL <sup>1</sup>	7	A/N	N
46-53	DATE OF BIRTH (MMDDYYYY) <sup>2</sup>	8	N	N
54	GENDER CODE (M=Male F=Female U=Unknown)	1	A	Y
55	REPORT TYPE <sup>3</sup>	1	A	Y
56-63	REPORT DATE (MMDDYYYY) <sup>4</sup>	8	N	Y
64-79	REPORTING PERIOD (MMDDYYYYMMDDYYYY) <sup>5</sup>	16	N	Y
80-87	DATE OF CONVICTION (MMDDYYYY) <sup>6</sup>	8	N	Y
88-95	DATE OF CONFINEMENT (MMDDYYYY) <sup>7</sup>	8	N	Y
96-103	RELEASED DATE (MMDDYYYY) <sup>8</sup>	8	N	Y
104	INMATE STATUS CODE <sup>9</sup>	1	A	Y
105-110	FACILITY IDENTIFICATION CODE <sup>10</sup>	6	A/N	Y
111	BLANK	1		
112-115	REPORTER IDENTIFICATION CODE <sup>11</sup>	4	A/N	Y
116-125	INTERNAL INMATE IDENTIFICATION CODE <sup>12</sup>	10	A/N	N
126-130	BLANKS	5		

**Reminder:** All records submitted through GSO must end with a carriage return or line feed.

*\* See footnotes below.*

**Footnotes:**

1) **NAMES (Required Field)**

Enter the full last name, first name, middle name or middle initial. If there is **no middle name** or **middle initial**, leave that field **blank**. Do not submit the following substitutions: "NMN" (no middle name), "NO MIDDLE NAME". If name unknown, fill with all zeroes. See additional restrictions below.

**NAME FIELD EDITS:**

**A. NICKNAMES/ABBREVIATIONS**

For the purpose of this match do **not** submit **nicknames** (such as Bubba, Gypsy, Rambo or Buddy) nor **abbreviated names**. When a person applies for a Social Security Card only those names established by birth records and/or court documents relating to name changes are acceptable. Also, do **not** submit **gang names** or **street names**.

**B. SPECIAL CHARACTERS NOT ALLOWED**

Apostrophes (')

Periods (.)

Parenthesis ()

Slashes (\ or/)

Quotes ("")

Special Characters ~,!,@,#,\$,%,&,\*,<,>,-,\_,=,+,(,),/, \, ?

**C. TITLES NOT ALLOWED**

Jr or Junior spelled out

Sr or Senior spelled out

I or First spelled out

II or Second spelled out

III or Third spelled out

IV or Fourth spelled out

NOTE: JUVENILES--Do not annotate any prisoner record as "JUVENILE". The edit program does not edit for this title. Every record with this annotation will fail and not pass verification. The inmate status code should be used to identify juveniles.

**D. COMPOUND NAMES**

Last names, first and/or middle names containing compound names must contain a SPACE dividing the names. Examples of compound names are: Van-Meter, Von-Paris, Perez-Rodriguez, Smith-Jones, Alice-Marie, Rose-Bud, Smith-Barney.

Reporting examples:

	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE</u>
Actual Name:	Smith-Barney	Alice-Marie	Rose-Bud

Send to SSA as: Smith Barney Alice Mari Rose Bu

- 2) **DATE OF BIRTH (DOB)**  
Enter a complete DOB (valid month 01-12, valid day 01-31, and year 1999, 2000, etc.) if known. Even if the **DAY** of birth is not known, provide a **month** and **year**. If all or any part of the DOB is unknown, leave it blank (not all zeroes).
- 3) **REPORT TYPE**  
Use one of the following alpha characters to indicate the type of report being submitted:  

<b>R</b> = Regular File	Use this code for regular monthly reports
<b>C</b> = Census File	Use only for the initial total inmate inventory.
<b>H</b> = Historical File	Use only if directed to do so by SSA.
<b>P</b> = Periodic Review File	Use only if directed to do so by SSA.
- 4) **REPORT DATE**  
Date reporter prepared report. Must fill and must be valid numerics.
- 5) **REPORTING PERIOD**  
Period of time (beginning MMDDYYYY and ending MMDDYYYY) the report covers. For example, a report for the month of March 2007, would be shown as 0301200003312000. This is a **required** field and should be valid, logical numerics, i.e., valid month/day/year, and the beginning date **MUST** be earlier than the ending date. Failure to properly complete the reporting period affects SSA's ability to determine if an Incentive Payment is due.
- 6) **DATE OF CONVICTION/PAROLE REVOCATION/COURT ORDER**  
When applicable, this is the date the inmate was convicted of an offense, the date parole/probation was officially revoked or the date of the court order. This is a **required** field with valid dates when the Inmate Status code="Y", "I", "X", "P" or "E". For all other inmates (inmate status code=C) this field should be zero-filled. Failure to properly complete the date of conviction affects SSA's ability to determine if an Incentive Payment is due. If an individual has been confined because of a parole or probation violation, but parole/probation has not been officially revoked, this entry should be zero-filled.
- 7) **DATE OF CONFINEMENT**  
This is the date that the inmate entered the facility or entered the custody of the facility. This is a **required** field and must contain valid dates. Failure to properly complete the date of confinement affects SSA's ability to determine if an Incentive Payment is due.
- 8) **RELEASED DATE**  
This is the date the inmate was actually released from custody "to the street." This should **NOT** be the date released to another facility or a proposed future release date. This is a **required field** and should be valid numerics. If there is no release, i.e., the inmate remains in custody or if the release date is unknown, fill with zeroes.



9) **INMATE STATUS CODE**

**Required field.**

(\*These codes were revised as of April 2000. If the inmate was released when the report was prepared, show the inmate status code at time of confinement).

- Y = Convicted**--Individual has been convicted of a crime (felony or misdemeanor) and is confined to a correctional institution.
- C = Confined but not convicted**--Individual is confined in a correctional institution but has not been convicted of a crime.
- I = Not guilty by reason of insanity or found incompetent to stand trial**--Individual is confined to a public institution as a result of a court order in connection with a criminal case.
- X = Sexually Dangerous Persons**--Individual who immediately upon completion of their prison sentence for a criminal offense (an element of which is sexual activity), is confined by court order in a public institution. The individual is confined in the public institution based on a determination that he/she is a sexually dangerous person or a sexual predator.
- P = Parole/Probation violator**--Individual has violated parole/probation. If an official determination has been made to return the individual to confinement at a correctional institution, the date of that determination should be coded in the conviction date field. If no official determination has been made, the conviction date should be zero-filled.
- E = Escapee**--Individual was in the custody of the correctional institution but has escaped from the institution.
- J= Confined juvenile**--Inmate is under age 18 and is in custody of the juvenile authorities of a jurisdiction. The inmate will not be tried as an adult.
- A= Juvenile convicted as an adult**--Inmate is under 18 years of age but has been convicted of a crime as an adult.

10) **FACILITY IDENTIFICATION CODE**

**Must enter** the six-position alpha/numeric code that was assigned by SSA to the correctional or mental health facility. This code identifies the facility where the inmate is confined.

EXAMPLE:

<u>Code</u>	<u>Facility Where Inmate is Confined</u>
CA8099	North Pole City Jail (in California)
AL7500	South Pole City Jail (in Alabama)

**11) REPORTER IDENTIFICATION CODE**

**Must enter** your four-position alpha/numeric code that was assigned by SSA for reporting inmate data to SSA.

EXAMPLE:

<u>Code</u>	<u>Source Supplying Inmate Data to SSA</u>
3CAP	State of California Dept. of Corr.
3ALP	State of Alabama Dept. of Corr.
2300	Cook County Jail

**12) INTERNAL INMATE IDENTIFICATION CODE**

Identification code used by correctional or mental health facility. If the code is less than the 10 positions allowed (to complete the 130 characters), enter the code as left justified in the first positions, leaving the remaining area of the field blank. If the code is longer than 10 characters, only enter the last 10 characters of the code.

## APPENDIX B

### DUMMY INPUT FORMAT FOR SUBMITTING “ZERO” ADMISSIONS/CONVICTIONS

SSA has an automated database which tracks for the timely submission of monthly reports by all reporters. This database produces an alert for SSA personnel to contact the reporter anytime 45 days have elapsed since the last report. For SSA’s monitoring purposes, if there are **NO new admissions/NO new convictions** in the monthly reporting period, reporters should submit a MONTHLY “**ZERO**” report. Filing this “zero” report will enable SSA to properly credit the reporter with the submission of a timely report.

THE FILE SHOULD BE FORMATTED AS FOLLOWS:

... referring to the original input format listed in Appendix A.

- The **SSN** field should be all 9’s.
- The entry in the **LAST NAME** field should be “**DUMMY**”
- The entry in the **FIRST NAME** field should be “**RECORD**”
- The **DATE OF BIRTH** field should be all **ZEROES**.
- All other data should be the same as for a regular report.

**APPENDIX C**

**Regional Prisoner Coordinator (RPC) Contact Information**

REGION AND STATE SERVICE AREAS	RPC'S NAME, MAILING ADDRESS & E-MAIL ADDRESS	RPC TELEPHONE NUMBER AND FAX NUMBER
<p><b>Region I:</b> <b>Boston</b> <b>Service Area: ME, CT, MA, NH, RI, VT)</b></p>	<p>Jacqueline E. Medina  Alternate: Christopher Contreras email: <a href="mailto:Jacqueline.E.Medina">Jacqueline.E.Medina</a> <a href="mailto:Christopher Contreras">Christopher Contreras</a> FOs should use: <a href="#">BOS CPS RSI SSI</a> <i>Social Security Administration Center for Programs Support JFK Federal Bldg., Room 1925 Government Center Boston, MA 02203-1925</i></p>	<p>Phone: 617-565-2882  FAX: 617-565-9359</p>
<p><b>Region II:</b> <b>New York</b> <b>Service Area: NY, NJ, PR, VI</b></p>	<p>Andrew Young (RSI) Linda Lopez-Vasquez (SSI) email: <a href="mailto:Andrew.Young">Andrew.Young</a> <a href="mailto:Linda.Lopez-Vasquez">Linda.Lopez-Vasquez</a> FOs should use: <a href="#">NY CDPS</a> <i>Social Security Administration Center for Disability and Program Support 26 Federal Plaza Room 4060 New York, NY 10278</i></p>	<p>212-264-1117 212-264-0078  Fax 212-264-2071</p>
<p><b>Region III:</b></p>	<p>Cynthia Charleston (RSI Policy &amp; PUPS)</p>	<p>215-597-1760</p>

<p><b>Philadelphia</b>  <b>Service Area: DE, MD, PA, WV, VA, DC</b></p>	<p>Linda Duran (SSI Policy &amp; PUPS) email:  <a href="mailto:Cynthia.R.Charleston">Cynthia.R.Charleston</a>  <a href="mailto:Linda.Duran">Linda.Duran</a>  <i>SSA, Center for Disability &amp; Programs Support</i>  <i>P.O. Box 8788</i>  <i>300 Spring Garden St 7<sup>th</sup> Floor</i>  <i>Philadelphia, PA 19123</i></p>	<p>215-597-0731   Fax 215-597-5206</p>
<p><b>Region IV:</b>  <b>Atlanta</b>  <b>Service Area: AL, FL, GA, KY, MS, NC, SC, TN</b></p>	<p>Kirk Jockell (Facility Reporting)  Alternate: Deidra Bemister (Facility Reporting)  Ray West (RSI Policy &amp; PUPS)  Tracy Rega (SSI Policy &amp; PUPS)  Alternate: Lila Bailey (SSI Policy &amp; PUPS)  email:  <a href="mailto:Kirk.Jockell">Kirk.Jockell</a>  <a href="mailto:Tracy.Regal">Tracy.Regal</a>  <a href="mailto:Lila.Bailey">Lila.Bailey</a>  <a href="mailto:Ray.West">Ray.West</a>  <a href="mailto:Deidre.Bemister">Deidre.Bemister</a>  <i>SSA, RSI Program Team</i>  <i>61 Forsyth St. SW.,</i>  <i>Suite 23T42</i>  <i>Atlanta, GA 30303-8907</i></p>	<p>404-562-1315  404-562-1302  404-562-1321  404-562-1299  404-562-1415   Fax 404-562-1313</p>
<p><b>Region V:</b>  <b>Chicago</b>  <b>Service Area: IL, IN, MI, MN, OH, WI)</b></p>	<p>Phil Holland  Alternate: Ayshin Yuksel  Kristin Schultes  email:  <a href="mailto:Philip.Holland">Philip.Holland</a>  <a href="mailto:Ayshin.Yuksel">Ayshin Yuksel</a>  <a href="mailto:Kristin.Schultes">Kristin Schultes</a>  <i>SSA-MOS-RSI Team</i>  <i>P.O. Box 8280</i>  <i>Chicago, IL 60680-8280</i></p>	<p>312-575-6264  312-575-4334  312-575-5008   Fax 312-575-4245</p>
<p><b>Region VI:</b>  <b>Dallas</b>  <b>Service Area: AR, LA, NM, OK,</b></p>	<p>Donna Brousseau  Alternate: Angela Markell  email:</p>	<p>214-767-4308  866-758-1319, ext. 11555</p>

<b>TX</b>	<a href="#">Donna.Brousseau</a> or <a href="#">Angela Markell</a> <i>Center for Program Support  1301 Young St., Rm 670  Dallas, TX 75202-5433</i>	FAX 214-767-1452
<b>Region VII:  Kansas City  Service Area: IA, KS, MO, NE</b>	Shawn Cole email: <a href="#">Shawn.Cole</a> <i>SSA, RSI Team  Federal Office Bldg.  Room 1002  601 E. 12<sup>th</sup> Street  Kansas City, MO 64106</i>	816-936-5595 FAX 816-936-5951
<b>Region VIII:  Denver  Service Area CO, MT, ND, SD,  UT, WY</b>	Susan Hibbert email: <a href="#">Susan.Hibbert</a> or <a href="#">DEN.RPC</a> <i>SSA/CPS  1961 Stout Street, Suite 06-145  Denver, CO 80294</i>	303-844-2695 FAX 303-844-4280
<b>Region IX:  San Francisco  Service Area: AZ, CA, HI, MP,  NV, Guam, American Samoa,  Trust Territory of the Pacific  Islands</b>	Sheri Horsburgh Alternate: Maria Schlosser email: <a href="#">Sheri Horsburgh</a> or <a href="#">Maria Schlosser</a> <i>SSA, CPS, RSI Team  1221 Nevin Ave., 6<sup>th</sup> Floor  Richmond, CA 94801-0206</i>	866-348-7855 extension 15522 FAX 602-569-7337 510-970-8249 FAX 510-970-8101
<b>Region X:  Seattle  Service Area: AK, ID, OR, WA</b>	Armond Joseph email: <a href="#">Armond.Joseph</a> or Stephanie Winker email: <a href="#">Stephanie Winker</a>	206-615-2229 FAX 206-615-2643 206-615-2677 FAX 206-615-2643

	<i>SSA Suite 2900/Mailstop 303A 701 Fifth Avenue Seattle, WA 98104-7075</i>	
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**Attachment B. (GAM 15.02) Worksheet for Reporting Loss or Potential Loss of PII**

The "Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information" is intended to assist you to quickly organize and report the needed information about the potential incident.

**1. Information about the individual making the report to the NNSC:**

Name:			
Position:			
Deputy Commissioner Level Organization:			
Phone Numbers:			
Work:	Cell:	Home/Other:	
Email Address:			
Check one of the following:			
Management Official	Security Officer	Non-Management	

**2. Information about the data that was lost/stolen:**

Describe what was lost or stolen (e.g., case file, MBR data):

Which element(s) of PII did the data contain?

Name	Bank Account Info
SSN	Medical/Health Information
Date of Birth	Benefit Payment Info
Place of Birth	Mother's Maiden Name
Address	Other (describe):

Estimated volume of records involved:

**3. How was the data physically stored, packaged and/or contained?**

Paper or Electronic? (Circle one):

If Electronic, what type of device?

Laptop	USB Drive	Backup Tape	Blackberry
Workstation	Server	CD/DVD	Mobile Phone #
Hard Drive	Floppy Disk	Cell (not Blackberry)	
Other (describe):			

Additional Questions if Electronic:

	Yes	No	Not Sure
a. Was the device encrypted?			
b. Was the device password protected?			
c. If a laptop, was a VPN SmartCard lost?			
d. If laptop, powerstate when	Off	Sleep	Hibernate
		Not	



lost?							Sure
Cardholder's Name:							
Cardholder's SSA logon PIN:							
Hardware Make/Model:							
Hardware Serial Number:							

Additional Questions if Paper:

	Yes	No	Not Sure
a. Was the information in a locked briefcase?			
b. Was the information in a locked cabinet or drawer?			
c. Was the information in a locked vehicle trunk?			
d. Was the information redacted?			
e. Other circumstances:			

4. If the employee/contractor who was in possession of the data or to whom the data was assigned is not the person making the report to the NNSC (as listed in #1), information about this employee/contractor:

Name:			
Position:			
Deputy Commissioner Level Organization:			
Phone Numbers:			
Work:		Cell:	Home/Other:
Email Address:			

5. Circumstances of the loss:

- When was it lost/stolen:
- Brief description of how the loss/theft occurred:
- When was it reported to SSA management official (date and time)?

6. Have any other SSA components been contacted? If so, who? (Include deputy commissioner level, agency level, regional/associate level component names)

7. Which reports have been filed? (include FPS, local police, and SSA reports)

Report Filed	Yes	No	Report Number
Federal Protective Service			
Local Police			
OIG			
	Yes	No	
SSA-3114 (Incident Alert)			
SSA-342 (Report of Survey)			
Security Assessments and Funded Enhancements (SAFE)			

Other (describe)

- 8. Other pertinent information (include actions underway as well as any contacts with other agencies, law enforcement or the press):**



# MEMO

**To:** Crook County Court  
**From:** Muriel DeLaVergne-Brown, RN, BSc, MPH  
**Date:** 9-4-20  
**Re:** State of Oregon Contract 159807 – Amendment #12

Crook County Health Department received the 12<sup>th</sup> amendment (#159807) from the State of Oregon for the "SAMSA State Targeted Response to the Opioid Crisis CDC grant". This grant is a federal grant to support the hiring of an Opioid Response Coordinator for the tri-county area (Crook, Jefferson, and Deschutes) with Crook as the lead. This will be part of our Drug and Alcohol Prevention Programs and supervised by Katie Plumb. We have been planning a year for this opportunity in coordination with the Central Oregon Health Council and a regional taskforce. We are planning to hire for the position as soon as possible to support response in the region. Crook County has one of the leading death rates for opioids in Oregon.

## DOCUMENT RETURN STATEMENT

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

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

**Document number:** 159807-12 , hereinafter referred to as "Document."

I, SETH CRAWFORD CROOK COUNTY JUDGE  
Name Title

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

CROOK COUNTY, OREGON by email.

**Contractor's name**

On SEPTEMBER 16, 2020 ,  
Date

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

\_\_\_\_\_ 9.16.20  
Authorizing signature Date

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

**TWELFTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Twelfth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County.

**RECITALS**

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

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

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

**AGREEMENT**

1. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
<u>PE 62</u> Overdose Prevention	FF	SAMHSA/State Targeted Response to the Opioid Crisis Grants CDC/Injury Prevention and Control Research and State and Community Based Programs	93.788  93.136	N	Y

3. Exhibit B Program Element #01 “State Support to Public Health” and PE 12 “Public Health Emergency Preparedness and Response (PHEPR)” Programs are hereby superseded and replaced in their entirety and PE 62 “Overdose Prevention” is hereby added in its entirety by Attachment A attached hereto and incorporated herein by this reference.

4. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
5. Exhibit J of the Amended and Restated Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
6. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
7. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
8. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
9. The parties expressly ratify the Agreement as herein amended.
10. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

**11. Signatures.**

By: \_\_\_\_\_  
 Name: /for/ Carole L. Yann  
 Title: Director of Fiscal and Business Operations  
 Date: \_\_\_\_\_

**CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_  
 Name: SETH CRAWFORD  
 Title: CROOK COUNTY JUDGE  
 Date: SEPTEMBER 16, 2020

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_  
 Name: Derrick Clark (or designee)  
 Title: Program Support Manager  
 Date: \_\_\_\_\_

**Attachment A**  
**Program Element Description(s)**

**Program Element #01: State Support for Public Health (SSPH)**

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Disparities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings.

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

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>						<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>												
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X		X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*			X			X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X



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

Gonorrhea rates

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

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields.

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

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:  
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:  
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **01-04: COVID-19** LPHA must:
  - (1) Submit a budget plan and narrative within 30 days of receiving this amendment. Refer to LPHA COVID-19 Budget Guidance document for terms and conditions.
  - (2) OHA will send “Budget Narrative Template”, “Budget Guidance” and any other applicable documents that OHA may identify.

- h. 01-05: COVID-19** In cooperation with OHA, the LPHA must ensure adequate culturally and linguistically responsive COVID-19 testing, investigation resources and contact tracing resources to limit the spread of COVID-19. OHA will be entering into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

**(1) Cultural and linguistic competency and responsiveness.**

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction, including those funded by OHA through a Memorandum of Understanding or similar agreement that clearly describes the role of the CBO that has entered into a grant agreement with OHA, to ensure culturally and linguistically responsive community outreach and education strategies, testing, contact tracing and monitoring, and social service and wraparound supports. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive cases to LPHA, ensure HIPAA training and compliance by the CBO so the LPHA and CBO can share personal health information, clearly define referral and wrap-around service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative.
- (b)** Work with local CBOs including culturally-specific organizations to develop and track progress toward equity goals to maintain equity at the center of the LPHA's COVID-19 response.
- (c)** Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h)** Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

- (i) Provide facial coverings and other personal protective equipment (PPE) to LPHA staff when appropriate.
- (j) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

**(2) Testing**

LPHA must:

- (a) Work with health care and other partners to ensure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.
- (c) Maintain a current list of entities providing COVID-19 testing and at what volume.
- (d) Provide reports to OHA on testing locations and volume as requested.

**(3) Contact Tracing**

LPHA must:

- (a) Maintain the capacity to surge a minimum of 15 contact tracers for every 100,000 people in the jurisdiction. as needed, based on disease rates. OHA grants with CBOs for contact tracing will count toward this minimum.
- (b) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (c) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (d) Follow up with at least 95% of cases within 24 hours of notification.

**(4) Case investigation**

LPHA must:

- (a)** Conduct all case investigations and monitor outbreaks.
- (b)** Enter all case investigation and contact tracing data in Orpheus and ARIAS, as directed by OHA.
- (c)** Ensure all LPHA staff designated to utilize Orpheus and ARIAS are trained in these systems. Include in the tracing data whether new positive cases are tied to a known existing positive case or to community spread.

**(5) Isolation and quarantine**

LPHA must:

- (a)** By June 15, 2020, demonstrate to OHA that a quarantine location is identified and ready to be used.
- (b)** Facilitate efforts to ensure isolation and quarantine housing, transportation, health care supplies, meals, telecommunications and other supports needed for any resident in the jurisdiction who has a financial or physical need. The LPHA will utilize existing resources when possible such as covered case management benefits, WIC benefits, etc.

**(6) Social services and wraparound supports.**

LPHA must ensure social services referral and tracking processes are developed and maintained. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

**(7) Tribal Nation support.**

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with local tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

**(8) Support infection prevention and control for high-risk populations.**

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks.

- (d) **Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.
  - (9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.
- i. **01-06: COVID-19: Regional Active Monitoring. Activities.** In cooperation with OHA, the LPHA must work with other LPHAs in the region to collaboratively support epidemiologic and surge capacity needs. LPHA must conduct the following activities in accordance with guidance to be provided by OHA:
  - LPHA must:
    - (1) Ensure regular communication among LPHAs in the region.
    - (2) Compile and share regional data regularly among LPHAs.
    - (3) Establish MOU with LPHAs in the region for epidemiologic and surge capacity needs.
    - (4) Implement MOU as needed.
- j. **Regional budget and budget narratives.** LPHA regional fiscal agent must submit a regional budget and budget narrative for approval by OHA within 60 days of receiving amendment. Refer to LPHA COVID-19 PE 01-05 Budget Guidance document and LPHA PE 01-06 COVID-19 Budget Guidance document for terms and conditions. OHA will send “Budget Narrative Template”, “Budget Guidance” and any other applicable documents that OHA may identify. These funds may be used for services and supplies such as computers and telephones needed for contact tracing.
  - OHA will:
    - (1) Make contact tracing and case investigation training available.
    - (2) Require and provide access to training for all local public health and CBOs on Protected Health Information and CD investigation.
    - (3) Provide information on the availability of trauma informed training for both LPHAs and CBOs.

**5. General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

a. These reports must be submitted to OHA each quarter on the following schedule:

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

b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

c. Funding under PE01-05 includes three components – a) base funding, b) active monitoring fee for service payment, and c) active monitoring, isolation and quarantine, and wraparound services.

(a) Base Funding – Award will be issued June 2020 for FY20. Funds can be used from March 27, 2020-December 30, 2020. Unspent funds during FY20 are eligible for carry forward to FY21 once FY20 Q4 Revenue and Expense Reports are submitted.

(b) COVID-19 Active Monitoring Fee for Service payment – a fee-for-service payment will be paid for each case or contact per OHA guidance. LPHA must submit invoices to receive these funds for the period of March 27,2020-December 30, 2020. Final invoice due no later than January 31, 2021. OHA will amend the PE monthly upon receipt of the invoice. Payment will be made once the agreement is executed. LPHA must submit an invoice no less than quarterly to OHA. Invoice amounts must be reported on the R/E reports.

(c) COVID -19 Active Monitoring, Isolation and Quarantine, and Wraparound services – LPHAs must also submit invoices for isolation and quarantine-related expenses per OHA guidance. LPHA must submit invoices to receive these funds for the period of March 27, 2020-December 30, 2020. Final invoice due no later than January 31, 2021. OHA will amend the PE monthly upon receipt of the invoice. Payment will be made once the agreement is executed. LPHA must submit an invoice no less than quarterly to OHA. Invoice amounts must be reported on the R/E reports.

d. PE01-06 - Regional Active Monitoring – Funds are available for March 27, 2020-December 30, 2020.

**6. Reporting Requirements.** Not applicable.

**7. Performance Measures.** LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

a. Percent of gonorrhea Cases that had at least one contact that received treatment; and

b. Percent of gonorrhea Case reports with complete “priority” fields.

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

### **OHA Program Responsible for Program Element:**

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

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

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.<sup>1</sup> Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability is as follows: A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.<sup>2</sup>

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

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

- a. **Access and Functional Needs:** Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,<sup>3</sup> including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in institutional settings, older adults, pregnant and postpartum women, people with disabilities,<sup>4</sup> people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and individuals experiencing homelessness.<sup>5</sup>
- b. **Base Plan:** A plan that is maintained by the Local Public Health Authority (LPHA), describing fundamental roles, responsibilities, and activities performed during preparedness, mitigation, response and recovery phases. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.
- c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, Budget Period is July 1 through June 30 for PE12 and July 1 through March 15 for PE12-02.
- d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

<sup>1</sup> Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

<sup>2</sup> Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) 58-62.

<sup>3</sup> US Department of Health & Human Services, Office of the Assistant Secretary for Preparedness and Response. *At-Risk Individuals With Access and Functional Needs*. Retrieved from

<sup>4</sup> Americans with Disabilities Act of 1990, 42 U.S.C.A. § 12101 *et seq.* Retrieved from

<sup>5</sup> Ira P. Robbins, Lessons from Hurricane Katrina: Prison Emergency Preparedness as a Constitutional Imperative, 42 U. MICH. J. L. REFORM 1 (2008). Retrieved from: <https://repository.law.umich.edu/mjlr/vol42/iss1/2>

- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.<sup>6</sup>
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- g. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call-down engine that can be activated by state or local HAN administrators.
- h. **Health Security Preparedness and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- i. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- j. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxin, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies and equipment for an ill-defined threat in the early hours of an event, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.
- k. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.<sup>7</sup>
- l. **Public Information Officer (PIO):** The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.<sup>8</sup>
- m. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.<sup>9</sup>
- n. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.

<sup>6</sup> Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

<sup>7</sup> National Incident Management System. (2017). Retrieved from <https://www.fema.gov/national-incident-management-system>

<sup>8</sup> Federal Emergency Management Agency. (2007). *Basic Guidance for Public Information Officers*. Retrieved from [https://www.fema.gov/media-library-data/20130726-1623-20490-0276/basic\\_guidance\\_for\\_pios\\_final\\_draft\\_12\\_06\\_07.pdf](https://www.fema.gov/media-library-data/20130726-1623-20490-0276/basic_guidance_for_pios_final_draft_12_06_07.pdf)

<sup>9</sup> Public Health Accreditation Board. Retrieved from <https://phaboard.org/>



- o. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC and inform trainings and planning for local partners.

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

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

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

**Note: Emergency preparedness crosses over all foundational programs.**

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable
- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable

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

- a. Engage in activities as described in its approved PHEPR Work Plan and multi-year training and exercise plan (MYTEP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA will provide to LPHA.

- b. Use funds for this Program Element in accordance with its approved PHEPR budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Budget Template which is set forth in Attachment 1, incorporated herein with this reference.

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

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
- (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.
- (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance with an approved PHEPR budget using the template set forth as Attachments 1 and 2 to this Program Element.
- (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, add a new line item, or change the indirect line item by any amount require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
- (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.

- c. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community organizations, older adult-serving organizations, and educational agencies and state child care lead agencies as applicable.<sup>10</sup>

- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities is strongly encouraged at one of the HSPR co-sponsored preparedness conferences, which includes the Oregon Epidemiologists' Meeting (OR-Epi) and the Oregon Prepared Conference.

<sup>10</sup> U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. 10.

- (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate.
  - (3) Collaboration with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:<sup>11</sup>
    - (a) Identification of populations at risk of being disproportionately impacted by incidents or events.
    - (b) Coordination with community-based organizations.
    - (c) Integration of Access and Functional needs of individuals.
    - (d) Development or expansion of child-focused planning and partnerships.
    - (e) Engaging field/area office on aging.
    - (f) Engaging mental/behavioral health partners and stakeholders.
  - (4) Participation and planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and MYTEP Blank Template tabs, which OHA has provided to LPHA.
  - (5) Participation in a minimum of 75% of statewide HSPR-hosted monthly conference calls for LPHAs and Tribes.
  - (6) Participation in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.<sup>12</sup>
  - (7) Work to develop and maintain a portfolio of community partnerships to support preparedness, mitigation, response and recovery efforts.<sup>13</sup> Portfolio must include viable contact information from community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.<sup>14</sup>
- d. Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by December 1 each year or applicable Due Date based on CDC requirements.<sup>15</sup>

<sup>11</sup> U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. 8-9.

<sup>12</sup> Public Health Accreditation Board. Retrieved from <https://phaboard.org/>  
State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from [https://www.oregonlegislature.gov/bills\\_laws/ors/ors431.html](https://www.oregonlegislature.gov/bills_laws/ors/ors431.html)

Public Health Preparedness 3 O.A.R. § 333-003-0050 (2008). Retrieved from <https://secure.sos.state.or.us/oard/>

<sup>13</sup> Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf). 62.

<sup>14</sup> Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

<sup>15</sup> Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf). 58-62.

State and Local Administration and Enforcement of Public Health Laws. 36 O.R.S § 431.138. (2015) Retrieved from [https://www.oregonlegislature.gov/bills\\_laws/ors/ors431.html](https://www.oregonlegislature.gov/bills_laws/ors/ors431.html)

- e. **PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
- (1) At least three broad program goals that address gaps, operationalize plans, and guide PHEPR Work Plan activities.
    - (a) Planning
    - (b) Training and education
    - (c) Exercises.
    - (d) Community Education and Outreach and Partner Collaboration.
    - (e) Administrative and Fiscal activities.
  - (2) Activities will include or address persons with Access and Functional Needs.<sup>16</sup>
  - (3) Local public health leadership will review and approve PHEPR Work Plans.
- f. **PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.
- g. **24/7/365 Emergency Contact Capability.**
- (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
    - (a) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.<sup>17</sup>
    - (b) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.<sup>18</sup>

<sup>16</sup> Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf). 58-59.

<sup>17</sup> U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 3. State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from [https://www.oregonlegislature.gov/bills\\_laws/ors/ors431.html](https://www.oregonlegislature.gov/bills_laws/ors/ors431.html)

Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf). 58-62.

<sup>18</sup> U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 3.

- (c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
  - (2) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.<sup>19</sup>
    - (a) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
    - (b) Following a quarterly test, LPHA must take any corrective action needed within 30 days of notification of any deficiency to the best of their ability.
- h. HAN**
- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR liaison and the State HAN Coordinator.<sup>20</sup>
  - (2) The HAN Administrator must:
    - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
    - (b) Complete appropriate HAN training for their role.
    - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
    - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
    - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
    - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
    - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.<sup>21</sup>
    - (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.

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State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from [https://www.oregonlegislature.gov/bills\\_laws/ors/ors431.htm](https://www.oregonlegislature.gov/bills_laws/ors/ors431.htm)

Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) 58-62.

<sup>19</sup> Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

<sup>20</sup> U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 3.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133 (2015). Retrieved from [https://www.oregonlegislature.gov/bills\\_laws/ors/ors431.htm](https://www.oregonlegislature.gov/bills_laws/ors/ors431.htm)

Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) 58-62.

<sup>21</sup> Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

- (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
  - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
  - (k) Facilitate in the development of the HAN accounts for new LPHA users.
- i. **Multi-Year Training and Exercise Plan (MYTEP):** LPHA must annually submit to HSPR on or before August 15, an updated MYTEP as part of their annual work plan update.<sup>22</sup> The MYTEP must meet the following conditions:
- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
  - (2) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).
  - (3) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align MYTEPs, as appropriate.
  - (4) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
  - (5) Identify a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g. seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g. drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
  - (6) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.
  - (7) For an exercise or incident to qualify, under this requirement the exercise or incident must:
    - (a) **Exercise:**  
LPHA must:
      - Submit to HSPR Liaison 30 days in advance of each exercise an exercise notification or exercise plan that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.
      - Involve two or more participants in the planning process.
      - Involve two or more public health staff and/ or related partners as active

<sup>22</sup> Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) 58-62.  
U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 1,2.  
State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.138 (2015). Retrieved from [https://www.oregonlegislature.gov/bills\\_laws/ors/ors431.html](https://www.oregonlegislature.gov/bills_laws/ors/ors431.html)

participants.

- Submit to HSPR Liaison an After Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

**(b) Incident:**

During an incident LPHA must:

- Submit LPHA incident objectives or Incident Action Plan to HSPR Liaison within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
  - Submit to HSPR Liaison an After Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.
- (8)** LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.<sup>23</sup>
- (9)** Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,<sup>24</sup> the Public Health Accreditation Board, and the National Incident Management System.<sup>25</sup> The training portion of the plan must:
- (a)** Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law.
  - (b)** Identify and train appropriate LPHA staff<sup>26</sup> to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- j. Maintaining Training Records:** LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.<sup>27</sup>
- k. Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.
- (1)** LPHA must establish and maintain at a minimum the following plans:<sup>28</sup>
- (a)** Base Plan.
  - (b)** Medical Countermeasure Dispensing and Distribution (MCMDD) plan.<sup>29</sup>

<sup>23</sup> Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf). 58-62.

<sup>24</sup> Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>. Capability 1.

<sup>25</sup> National Incident Management System. (2017). Retrieved from <https://www.fema.gov/national-incident-management-system>

<sup>26</sup> State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.134 (2015). Retrieved from [https://www.oregonlegislature.gov/bills\\_laws/ors/ors431.html](https://www.oregonlegislature.gov/bills_laws/ors/ors431.html)

<sup>27</sup> Oregon Office of Emergency Management. (2014). *National Incident Management System – Who takes what?*

<sup>28</sup> Public Health Preparedness, 3 O.A.R. § 333-003-0050 (2008). Retrieved from <https://secure.sos.state.or.us/oard/>

Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

<sup>29</sup> Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf). 58-62.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.132,138 (2015). Retrieved from [https://www.oregonlegislature.gov/bills\\_laws/ors/ors431.html](https://www.oregonlegislature.gov/bills_laws/ors/ors431.html)

U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative*

- (c) Continuity of Operations Plan (COOP)<sup>30</sup>
- (d) Communications and Information Plan.<sup>31</sup>
- (2) All plans, annexes, and appendices must:
  - (a) Be updated whenever an After Action Report improvement item is identified as requiring a change or biennially at a minimum,
  - (b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
  - (c) Be functional and operational by June 30, 2022,<sup>32</sup>
  - (d) Comply with the NIMS,<sup>33</sup>
  - (e) Include a record of changes that includes a brief description, the date, and the author of the change made, and
  - (f) Include planning considerations for persons with Access and Functional Needs.

**I. COVID-19**

LPHA must:

- (1) By March 15, 2021, submit a community intervention implementation plan that describes how the LPHA will achieve the following three mitigation goals:
  - (a) Slow transmission of disease,
  - (b) Minimize morbidity and mortality, and
  - (c) Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts. The plan should address how the LPHA will:
    - i. Minimize potential spread and reduce morbidity and mortality of COVID-19 in communities.
    - ii. Plan and adapt for disruption caused by community spread and implement interventions to prevent further spread.
    - iii. Ensure healthcare system response is an integrated part of community interventions.
    - iv. Ensure integration of community mitigation interventions with health system preparedness and response plans and interventions.
- OHA will send “Community Intervention Implementation Plan” template to complete (c) above.
- (2) Partner with COVID-19 regional planning to conduct virtual infection control assessments in congregate care settings within their jurisdiction.
- (3) Participate in local and regional planning efforts related to hospital transfers.

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*Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 1. Public Health Preparedness, 3 O.A.R. § 333-003-0200 (2008). Retrieved from [https://secure.sos.state.or.us/oard/PresidentialPolicyDirective-8:NationalPreparedness\(2011\)](https://secure.sos.state.or.us/oard/PresidentialPolicyDirective-8:NationalPreparedness(2011)). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

<sup>30</sup> Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), 58-62.

Federal Emergency Management Agency. (2018) *Continuity Guidance Circular*. Retrieved from <https://www.fema.gov/media-library-data/1520878493235-1b9685b2d01d811abfd23da960d45e4f/ContinuityGuidanceCircularMarch2018.pdf>

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S. § 431.138 (2015). Retrieved from [https://www.oregonlegislature.gov/bills\\_laws/ors/ors431.html](https://www.oregonlegislature.gov/bills_laws/ors/ors431.html)

<sup>31</sup> State and Local Administration and Enforcement of Public Health Laws 36 O.R.S. § 431.133 (2015). Retrieved from [https://www.oregonlegislature.gov/bills\\_laws/ors/ors431.html](https://www.oregonlegislature.gov/bills_laws/ors/ors431.html)

<sup>32</sup> U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 2,4.

Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

<sup>33</sup> National Incident Management System. (2017). Retrieved from <https://www.fema.gov/national-incident-management-system>  
Office of Emergency Management. (2014) 10 O.A.R. § 104-010-0005. Retrieved from <https://secure.sos.state.or.us/oard/>



- (4) Conduct intensive case and contact investigations as community transmission declines within the jurisdiction.

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

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

6. **Reporting Requirements.**

- a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.
- b. **Mid-year and end of year PHEPR Work Plan reviews.** LPHA must complete PHEPR Work Plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis.
  - (1) Mid-year work plan reviews may be conducted between October 1 and March 31.
  - (2) End of year work plan reviews may be conducted between April 1 and August 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be scheduled in conjunction with a triennial review. This Agreement will be integrated into the Triennial Review Process.
- d. **Multi-Year Training and Exercise Plan (MYTEP).** LPHA must annually submit a MYTEP to HSPR Liaison on or before August 15. Final approved MYTEP will be due on or before September 15.
- e. **Exercise Notification.** LPHA must submit to HSPR Liaison 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
- f. **Response Documentation.** LPHA must submit LPHA incident objectives or Incident Action Plan to HPSR Liaison within 48 hours of receiving notification of an incident that requires an LPHA response.
- g. **After Action Report / Improvement Plan.** LPHA must submit to HSPR Liaison an After Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.

7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.<sup>34</sup>

<sup>34</sup> Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

ATTACHMENT 1<sup>35</sup>

PHEPR Program Annual Budget

County

July 1, 2020 - June 30, 2021

			Subtotal	Total	Optional Use: Other Funds to support PHEPR
			\$0	\$0	
<b>PERSONNEL</b>					
	List as an Annual Salary	% FTE based on 12 months	0		
<i>(Position Title and Name)</i>			0		
Brief description of activities, for example, This position has primary responsibility for _____ County PHEPR activities.					
Fringe Benefits @ _____ % of describe rate or method			0		
<b>TRAVEL</b>				\$0	
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)			\$0		
<b>Hotel Costs:</b> <b>Per Diem Costs:</b> <b>Mileage or Car Rental Costs:</b> <b>Registration Costs:</b> <b>Misc. Costs:</b>					
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)			\$0		
<b>Air Travel Costs:</b> <b>Hotel Costs:</b> <b>Per Diem Costs:</b> <b>Mileage or Car Rental Costs:</b> <b>Registration Costs:</b> <b>Misc. Costs:</b>					
<b>CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)</b>			\$0	\$0	

<sup>35</sup> A fillable template is available from HSPR Liaison.

**OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

<b>CAPITAL EQUIPMENT</b> (individual items that cost \$5,000 or more)	\$0		\$0
<b>SUPPLIES</b>	\$0		\$0
<b>CONTRACTUAL</b> (list each Contract separately and provide a brief description)	\$0		\$0
Contract with ( ) Company for \$ , for ( ) services.			
Contract with ( ) Company for \$ , for ( ) services.			
Contract with ( ) Company for \$ , for ( ) services.			
<b>OTHER</b>	\$0		\$0
<b>TOTAL DIRECT CHARGES</b>			\$0
<b>TOTAL INDIRECT CHARGES @ ___% of Direct Expenses or describe method</b>			\$0
<b>TOTAL BUDGET:</b>			\$0

Date, Name and phone number of person who prepared budget

**NOTES:**

\$62,500 (annual salary) which would computer to the sub-total column as \$50,000  
 be 50\*12/2080 = .29 FTE

**Attachment 2: Use of Funds**

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

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

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

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

ATTACHMENT 3<sup>36</sup>

Incident/Exercise Summary Report

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

<sup>36</sup> A fillable template is available from HSPR Liaison.

**OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

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

**Program Element # 62 Overdose Prevention**

**OHA Program Responsible for Program Element:**

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

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

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

Recipients are expected to collaborate with multi-disciplinary stakeholders to develop, plan and implement an overdose emergency response plan and collaborate with other opioid related projects within the county that address community's challenges related to drug overdose deaths

Program Components to be funded for this Program Element are:

- a. Convene or strengthen a county and/or regional multisector stakeholder coordinating body to assist with strategic planning and implementation of substance use disorder prevention efforts. Include stakeholders such as: collaborating providers and organizations, Coordinated Care Organizations, peer recovery mentor organizations, persons with lived experiences, and representatives of diverse populations.
- b. Develop, plan and implement an overdose emergency response plan. Convene and coordinate with local partners (i.e. health preparedness, law enforcement, first responders, hospital emergency departments, harm reduction partners, and others). Assess and update response plans throughout the grant period.
- c. Review, coordinate, and disseminate local data to promote public awareness of the burden and opportunities to prevent drug overdose.
- d. Establish Linkages to Care - Identify systems-level strategies in healthcare (e.g., emergency departments, outpatient settings, community programs) and public safety and courts (e.g., police, emergency response, diversion programs) to support care linkages with improved awareness, coordination, and technology.
- e. Support Providers and Health Systems - Clinical education and training based on evidence-based guidelines (e.g., CDC guidelines).
- f. Partner with Public Safety and First Responders -Data sharing across public health and public safety partners, and programmatic collaborations to share and leverage prevention and response resources.
- g. Empower individuals to make safer choices -Awareness and education informed by media campaigns, translational research for public consumption, and appropriate messaging and resources

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

2. **Definitions Specific to this PE – Not Applicable.**
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Oregon’s Public Health Modernization Manual, ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):
  - a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
<b>Establish Linkages to Care</b>		*				X	X	X	X	X	X	X
<b>Support Providers and Health Systems</b>		*				X	X	X	X	X	X	X
<b>Partner with Public Safety and First Responders</b>		*				X	X	X	X	X	X	X
<b>Empower Individuals to make safer choices</b>		*				X	X	X	X	X	X	X

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Health Outcome Measure:**  
Opioid mortality rate per 100,000 population
- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Local Public Health Process Measure:**  
Not Applicable



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

LPHA must:

- a. Submit local program work plan and local program budget to OHA for approval.
- b. Engage in activities as described in its local program work plan, which has been approved by OHA.
- c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- d. Ensure that staffing is at the appropriate level to address all sections in this Program Element. LPHA must designate or hire a lead staff person to carry out and coordinate all the activities described in this Program Element, and act as a point of contact between the LPHA and OHA.
- e. Provide the workspace and administrative support required to carry out the grant-funded activities outlined in this Program Element.
- f. Attend all Overdose Prevention meetings reasonably required by OHA. Travel expenses shall be the responsibility of the LPHA.
- g. Cooperate with OHA on program evaluation throughout the duration of this Agreement, as well as with final project evaluation.
- h. Meet with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan.

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

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

**6. Reporting Requirements.**

- a. LPHA must have on file with OHA an approved Work Plan no later than November 1<sup>st</sup> of each year. LPHA must implement Overdose Prevention activities in accordance with its approved Work Plan. Modifications to the plan may only be made with OHA approval.
- b. LPHA must submit quarterly Progress Reports.
- c. In addition to Section 6, General Revenue and Expense Reporting, LPHA must submit quarterly -Overdose Prevention Expense Reports.
- d. OHA will provide the required format and current service data for use in completing the Work Plan, Progress and Expense Reports.

**7. Performance Measures.**

- a. LPHA must operate the Overdose Prevention Program described in its local Work Plan and in a manner designed to make progress toward achieving the following Public Health Accountability Metric -- Prescription opioid mortality rate per 100,000 population
- b. If LPHA completes fewer than 75% of planned activities in the description above, for two consecutive calendar quarters in one state fiscal year, will not be eligible to receive funding under this Program Element in the next state fiscal year.

**Attachment B  
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Crook County  Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		<b>2) Issue Date</b> Saturday, August 1, 2020	<b>This Action</b> Amendment  FY 2021	
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$27,428.00	\$0.00	\$27,428.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$68,495.00	\$0.00	\$68,495.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$112,386.00	\$0.00	\$112,386.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$61,250.00	\$0.00	\$61,250.00
PE40-01	WIC NSA: July - September	\$40,832.00	\$0.00	\$40,832.00
PE40-02	WIC NSA: October - June	\$122,496.00	\$0.00	\$122,496.00
PE40-05	Farmer's Market	\$1,346.00	\$0.00	\$1,346.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,072.00	\$0.00	\$2,072.00
PE42-04	MCAH Babies First! General Funds	\$6,623.00	\$0.00	\$6,623.00
PE42-06	MCAH General Funds & Title XIX	\$3,886.00	\$0.00	\$3,886.00
PE42-11	MCAH Title V	\$20,309.00	\$0.00	\$20,309.00
PE42-12	MCAH Oregon Mothers Care Title V	\$10,757.00	\$0.00	\$10,757.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,404.00	\$0.00	\$10,404.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00

State of Oregon Oregon Health Authority Public Health Division		
<b>1) Grantee</b> Name: Crook County  Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	<b>2) Issue Date</b> Saturday, August 1, 2020	<b>This Action</b> Amendment
	<b>3) Award Period</b> From July 1, 2020 through June 30, 2021	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE44-02	SBHC - Mental Health Expansion	\$64,760.00	\$0.00	\$64,760.00
PE46-05	RH Community Participation & Assurance of Access	\$15,640.00	\$0.00	\$15,640.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$37,496.00	\$0.00	\$37,496.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$44,679.00	\$0.00	\$44,679.00
PE62	Overdose Prevention-Counties	\$0.00	\$91,699.00	\$91,699.00
		\$710,859.00	\$91,699.00	\$802,558.00

5) Foot Notes:	
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Crook County  Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	<b>2) Issue Date</b> Saturday, August 1, 2020	<b>This Action</b> Amendment		
		FY 2021		
	<b>3) Award Period</b> From July 1, 2020 through June 30, 2021			
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
<b>6) Comments:</b>				
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount.			
PE12	08/2020: Amending to revise PE12 language			
PE13-01				
PE36				
PE40-01	Initial SFY21: Spend \$8,166 on Nutrition Ed; \$1,582 on BF Promotion			
PE40-02	Initial SFY21: Spend \$24,499 on Nutrition Ed; \$4,746 on Breastfeeding Ed			
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020			
PE42-03				
PE42-04				

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Crook County  Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		<b>2) Issue Date</b> Saturday, August 1, 2020	<b>This Action</b> Amendment	
			FY 2021	
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-06				
PE42-11				
PE42-12				
PE43-01				
PE44-01				
PE44-02				
PE46-05				
PE50				
PE51-01				

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Crook County  Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		<b>2) Issue Date</b> Saturday, August 1, 2020		<b>This Action</b> Amendment
				FY 2021
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE62	8/2020: \$91,699 in FY21 is from SOR YR 2, Funding Available 10/1/20-6/30/21			

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

**Attachment C**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE62 Overdose Prevention-Counties**

Federal Award Identification Number:	H79TI081716	NU17CE925018	TBD
Federal Award Date:	7/12/19	7/29/20	
Performance Period:	9/30/2018-9/29/2020	9/1/2020-8/31/2021	9/30/2020-9/29/2021
Awarding Agency:	SAMHSA	CDC	SAMHSA
CDFA Number:	93.788	93.136	93.788
CFDFA Name:	State Targeted Response to the Opioid Crisis Grants	Injury Prevention and Control Research and State and Community Based Programs	State Targeted Response to the Opioid Crisis Grants
Total Federal Award:	\$16,090,592	\$3,034,987	TBD
Project Description:	Oregon State Opioid Response	Oregon Overdose Data To Action (OD2A)	TBD
Awarding Official:	LeSchell D Browne	Abel Assefa	TBD
Indirect Cost Rate:	0%	17.64%	TBD
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	82367	52302	TBD
Index:	87850	50339	TBD

Agency	DUNS No.	Amount	Amount	Amount	Grand Total:
Crook	557315405	\$0.00	\$0.00	\$91,699.00	\$91,699.00





# MEMO

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**To:** Crook County Court  
**From:** Muriel DeLaVergne-Brown, RN, BSc, MPH  
**Date:** 9-4-20  
**Re:** Oregon Alliance to Prevent Suicide (LGBTQ mini-grant) OHA MOU

Crook County Health Department received a \$20,000 grant from the Oregon Alliance to Prevent Suicide and the Oregon Health Authority to provide support for the organizations that serve LGBTQ individuals to provide protective factors and decrease youth suicide. The department will implement the following:

1. Work with Program Design and Evaluation Services to develop an evaluation plan for the project.
2. Attend a Community of Practice meeting with Trauma Informed Oregon.
3. Support Prineville LGBTQ community needs through community building efforts, suicide prevention training, Family Acceptance Project videos, and other appropriately distanced outreach and training opportunities.
4. Provide community training and complete a community needs assessment.

In 2018, the most recent yearly data reported to the Oregon Health Authority, there were 129 suicide deaths by young people 24 and younger which makes suicide the leading cause of death for ages 10-24 in Oregon. Thirty-nine of the deaths were among middle school and high school students.

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## Memorandum of Understanding

This agreement is between the designated lead for **Crook County Health Department's LGBTQ+ Mini-Grant**, the Oregon Alliance to Prevent Suicide, which is coordinated by the Association of Oregon Community Mental Health Programs, referred to throughout this document as the **Alliance**, and the **Oregon Health Authority**.

The purpose of the MOU is to clarify goals, roles and responsibilities for implementing Crook County Health Department's mini-grant project.

**What:** Crook County Health Department will receive \$20,000 from the Alliance's LGBTQ+ Mini-Grant program for the Prineville Resiliency Project. This includes: providing support to the local GSA, reinvigorating the Prineville PFLAG chapter, creating a culturally relevant program-series for LGBTQ+ youth, providing county-wide Allyship in Action workshop(s), and expanding accessibility for Prineville 2021.

**Rationale:** The LGBTQ+ Mini-Grant program was created to help community groups and organizations that serve the LGBTQ+ community meet needs that may have been interrupted by the COVID-19 pandemic and to promote protective factors against suicide. This one-time short-term award will run through the 20-21 fiscal year, with all program activities complete by the end of June 2021.

### Responsibilities

#### The Alliance will:

1. Provide up to three virtual Collaborative Community Meetings for awardees to meet each other, share about their projects, and receive updates from The Alliance and OHA
2. Serve as the main point of contact between awardees, OHA, and partners including the Program Design and Evaluation Services division and Trauma Informed Oregon
3. Disburse grant funds to the awardee
4. Connect awardee to other relevant suicide prevention activities in their area and/or funding opportunities as they become known/available
5. Collect end-of-project reports

#### Crook County Health Department will:

1. Work with Program Design and Evaluation Services to develop an evaluation plan and submit the plan to The Alliance through Kris Bifulco at [kbifulco@aocmhp.org](mailto:kbifulco@aocmhp.org)
2. Attend a Community of Practice meeting with Trauma Informed Oregon
3. Support the local GSA through Trevor Project trainings, Safe Space Kit(s) for educators, and a small fund for events
4. Reinvigorate Prineville PFLAG through community building efforts, suicide prevention trainings, Family Acceptance Project videos, and other appropriately distanced outreach and training opportunities

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5. Create and implement a culturally relevant program series for LGBTQ+ youth that fosters resiliency
6. Provide Allyship in Action training(s) county-wide to advance cultural humility skills that focus on supporting the LGBTQ+ population
7. Expand Prideville 2021's accessibility through a responsive needs assessment and targeted outreach
8. Abide by all health department guidelines related to COVID-19 safety protocols, including moving meetings and events online if in-person gatherings or meetings are not advised
9. Notify the Alliance as soon as possible if these tasks cannot be completed as described during the project period so plans and deliverables can be adjusted.
10. Submit an end-of-project report including but not limited to:
  - a. Number of people reached during project
  - b. Any challenges or barriers to implementing the project as proposed and how those challenges were or were not met
  - c. Any unanticipated outcomes from implementing the project
  - d. Any tools, materials, or innovations created for this project

Signatures/Date

*Annette A. Marcus*      September 3, 2020

Annette A. Marcus  
Suicide Prevention Policy Manager, Oregon Alliance to Prevent Suicide  
Association of Oregon Community Mental Health Programs

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Seth Crawford  
Crook County Health Department  
SEPT. 16, 2020

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

AN ORDINANCE AMENDING THE CROOK COUNTY CODE, CHAPTER 17.36 REGARDING DESIGN STANDARDS, CHAPTER 18.08 REGARDING DEFINITIONS, CHAPTER 18.16 REGARDING E.F.U. ZONE TO REFLECT NEW STATUTORY REQUIREMENTS FROM HOUSE BILL 2844, CHAPTER 18.28 REGARDING FOREST ZONE, CHAPTER 18.36 REGARDING PARK RESERVE, CHAPTER 18.44 RECREATION RESIDENTIAL ZONE, CHAPTER 18.80 REGARDING RURAL AVIATION COMMUNITY ZONE, CHAPTER 18.88 REGARDING RURAL RESIDENTIAL ZONE (R-5), CHAPTER 18.92 REGARDING RURAL RESIDENTIAL ZONE (R-10), CHAPTER 18.96 REGARDING FOREST RECREATION (FR-10), CHAPTER 18.124 REGARDING RIPARIAN PROTECTION ZONE, CHAPTER 18.132 REGARDING MANUFACTURED DWELLINGS, CHAPTER 18.144 REGARDING AGGREGATE RESOURCE SITES, CHAPTER 18.160 REGARDING CONDITIONAL USE, CHAPTER 18.172 ADMINISTRATIVE PROVISIONS AND DECLARING AN EMERGENCY

**ORDINANCE No. 321**

**WHEREAS**, the Crook County Planning Commission has reviewed Title 17 and Title 18 of the Crook County Code to advise how it may be amended to improve service to the County's constituents; and

**WHEREAS**, amendments to 17.36, 18.08.010, 18.08.060, 18.080, 18.08.140, 18.28.030, 18.36.010, 18.44.020, 18.92.005 and those titles in Section Five are warranted to correct typographical and scriveners' errors; and

**WHEREAS**, amendments to 18.16.010 and 18.16.015 are warranted in order to reflect state law and local land development patterns of the County; and

**WHEREAS**, amendments to 18.08.080, 18.08.130, 18.08.140, 18.80.080, 18.88.070, 18.92.005, 18.144.020, 18.160.160, 18.172.080, and 18.172.110 are warranted to provide clarity and direction; and

WHEREAS, amendments to 18.96.050, 18.172.060, 18.172.110 and various references to 18.132 are warranted and in response to updated references; and

WHEREAS, the Crook County Planning Commission held a public hearing on August 28, 2020, with no testimony offered by members of the public.

NOW, THEREFORE, The Crook County Court ordains as follows:

**Section One:** The above recitals are adopted into and made a part of this Ordinance No. 321 as the County's findings of fact.

**Section Two:** Crook County Code Titles 17 and 18 are hereby amended as depicted in the following sections with a ~~strike~~ through deletions and additions underlined.

**Section Three: Title 17- Subdivisions**

**17.36.020 Road Standards (3)**

**(3) Minimum Right-of-Way and Roadway Width.** Roads shall be constructed according to the standards and specifications set forth in this title, ~~including Chapter 17.56 CCG.~~ Roads to be constructed within the urban growth boundary shall be constructed in compliance with the applicable city street improvement standards and specifications.

**Section Four: Title 18 – Zoning**

**18.08 – Definitions**

**18.08.010 A Definitions**

~~“Accessory structure” means a detached structure, the use of which is customarily incidental to that of the primary structure or the primary use of the land and which is located on the same lot or parcel as the primary structure or use, and for which the owner files a restrictive covenant in the deed records of the county agreeing that the accessory structure will not be used as a residence or rental unit.~~

“Accessory use” or “Accessory structure” means a use or structure incidental and subordinate to the main use of the primary structure or the primary use of the property and which is located on the same parcel as the primary use.

**18.08.060 F Definitions**

“Farm use” means the current employment of land for the primary purpose of obtaining a profit in money by raising, harvesting and selling crops or the feeding, breeding, management and sale of, or the produce of, livestock, poultry, furbearing animals or honeybees or for dairying and the sale of dairy products or any other agricultural or horticultural use or animal husbandry or any combination thereof. “Farm use” includes the preparation and storage of the products raised on such land for human use and animal use and disposal by marketing or otherwise. “Farm use” also includes the current employment of land for the primary purpose of obtaining a profit in money by stabling or training equines including but not limited to providing riding lessons, training clinics, and schooling

shows. "Farm use" also includes the propagation, cultivation, maintenance and harvesting of aquatic species, and bird and animal species that are under the jurisdiction of the State Fish and Wildlife Commission, to the extent allowed by the rules adopted by the Commission. "Farm use" includes the on-site construction and maintenance of equipment and facilities used for the activities described in this definition. ~~It does not include the use of land subject to the provisions of Chapter 321 ORS, except land used exclusively for growing cultured Christmas trees as defined in ORS 215.203(3) or land described in ORS 321.267(1)(e).~~ It does not include the use of land subject to the provisions of ORS chapter 321, except land used exclusively for growing cultured Christmas trees or land described in ORS 321.267 (3) or 321.824 (3).

#### **18.08.080 H Definitions**

~~"Height of building" means the vertical distance from the grade to the highest point of the coping of a flat roof, to the deck line of a mansard roof, or to the center height between the highest and lowest points on other types of roofs.~~

"Height of building" means the vertical distance from the average of the finished grade adjacent to the building walls to the average height of the highest roof surface.

~~"Home occupation" means any lawful occupation carried on by a resident of a dwelling as an accessory use within the same dwelling, or in an accessory building, as allowed in the zone, and employing no more than one full-time employee other than members of the immediate family. In exclusive farm use zones on parcels greater than 20 acres, no more than five full-time or full-time-equivalent persons may be employed. (Ord. 309 § 1 (Exh. B), 2019)~~

"Home Occupation" means an occupation carried on within a dwelling and/or a residential accessory structure by a resident or employees depending on type pursuant to Crook County Code 18.160 and is secondary to the residential use of the dwelling and/or the residential accessory structure.

#### **18.08.130 M Definitions**

~~"Medical hardship" means a temporary circumstance caused by serious illness or infirmity, authorized by a licensed medical practitioner (medical doctor, physician assistant or nurse practitioner).~~

#### **18.08.140 N Definitions**

~~"New construction" means any structure for which the "start of construction" commenced on or after the effective date of the ordinance codified in this title.~~

~~"Nonconforming structure or use" means a lawful existing structure or use at the time the ordinance codified in this title or any amendment thereof becomes effective, which does not conform to the requirements of the zone in which it is located~~

“Nonconforming structure or use” means a structure or use that was lawfully created or established, but which does not conform to current zoning regulations.

**18.16 Exclusive Farm Use Zones, EFU-1 (Post-Paulina Area), EFU-2 (Prineville Valley-Lone Pine Areas), and EFU-3 (Powell Butte Area)**

**18.16.010 Use Table**

<u>1.4</u>	<u>A facility for the processing of farm products with a processing area of less than 2,500 square feet.</u>	<u>A</u>		
<u>1.45</u>	Agricultural buildings customarily provided in conjunction with farm use.	STS	Administrative	
<u>1.56</u>	Creation of, restoration of, or enhancement of wetlands.	STS	Administrative	
<u>1.67</u>	<del>A facility for the processing of farm crops, biofuel or poultry.</del> <u>A facility for the processing of farm products with a processing area of at least 2,500 square feet but less than 10,000 square feet.</u>	STS	Notice and Opportunity for Hearing	<a href="#">18.16.015</a> (1)
<u>1.78</u>	A facility for the primary processing of forest products.	C	Planning Commission Hearing	<a href="#">18.16.015</a> (2)

**18.16.015 Use Standards**

**(1) A farm on which a processing facility is located must provide at least one-quarter of the farm crops processed at the facility. A farm may also be used for an establishment for the slaughter, processing or selling of poultry or poultry products pursuant to ORS 603.038. If a building is established or used for the processing facility or establishment, ~~the farm operator may not devote more than 10,000 square feet of floor area to the processing facility or establishment~~with a processing area of at least 2,500 square feet but less than 10,000 square feet., exclusive of the floor area designated for preparation, storage or other farm use. A processing facility or establishment must comply with all applicable siting standards, but the standards may not be applied in a manner that prohibits the siting of the processing facility or establishment. A county may not approve any division of a lot or parcel that separates a processing facility or establishment from the farm operation on which it is located.**

**8) A guest ranch must comply with the following provisions:**

**(a) Definitions.**

**(i) “Guest lodging unit” means a guest room in a lodge, bunkhouse, cottage or cabin used only for transient overnight lodging and not for a permanent residence.**

- (ii) “Guest ranch” means a facility for guest lodging units, passive recreational activities described in subsection (8)(f) of this section and food services described in subsection (8)(g) of this section that are incidental and accessory to an existing and continuing livestock operation that qualifies as a farm use.
  - (iii) “Livestock” means cattle, sheep, horses and bison.
- (b) A guest ranch may be established unless the proposed site of the guest ranch is within the boundaries of or surrounded by:
  - (i) A federally designated wilderness area or a wilderness study area;
  - (ii) A federally designated wildlife refuge;
  - (iii) A federally designated area of critical environmental concern; or
  - (iv) An area established by an Act of Congress for the protection of scenic or ecological resources.
- (c) The guest ranch must be located on a lawfully established unit of land that:
  - (i) Is at least 160 contiguous acres, in EFU3 (Powell Butte Area), 320 contiguous acres in EFU2 (Prineville Valley and Lone Pine Area) and 640 contiguous acres in EFU1 (Post and Paulina Area);
  - (ii) Contains the dwelling of the individual conducting the livestock operation; and
  - (iii) Is not high-value farmland.
- (d) Except as provided in subsection (8)(e) of this section, the guest lodging units of the guest ranch cumulatively must:
  - (i) Include not fewer than four nor more than 10 overnight guest lodging units; and
  - (ii) Not exceed a total of 12,000 square feet in floor area, not counting the floor area of a lodge that is dedicated to kitchen area, restrooms, storage or other shared or common indoor space.
- (e) For every increment of 160 acres the minimum zone acreage required that the lawfully established unit of land on which the guest ranch is located exceeds the minimum 160-acre acreage requirement described in subsection (8)(c) of this section, up to five additional overnight guest lodging units not exceeding a total of 6,000 square feet of floor area may be included in the guest ranch for a total of not more than 25 guest lodging units and 30,000 square feet of floor area.
- (f) A guest ranch may provide passive recreational activities that can be provided in conjunction with the livestock operation’s natural setting including, but not limited to, hunting, fishing, hiking, biking, horseback riding, camping and swimming. A guest ranch may not provide intensively developed recreational facilities, including golf courses as identified in ORS 215.283.
- (g) A guest ranch may provide food services only for guests of the guest ranch, individuals accompanying the guests and individuals attending a special event at the guest ranch. The cost of meals, if any, may be included in the fee to visit or stay at the guest ranch. A guest ranch may not sell individual meals to an individual who is not a guest of the guest ranch, an individual accompanying a guest or an individual attending a special event at the guest ranch.
- (h) The governing body of a county or its designee may not allow a guest ranch in conjunction with:
  - (i) A campground.
  - (ii) A golf course.



(i) The governing body of a county or its designee may not approve a proposed division of land:

(i) For a guest ranch; or

(ii) To separate the guest ranch from the dwelling of the individual conducting the livestock operation.

(j) A guest ranch that is authorized by a county under this section on or after January 1, 2020, shall annually report to the county. Counties shall make available to the public, upon request, reports collected from guest ranches under this subsection. The report must contain:

(a) The size of the guest ranch's livestock operation;

(b) The income that the guest ranch obtained from:

(A) Livestock operations; and

(B) Guest ranch activities; and

(c) Other information the county may require to ensure ongoing compliance with this section or any condition of approval required by the county, including but not limited to proof of payment of the County's transient room tax.

#### **18.28 Forest Zone, F-1**

##### **18.28.030 Fire-siting standards for dwellings and structures.**

**(4) The dwelling shall have a fire-resistant roof, subject to Oregon Specialty Structural Code.**

#### **18.36 Park Reserve Zone, P-R**

##### **18.36.010 Uses permitted outright.**

**(4) Single-family dwelling, including a manufactured dwelling in compliance with CCC**

**18.132.040, located within Juniper Hills, Jasper Knolls or Bottero Park subdivisions, and Indian Rock Planned Unit Development.**

#### **18.44 Recreation Residential Zone, RR-1 & RR-5**

##### **18.44.020 Conditional uses permitted.**

**(2) Mobile home as a single-family dwelling on an individual lot not permitted by CCC 18.44.010(1), subject to the requirements set forth in CCC 18.132.050.**

#### **18.80 Rural Aviation Community Zone, RAC**

##### **18.80.080 Lot size.**

**In the RAC zone, any new residential lot or parcel shall have an area of at least 10 acres; except as may be provided in a Planned Unit Development approval.**

#### **18.88 Rural Residential Zone (R-5)**

##### **18.88.070 Site plan.**

**A site development plan shall be submitted by the applicant with applicable fees to the planning department for review for all uses allowed by CCC 18.88.010. All noncommercial uses greater than 1,000 square feet and all dwellings are subject to this requirement. The planning department shall review the site development plan for compliance to the zoning standards of this chapter. (Ord. 18 § 3.180(7), 2003)**

## **18.92 Rural Residential Zone (R-10).**

### **18.92.005 Purpose**

The rural residential, R-10 zone is intended to provide for low-density rural home sites that have a minimum parcel size of 10 acres. ~~The zone is to apply to the property described as T14S, R15E WM, Section 11C, tax lots 3100 and 3200.~~

### **18.92.070 Site plan review.**

~~For all uses allowed by CCC 18.92.010, the uses are subject to this subsection. Before a new building or use may be constructed, a site development plan shall be submitted to the planning department for approval. The planning department shall review for compliance to the zoning standards of this chapter. (Ord. 18 § 3.181(7), 2003)~~

## **18.96 Recreation FR-10**

### **18.96.050 Building requirements.**

(2) Dwellings and accessory structures shall be constructed and located in a manner as prescribed in ~~the pamphlet “Planning for Survival—How to Protect Your Home from Wildfire.”~~ the Crook County Fire Ready handbook.

## **18.132 Manufactured Dwellings**

During the last update to the Manufactured Dwelling section, there were quite a few references in other areas of the code that needed to be updated as well. (See Section Five .)

## **18.144 Aggregate Resource Sites**

### **18.144.020 Application.**

The provisions of this chapter apply only to aggregate and mineral resource uses permitted subject to ~~site plan~~ Conditional use review under the ~~EFU-1, EFU-2, EFU-3-Exclusive Farm Use (EFU)~~ and Forest (F1) zones.

## **18.160 Conditional Uses**

### **18.160.060 Procedure for taking action on conditional use application.**

~~————(1) A property owner may initiate a request for a conditional use by filing an application with the planning department, using forms prescribed pursuant to CCC 18.172.040.~~

~~————(2) Before the planning commission may act on a conditional use application, it shall hold a public hearing thereon, following procedure as established in CCC 18.172.081.~~

~~————(3) Within five days after a decision has been rendered with reference to a conditional use application, the planning director shall provide the applicant with written notice of the decision of the planning director or planning commission and shall provide all parties of record with notice of the decision.~~

See Crook County Code Chapter 18.172 for the procedure for taking action on a conditional use application.

### **18.172 Administrative Provisions**

#### **18.172.060 Director Decisions**

##### **(1) Administrative Decisions.**

(a) Subject to ORS 215.416(11), the director shall have the authority to make an administrative determination on a land use application as set forth in specific zones in this title.

(b) After receiving a complete application for an administrative determination, the director shall make a determination and, if approved, issue a permit to the applicant in accordance with the requirements of ORS 215.427.

(c) The director shall cause a written notice of administrative determination and of the appeal procedure to be given to the applicant and to those persons who would have had a right to notice under this title if a hearing had been scheduled or who are adversely affected or aggrieved by the administrative determination. Such notice shall be given in accordance with the requirements of ORS 215.416(~~10~~11).

#### **18.172.080 Members of the planning commission.**

(h) A member's term of appointment may be terminated by the county court, after a ~~determination that hearing, if he or she~~ the member is absent has unexcused absences from 20 percent or more of the scheduled commission meetings or if ~~he or she~~ they exhibits personal or business conduct which raises questions concerning ~~his or her~~ their bias or objectivity in fulfilling the duties of a commissioner.

#### **18.172.110 Appeals**

(1) Every land use decision relating to the provisions of this title made by the planning commission, hearing officer or other official of Crook County is subject to review when appealed within 12 calendar days of the date the decision was ~~final~~ mailed in accordance with state statutes and the following provisions.

##### **(10)(a)**

**(10) Notice and Hearing of the Appeal.**

~~(a) Where practicable, the director shall place the appeal on the agenda for the next regularly scheduled appellate body's hearing in order to determine whether or not the appeal has been properly filed.~~

~~(ii) If the appellate body director determines that the facts stated in the notice of appeal meet the requirement for a hearing, it a time and date shall be set shall set a time for such~~

hearing to be held not later than 60 calendar days after receipt of the notice of appeal.

**(ib)** ~~If the appellate body determines to the appeal is dismissed dismiss the appeal, it, the reasons will be provided in writing must state in writing the reasons how~~ the application has not met the requirements for an appeal. Upon dismissal, the appealed decision is final.

**(c)** If the appellate body is the county court, the county court may order the appeal sent directly to the Land Use Board of Appeals as the final decision of the county without an appeal hearing.

**(bd)** At least 10 calendar days prior to the hearing, the hearing authority shall give notice of time, place and the particular nature of the appeal. Notice shall be published in the newspaper and be sent by mail to the appellant(s), to the applicant (if different) and those persons who testified at the subject hearing where a hearing was held and affected parties in accordance with this section.

**Section Five:**

Code	
18.36.010(4)	(4) Single-family dwelling, including a manufactured dwelling in compliance with CCC <del>18.132.040</del> , <u>18.132.010</u> located within Juniper Hills, Jasper Knolls or Bottero Park subdivisions.
18.36.020(9)	(9) Single-family dwelling or vacation cabin subject to CCC <u>18.36.060</u> , including a mobile home subject to CCC <del>18.132.050</del> <u>18.132.010</u> .
18.44.010(1)	1) Single-family dwelling, including a manufactured dwelling on an individual lot in compliance with CCC <del>18.132.040</del> <u>18.132.010</u> .
18.44.020(2)	(2) Mobile home as a single-family dwelling on an individual lot not permitted by CCC <u>18.44.010</u> (1), subject to the requirements set forth in CCC <del>18.132.050</del> <u>18.132.010</u> .
18.48.010	(1) Single-family dwelling, including a mobile home <del>on an individual lot</del> in compliance with CCC <del>18.132.040</del> <u>18.132.010</u> , <del>or in compliance with CCC 18.132.050</del> if within a duly platted and approved mobile home subdivision or PUD.
18.48.080	Mobile homes permitted by CCC <u>18.48.020</u> (7) that are not located on a lot within a duly platted and approved mobile home subdivision or PUD shall only be approved in compliance with CCC <del>18.132.050</del> <u>18.132.010</u> .
18.52.020(13)	(13) Mobile home on an individual lot which is not in compliance with CCC <del>18.132.040</del> <u>18.132.010</u> and which is within 300 feet of three or more conventional residential dwelling units unless also within 200 feet of two or more mobile homes on individual lots.
18.60.010(11)	(11) Residential use, including manufactured dwellings on individual lots subject to CCC <del>18.132.040</del> and <del>18.132.050</del> <u>18.132.010</u> .
18.64.010(10)	(10) Residential use, including manufactured dwelling on individual lots subject to CCC <del>18.132.040</del> and <del>18.132.050</del> <u>18.132.010</u> .
18.80.020(1)	(1) Planned unit development for a minimum of five dwelling units and a maximum of 32 single-family dwellings, associated aviation hangars, airstrip, accessory uses appurtenant to permitted uses, excluding permanent mobile homes on an individual lot in compliance with CCC <del>18.132.040</del> <u>18.132.010</u> .
18.88.010(1)	(1) Single-family dwellings including manufactured dwellings in compliance with

	CCC <del>18.132.040</del> 18.132.010.
18.92.010(1)	(1) Single-family dwellings including manufactured dwellings in compliance with CCC <del>18.132.040</del> 18.132.010 .
18.108.010(1)	(1) Single-family dwellings, including manufactured dwellings in compliance with CCC <del>18.132.040</del> 18.132.010.

**Section Six:** If any portion of this Ordinance No. 321 or its application to any person or circumstance is found by a court of competent jurisdiction to be invalid, all other portions of this Ordinance will remain in full force.

**Section Seven:** Ordinance 321 being immediately necessary for the health, welfare and safety of the people of Crook County, an emergency is hereby declared to exist, and this Ordinance 321 shall become effective upon signing.

First Reading: September 16, 2020

Second Reading: October 7, 2020

Dated this \_\_\_\_\_ day of October 2020.

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

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

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

Vote:	Aye	Nay	Excused
Seth Crawford	_____	_____	_____
Jerry Brummer	_____	_____	_____
Brian Barney	_____	_____	_____

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

**AN ORDINANCE AMENDING THE CROOK  
COUNTY COMPREHENSIVE PLAN AND  
DECLARING AN EMERGENCY**

**ORDINANCE No. 322**

**WHEREAS**, the Crook County Planning Commission has recommended that the Crook County Comprehensive plan be amended to include an exception from Statewide Planning Goal 3 (Agricultural Lands) for a commercial solar facility on property identified as Township 15 South, Range 15 East WM, Tax lots 2900 and 3000, as depicted on Exhibit 1 and approved as Exhibit 2, both incorporated herein. The Crook County Court desires to bring its Exclusive Farm Use Zones into compliance with statutory changes; and

**WHEREAS**, the Crook County Planning Commission held public hearings on May 13, 2020 and May 27, 2020 to receive comments and input from the general public and other agencies regarding findings in support of the exception; and

**WHEREAS**, the comprehensive plan amendment is authorized by Crook County Code Title 18, Chapter 18.168 and the Comprehensive Plan of Crook County, and

**WHEREAS**, the Crook County Planning Commission held a public hearing on September 9, 2020 to make a recommendation to the Crook County Court;

**NOW, THEREFORE**, the Crook County Court ordains as follows:

**Section One:** The above recitals and exhibits are adopted into and made a part of this Ordinance No. 319 as the County's findings of fact.

**Section Two:** Crook County Ordinance No. 17 (Crook County Comprehensive Plan) is hereby amended as described in the following sections.

**Section Three: Amendment** - Ordinance 17 is amended by amending the Comprehensive Plan to provide an exception from Statewide Planning Goal 3 for an approximately 654-acre site identified as Township 15 S, Range 15 E WM, tax lots 2900 and 3000.

**Section Four: Findings** – The Crook County Court adopts the recommendation of the Crook County Planning Commission and the attached herein as its findings in support of its Decision.

**Section Five:** Ordinance 322 being immediately necessary for the health, welfare and safety of the people of Crook County, an emergency is hereby declared to exist, and this Ordinance 322 shall become effective upon signing.

First Reading: September 16, 2020

Second Reading: October 7, 2020

Dated this \_\_\_\_\_ day of October 2020.

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

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

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

Vote:	Aye	Nay	Excused
Seth Crawford	_____	_____	_____
Jerry Brummer	_____	_____	_____
Brian Barney	_____	_____	_____

# Aerial Map Around MTL's 1515000002900 & 1515000003000

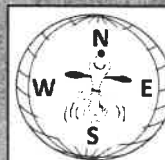


## COMMUNITY DEVELOPMENT

PLANNING

BUILDING

ON-SITE



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# Crook County

Community Development Department - Planning Division

300 NE 3rd Street, Room 12

Prineville, OR 97754

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**Before the Crook County Planning Commission  
Conditional Use Modification Request - West Prineville Solar Farm LLC  
FINAL DECISION**

**APPLICATION:** 217-20-000375-PLNG

**OWNER:** Bryan Sproat  
P.O. Box 77  
Powell Butte, Oregon 97753

**AGENT/APPLICANT:** West Prineville Solar Farm LLC  
Jacob Stephens, Manager  
2033 E Speedway Blvd., Suite 200  
Tucson, Arizona 85716

**PROPERTY:** Township 15 South, Range 15 East WM, Tax lots 2900 and 3000

**APPLICATION RECEIVED:** April 15, 2020

**PUBLIC NOTICE:** April 21, 2020

**PROPERTY OWNER NOTICE:** April 21, 2020

**PUBLIC HEARING:** May 13 and 27, 2020

**REQUEST:** The Applicant requested approval to modify existing conditional use permit 217-19-000029-PLNG. The permit authorized a commercial photovoltaic system on up to 320 acres in the County's EFU-3 zone. The modification would increase the project acreage from 320 acres to approximately 654 acres.<sup>1</sup>

**LOCATION:** The proposed solar power generating facility (the Project) is within T15S, R15E, tax lots 2900 and 3000 on property owned by Bryan Sproat. The acreage is zoned Exclusive Farm Use (EFU-3 -Powell Butte Area). Attachment A shows the location of the permitted area and the proposed additional acreage.

**THE ABOVE ENTITLED MATTER** came before the Crook County Planning Commission at its regular meeting on May 13, 2020. The Applicant did not waive his right to final argument. The Planning Commission considered a motion to approve the request. The Commission moved to continue the hearing for deliberation only until a time and

<sup>1</sup> The Planning Commission also approved an associated transmission line as part of the decision. No modifications to the approved transmission line were requested as part of this application.

date certain (May 27, 2020). At the May 27, 2020 hearing, after consideration of the staff report, application materials, findings, facts and testimony, the application received five (5) votes in favor and one (1) vote against the proposal from the Planning Commission members present.

<b>FINAL DECISION:</b>	Approved subject to conditions:	<u>    X    </u>
	Denied	<u>          </u>

**The Applicant's request (217-20-000375-PLNG) to modify the existing conditional use permit to construct and operate a solar photovoltaic facility and associated transmission lines on up to 654 acres is APPROVED subject to the following conditions:**

1. The Applicant shall sign and record in the deed records for Crook County a document binding the Project owner and the Project owner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming practices as defined in ORS 30.930(2). The Applicant shall submit this agreement to County Counsel for review and shall sign and record the agreement prior to site clearing and grading.
2. The Applicant shall acquire all necessary building permits prior to commencing construction.
3. The Applicant agrees to provide an annual report, upon request, to the County including:
  - a. A summary of changes to the facility that do not require amendments;
  - b. A summary of the wildlife monitoring plan;
  - c. Employment impacts during and after construction;
  - d. Success or failure of weed control practices; and
  - e. Status of decommissioning bond or other financial mechanisms.
4. The Applicant shall meet all requirements of Crook County Code 18.161.010(2)(d) regarding amendments to the facility including those changes that would:
  - a. Require an expansion of the established facility boundaries;
  - b. Increase the approximately 654-acre footprint of the photovoltaic energy system by more than 20%;
  - c. Increase generator output by more than 25% relative to the generation capacity authorized by the initial permit due to the repowering or upgrading of power generation capacity.

Notification by the facility owner/operator to the Crook County Planning Department of changes not requiring an amendment is encouraged, but not required.

5. The solar field and associated transmission line (gen-tie line) will be placed within the site boundary on the site plan submitted with the amended application. It is possible that the exact configuration of the solar field array and accessory structures (e.g., substation) may change as the Project design is finalized. If these changes occur within the approved approximately 654-acre site footprint, the Applicant does not need to request an amendment. Otherwise, a revised site plan shall be filed with and approved by the Crook County Community Development Department.

6. The Applicant agrees that the Project materials selected will be in substantial conformance with those described in the Applicant's "burden of proof" statement.

7. The Applicant will work with Crook County Counsel to amend the 2019 decommissioning plan to reflect the amended site footprint of approximately 654 acres. Implementation of final decommissioning and financial assurance will be provided entirely at the cost of the Applicant/Project developer to Crook County. The financial assurance will be one of the following: an irrevocable letter of credit, a surety bond or a trust fund in accordance with the approved financial assurances to guarantee the project decommissioning work will be completed in accord with the decommissioning plan.

The modified decommissioning plan and financial assurance shall be submitted to the Crook County Counsel for review and approval. **County Counsel approval of the decommissioning plan, including the financial assurance, shall not be unreasonably withheld and shall be required prior to the start of clearing and grading on the Project site.** The financial assurance shall consider the cost estimate and phasing schedule in the decommissioning plan, and shall provide adequate funding to restore the site, regardless of when construction or operation ends. A final decommissioning plan and financial assurance, acceptable to Crook County Counsel, shall be in place prior to amended project site clearing and grading.

8. The approximately 654-acre solar facility will be completely fenced at a minimum height of 8 feet. The fence shall be a chain link fence without slats. Gates will be provided to allow wildlife trapped in the enclosed area to have an exit.

9. The Applicant has met the requirements of HB 2329 regarding conducting a habitat assessment and consulting with the Oregon Department of Fish and Wildlife regarding mitigation on the subject property. The Applicant has submitted a mitigation plan and will continue survey work, as necessary, to assess natural resources (e.g., wetlands and waterways), wildlife issues (e.g., raptor nesting sites) and cultural and historic resources (Applicant's exhibits 4 and 7). The Applicant will submit survey reports to Crook County Community Development and the appropriate agencies (e.g., ODFW, USFWS, and the State Historic Preservation Office). If the project site layout changes to avoid identified resources, the Applicant shall submit a revised site plan to the Community Development Department.

The Applicant will conduct avoidance and mitigation measures outlined in the Wildlife Conservation Plan (Exhibit 4). Prior to site clearing and grading, the Applicant shall provide evidence to the County that one of the three options for implementing habitat mitigation, as detailed in Applicant's final Wildlife Conservation Plan (WCP) dated May 6, 2020 (Exhibit 4) and adopted as part of this Condition of Approval, has been initiated.

10. The Applicant shall notify Crook County Community Development in writing of a change in ownership of the facility, including, but not limited to, a transfer of title or lease for a term of years.

11. The erosion control plan submitted with application 217-29-000029-PLNG shall be reviewed and modified as necessary to reflect the additional project acreage. The Applicant shall consult with the Oregon Department of Environmental Quality to determine if a stormwater permit is required prior to the start of clearing and grading the amended site.

12. The Applicant shall work with Crook County Fire and Rescue to modify the emergency management plan to reflect the new 654-acre Project site.

13. The Applicant shall work with the Crook County Weedmaster to update the Weed Control Plan prior to site clearing and grading, to reflect the additional Project acreage.

14. Prior to commencement of any decommissioning work on the amended Project site, all applicable permits shall be obtained, (e.g., Land Use Permits, road access and building permits from the Crook County Road master or other entities).

15. The Applicant shall provide a legal description of the Project Site, including the transmission corridor prior to issuance of building permits. Any necessary easements shall be acquired and recorded for the gen-tie line prior to any clearing and grading.

16. Cultural and Historic Resources. The Applicant will engage with Oregon's State Historic Preservation Office as part of the development process to ensure that requirements related to cultural and historic resources are met. This may require the Applicant to provide on-site surveys of the property. The Applicant agrees that procedures to address best management practices for cultural discoveries will be in place during construction. Information regarding historic resources will be shared with Crook County Community Development and the Crook County Museum.

17. The Applicant will implement the US Fish and Wildlife Service guidance regarding migratory bird avoidance and mitigation. Specifically, the Applicant will conduct vegetation pre-clearing activities prior to the onset of the nesting during the period from September 1 through March 31). If clearing is to occur during nesting season, the Applicant will ensure that pre-construction surveys for nesting migratory bird species occur in consultation with USFWS. The Applicant shall maintain disturbance buffers for active nests as recommended by USFWS.

18. The Applicant shall meet the requirements of the Oregon Department of Transportation (ODOT) outlined in a March 28, 2019 memo submitted to Crook County Community Development (Attachment D) regarding the access to the subject property from State Highway 126. The Applicant shall submit an ODOT "Application to Upgrade an Existing Highway Approach" and shall submit a drainage study prepared by an Oregon Registered Professional Engineer, if required by ODOT.

19. As required by Section 4 (4) of House Bill 2329, "Upon receipt of a reasonable cost estimate from the state agency or tribe, the applicant and county may jointly enter into a cost reimbursement agreement administered by the county with:

(a) The State Department of Fish and Wildlife to receive comments under subsection (3)(a) of this section.

(b) The State Historic Preservation Officer or any affected federally recognized Indian tribe to receive comments under subsection (3)(b) of this section.

(c) The State Department of Energy to receive comments under subsection (3)(c) and (d) of this section as well as comments regarding other matters as the county may require."

No agencies have provided cost estimates at the time of this staff report.

20. The Applicant shall submit a vegetation removal and management plan prior to site preparation and clearing. The Applicant shall work with area Natural Resource agencies to evaluate options for disposing of vegetation (e.g., juniper) removed from the site.

21. The Applicant agrees that any on-site lighting during construction and operation will be illuminated only when people are present on the site and will be directed downward and shielded. Motion-detection lighting will be used where appropriate. Lighting on the substation will meet required safety standards.

22. The project owner shall sign and record in the deed records for the County a document binding the project owner and the project owner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from on-going activities associated with the neighboring Goal 5 aggregate resource site. Such document shall be submitted to the Crook County Counsel for review prior to site clearing and grading.

23. The Applicant will engage with Oregon's State Historic Preservation Office as part of the development process to ensure that requirements related to cultural and historic resources are met. This may require the Applicant to provide on-site surveys of the property. The Applicant agrees that during construction, procedures shall be in place that reflect generally accepted practices for cultural discoveries during construction. Applicable regulations will be followed including implementation of an inadvertent Discovery Plan (IDP) prior to construction, including required notification if any discoveries of significance are found.

24. Prior to site clearing and grading, the Applicant shall submit a checklist to the Planning Director to demonstrate that they have met all outstanding conditions of approval.

#### **BACKGROUND**

The Planning Commission staff reports and attachments, the application, and exhibits are included in the record and incorporated by reference.

**A. Project Summary:** The Applicant received Planning Commission approval for the 320-acre West Prineville solar facility on April 23, 2019 (Attachment B to the original staff report). The approved facility includes access roads and fencing; solar photovoltaic modules and solar inverters; transmission and communication equipment, and a project substation. The Project will consist of the same components. The proposed modification would add approximately 334 acres to the project and would include all of tax lot 2900 and tax lot 3000. All of the original conditions of approval will continue to apply to the larger project footprint. Some conditions may be modified to reflect the expanded acreage and to address additional criteria that apply due to the project exceeding 320 acres and triggering the requirements of 2019 Oregon House Bill 2329.

**B. Zoning:** The subject properties are zoned EFU-3 (Exclusive Farm Use, Powell Butte Area).

**C. Project Size:** The Project, in its entirety, will occupy approximately 654 acres.

**D. Site Description:** The subject properties (tax lots 2900 and 3000) are surrounded by properties zoned EFU-3. There are two existing residences on the subject property and accessory structures on the southern portion of the site that are currently used by the property owners. There is a small, spring-fed stock pond near the residences. There are fences along Highway 126, on the northeast border, and along the western and southern property lines. There is no evidence of irrigation water rights on either tax lot 2900 or tax lot 3000 and the properties have not been irrigated historically. The property has a current Oregon Department of Environmental Quality permit for use as an alkali stabilized domestic septage disposal area.

The subject property is uncultivated and nonirrigated. It is composed of two primary habitat types: sagebrush steppe and juniper steppe woodland. The property is traversed by existing 500kV electrical transmission lines and easements operated by BPA (Bonneville Power Administration) and PGE (Pacific Gas and Electric), as well as a 115kV line owned by PAC (PacifiCorp) crossing the northern edge of tax lot 3000 and running to the southeast and crossing the southern tip of tax lot 2900 where the Ponderosa substation is located. There are existing easements for the energy transmission Right of Ways (ROWs). There is an additional 230kV BPA transmission line running southwest from the Ponderosa substation over the southern part of the subject property. Transmission line ROWs are identified on Attachment A.

**E. Surrounding Land Uses:** All adjacent properties are in private ownership and are zoned Exclusive Farm Use (EFU). Property directly north is a thirty-seven-acre property without irrigation water rights. Property to the east and south of tax lots 3000 and 2900 is part of a large, active cattle ranch with two pivots and cattle grazing as the primary farm uses. There is an existing dwelling on property to the east. Property south of tax lot 2900 and southeast of tax lot 3000 is the BPA Ponderosa substation. PacifiCorp's Ponderosa and Corral Substations are adjacent to the BPA substation. Property to the northwest of tax lot 3000 is an approximately 160- acre dryland parcel with an existing residence. Directly west of tax lot 3000 are two approximately 20-acre parcels, each with a dwelling. Property to the southwest tax lot 3000 is an approximately 127-acres with a dwelling.

**F. Ownership:** The subject property is owned by Bryan and Shanna Sproat. The Applicant provided copies of deeds for verification of property ownership (See Exhibit C of the original application). Jacob Stephens is the owners' authorized agent.

**G. Water Rights:** There is no evidence of irrigation water rights on the subject property.

**H. Wildlife — Sensitive Bird Habitat:** The subject property has not been identified as big game habitat for pronghorn, mule deer or elk in the County's Goal 5 big game habitat inventory. The property is also not identified as Sage Grouse Habitat. The Applicant has submitted a Wildlife and Federal Sensitive Plant Review prepared by PBS Engineering and Environmental Inc. (Exhibit 1) and a Wildlife Conservation Plan (Exhibit 2).

There is a spring on the subject property that may be used by wildlife. In addition, the existing BPA 500kV transmission line easement may operate as a migration corridor for deer, antelope and other wildlife. The Applicant is proposing to avoid issues of concern (e.g., the stream fed pond) and will follow ODFW and USFWS guidance regarding raptor nests and migratory bird habitat. Ground clearing and construction activities will be scheduled to avoid nesting seasons, or the Applicant will agree to monitor the site to minimize impacts to nesting birds. The Applicant agrees to mitigate impacts to on the non-previously permitted, impacted areas (approximately 200 acres) at a mitigation ratio of 1:1. This ratio has been agreed to by Oregon Department of Fish and Wildlife.

**I. Access:** The proposed solar facility will be accessed by an existing driveway extending south from State Highway 126. The access has been permitted by the Oregon Department of Transportation (ODOT) (Permit number 10435306 issued in 1995). An alternate access is proposed via Three Springs Ranch Road. This is a private road and the Applicant will work with the property owner regarding access.

**J. Soils:** According to the National Resources Conservation Service (NRCS), soils on the subject property (approximately 660 acres identified by the NRCS) are generally classified as Class VI. Approximately 44 acres are classified as Class IV soils and approximately 45 acres are classified as Class VII soils. ((See Attachment C).

Map Unit	Soil Type	Classification Non-irrigated	Acres	Percent of acres
066	Ayres cobbly loam	7s	15.0	2.3%
104Am	Redmond ashy sandy loam	6s	28.9	4.4%
109	Meadowridge -Era Complex	4e	9.4	1.4%
143	Stukmond-Lickskillet Redmond Complex	6e	40.6	6.2%
144	Redmond-Stukmond Complex	6e	309.9	46.9%
147	Ayresbutte-Ayres Complex	6s	171.8	26%
156	Ginserly-Hatrock Complex	4e	34.9	5.3%
157	Ginserly Cobbly Ashy Loam	6e	9.2	1.4%
162	Searles-Lickskillet complex	6e-7s	10.8	1.6%
172	Lickskillet-Bakeoven Complex	7s	29.6	4.5%

None of the soils have a history of irrigation. The class VI and VII soils are nonarable by definition. Class IV soils make up only 7% of the soils on the property. The project site does not consist of high-value farmland.

**J. Domestic Water:** The Applicant states that they will either purchase water from the City of Prineville for construction and operations or will procure water from a permitted, existing well on the subject property. The Applicant stated that they may rely on a combination of water sources. The Applicant or subcontractors will ensure that if water is procured from an existing or new well, that the well provider will have a limited water use license from the Oregon Water Resources Department allowing the use of groundwater from a well for construction (dust control) and operation purposes.

**K. Fire Protection:** The subject property is located within the Crook County Fire and Rescue District. Provisions for wildfire prevention and control are included in the Emergency Management plan. The District has been notified of the request to increase the project footprint.

**APPLICABLE CRITERIA:**

Crook County Code Title 18  
Chapter 18.24 Exclusive Farm Use (EFU-3) Zone<sup>2</sup>  
18.160 - Conditional Uses  
18.161.010(2) - (Commercial Power Generating Facilities – Commercial Photovoltaic Energy Systems  
18.124 Rimrock Setback Provisions

Crook County Comprehensive Plan

Oregon Revised Statutes  
ORS 197.732 Goal Exceptions  
ORS 215.416 Permit Application

Oregon Administrative Rules  
OAR 660-033-120 Uses Authorized on Agricultural Lands  
OAR 660-033-130(5) and (38) Minimum Standards Applicable to the Schedule of Permitted and Conditional Uses  
OAR 660-004 Interpretation of Goal 2 Exception Process

Oregon Enrolled House Bill (HB) 2329 (2019 Session)

**RESPONSE TO CRITERIA:**

The criteria that apply to this request to modify an existing conditional use approval (217-19-000029-PLNG) to site a commercial photovoltaic energy facility in Crook County's Exclusive Farm Use Zone are shown in standard font. Information from the Applicant's burden of proof statement is shown in ***bold/italics***.

**AMENDMENT REQUIREMENTS**

**CCC 18.161.010(2) Commercial Photovoltaic Energy Systems Criteria.**

(d) Amendments. The photovoltaic energy system requirements shall be facility specific, but can be amended as long as the facility does not exceed the boundaries of the Crook County land use permit where the original facility was constructed. An amendment to the specific requirements of the land use permit shall be subject to the standards and procedures found in Chapter 18.172 CCC. Additionally, an amendment shall be required if the facility changes would:

- (i) Require an expansion of the established facility boundaries;
- (ii) Increase the footprint of the photovoltaic energy system by more than 20 percent;

***FINDING: The proposal requests an expansion of the established facility boundary and increases the footprint of the photovoltaic energy system from up to 320 to up to 654 acres (over 100%) and therefore requires an amendment to the existing conditional use permit.***

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<sup>2</sup> The Crook County Code relating to Exclusive Farm Use zones was amended by Crook County Court Ordinance 309 on July 17, 2019. The original application, 217-19-000029-PLNG, was reviewed under the earlier code (Chapter 18.24). This application is also subject to the code in place when the original decision was issued per 18.172.100.



**CCC 172.100 Revocation or modification of permit.**

(3) The commission shall hold a public hearing on any proposed revocation or modification after giving written notice to the permittee and other affected persons as set forth in this title. The hearing on the decision, which is subject to revocation or modification, is subject only to the standards, criteria and conditions that were applicable when the original permit was issued. The commission shall render its decision within 45 calendar days after the conclusion of the hearing.

**FINDING: *The Planning Commission will review the proposed amendment, hold a public hearing and issue a decision. Notice was provided to the public and to neighboring property owners within 750' of the expanded project boundaries on April 21, 2020. A public hearing was held on May 13, 2020 and continued for deliberation only until May 27, 2020.***

**CROOK COUNTY CONDITIONAL USE STANDARDS AND CRITERIA**

Commercial Power Generating Facilities. A commercial power generating facility that is a conditional use in the applicable zone is governed by the general criteria and conditions in CCC 18.160.020 and 18.160.030 and the provisions of Chapter 18.161 CCC.

CCC 18.160.020 General criteria. In judging whether or not a conditional use proposal shall be approved or denied, the planning director or planning commission shall weigh the proposal's appropriateness and desirability or the public convenience or necessity to be served against any adverse conditions that would result from authorizing the particular development at the location proposed and, to approve such use, shall find that the following criteria are either met, can be met by observance of conditions, or are not applicable:

- (1) The proposal will be consistent with the comprehensive plan and the objectives of the zoning ordinance and other applicable policies and regulations of the county.
- (2) Taking into account location, size, design and operation characteristics, the proposal will have minimal adverse impact on the (a) livability, (b) value and (c) appropriate development of abutting properties and the surrounding area compared to the impact of development that is permitted outright.
- (3) The location and design of the site and structures for the proposal will be as attractive as the nature of the use and its setting warrant.
- (4) The proposal will preserve assets of particular interest to the county.
- (5) The applicant has a bona fide intent and capability to develop and use the land as proposed and has some appropriate purpose for submitting the proposal, and is not motivated solely by such purposes as the alteration of property values for speculative purposes.

CCC 18.160.030 General conditions. In addition to the standards and conditions set forth in a specific zone, this chapter, and other applicable regulations, in permitting a new conditional use or the alteration of an existing conditional use, the planning director or planning commission may impose conditions which it finds necessary to avoid a detrimental impact and to otherwise protect the best interests of the surrounding area or the county as a whole.

**FINDING:** *The Applicant states that the application for the expanded commercial photovoltaic energy system meets the applicable criteria in CCC 18.160.020 and 18.160.030, as demonstrated in the approved Conditional Use Permit (217-20-000029-PLNG), which is incorporated herein by this reference. The Applicant states that, expanding the Project footprint is consistent with the findings set forth in the original approval. The modification is consistent with the Crook County Comprehensive Plan and Crook County Code. The additional acreage is located on property that is not in commercial farm use and is not located closer to area residences than the original proposal. Because of the proposed location, the additional acreage will have minimal impacts on adjacent properties. The additional acreage is further south, away from highway 126 and closer to the BPA and PacifiCorp substation infrastructure. As with the original proposal, most potential negative impacts are associated with construction activities.*

*These provisions of the Crook County Code were addressed by the original conditions of approval. The original conditions of approval will continue to apply to the original project site and to the additional 334 acres proposed in application 217-20-000375-PLNG. The Planning Commission finds that the proposed Project meets the conditions of 18.160 and has modified the original conditions of approval to address the expanded footprint and potential impacts associated with the modified project.*

### III. COMMERCIAL FACILITIES FOR GENERATING POWER – PHOTOVOLTAIC SOLAR POWER

CC 18.161.010. In addition to any other requirements of the applicable zone, commercial power generating facilities are subject to the following criteria:

(2)(b) Commercial Photovoltaic Energy Systems. Application Requirements. An application for a commercial photovoltaic energy system shall include the following unless waived by the director in writing.

(i) A description of the proposed photovoltaic energy system, a tentative construction schedule, the legal description of the property on which the facility will be located, and identification of the general area for all components of the photovoltaic energy system, including a map showing the location of components and including:

- (A) Evidence of an active utility transmission interconnect request and/or process and description of same; and
- (B) A route and permitting plan for transmission lines connecting the project to the grid.

**FINDING:** *According to the Applicant, the project description, schedule, and transmission interconnection all remain the same for the expanded project area. The sole change is that the project will now cover up to 334 additional acres primarily to the east of the originally permitted area (Attachment A). As demonstrated in the original Permit, the Application for a commercial photovoltaic energy system meets the applicable criteria in CCC 18.161.010(2)(b)(i). There is an active interconnect request and no change proposed to the plan for transmission lines connecting to the grid.*

(ii) Identification of potential conflicts, if any, with:

- (A) Accepted farming practices as defined in ORS 215.203(2)(c) on adjacent lands devoted to farm uses;
- (B) Other resource operations and practices on adjacent lands including photovoltaic energy system facilities on such adjacent lands.

**FINDING:** *The project will continue to have limited potential conflicts with accepted farming practices on adjacent lands devoted to farm use. The added acreage will be primarily to the east of the currently*

**permitted area. After limited impacts during construction, operation of the Project is not expected to impact farming operations or other resource operations and practices, including photovoltaic energy system facilities. The Applicant has agreed to sign and record a covenant not to sue owners, operators, contractors, employees or invitees of property zoned for farm use for generally accepted farming practices (as defined in Oregon Revised Statute 30.930(20) for the subject property. (Condition 1).**

CCC 18.161.010(2)(b)(iii) A transportation impact analysis (TIA) or traffic assessment letter (TAL) with proposed recommendations, if any, reflecting the requirements in Section 7.1.7 of the Crook County transportation system plan (TSP) and the transportation impacts of the photovoltaic energy system upon the local and regional road system during and after construction, after consultation with the Crook County road master. The TIA or TAL will designate the size, number, location and nature of vehicle access points and shall include a construction and vehicle access plan and appropriate road access permits if needed.

**FINDING: The Applicant submitted an informal traffic assessment letter prepared by Transight Consulting LLC as part of the original application. While the expanded site may have more traffic during construction, after construction the number of daily trips should remain the same. The transportation assessment letter determined that there would be approximately four (4) trips per day during facility operation (two trips entering the project and two exiting the project). Since the project will generate less than 250 daily trips, a Transportation Impact Analysis is not required. Expanding the Project footprint will not change the identified transportation impacts after construction. Mitigation measures recommended for the original project will be continue to be implemented during construction on the additional acreage. (Condition 18).**

CCC 18.161.010(2)(b)(iv) A wildlife impact and monitoring plan.

A wildlife impact and monitoring plan shall be required for photovoltaic energy systems impacting inventoried wildlife resources identified within the County comprehensive plan. The wildlife impact and monitoring plan shall be designed and administered by the applicant's wildlife professionals. Contents and duration of the study shall be recommended by a technical advisory committee. At the request of applicant, this committee requirement may be waived or discontinued by the county planning commission. If applicant has completed a wildlife impact study, it can be submitted for review to the planning commission. Projects that do not impact inventoried wildlife resources identified within the county comprehensive plan shall provide sufficient information to address the application requirement and criteria relating to wildlife in subsections (2)(b)(viii) and (2)(c)(iv) of this section; however, a comprehensive wildlife impact and monitoring plan is not required.

**FINDING: The Applicant provided a Wildlife and Federal Sensitive Plant Review for the modified project area. (Exhibit 1). The Applicant states that the project site is not located in an area identified in the County Comprehensive Plan's Goal 5 inventory of big game habitat, nor is it within Oregon Department of Fish and Wildlife's (ODFW) mapped big game winter range for deer, elk or pronghorn antelope. The Applicant conferred with ODFW and the US Fish and Wildlife Service (USF&WS) to identify and address any concerns.**

**The Applicant discussed concerns with USF&WS regarding owl/raptor nesting sites and migratory bird nesting as part of the initial application. The Applicant agreed to adopt procedures to avoid nesting periods or to monitor for nest sites if construction occurs during normal nesting periods. This information will be provided to the County, ODFW and USF&WS. Additional avoidance, mitigation or monitoring provisions may be adopted. The Applicant states that expanding the area of the solar facility within the original permitted project boundary will not materially impact any additional inventoried wildlife resources (See the discussion of wildlife impacts in response to criteria in 2019 House Bill 2329). (Conditions 9 and 17).**

***The Applicant has submitted a wildlife conservation plan (Exhibit 4). This included proposed mitigation options based on the result of the site- specific habitat assessment and wildlife and sensitive plan review (Exhibit 1). The Applicant states that they have provided three mitigation options to meet the goal of non-net loss of big game habitat as a result of the expanded project footprint.***

***The Planning Commission received written testimony from Oregon Department of Fish and Wildlife and Oregon Department of Land Conservation and Development regarding the mitigation proposal (Exhibit 6). Greg Jackie, ODFW District Wildlife Biologist testified at the May 13, 2020 hearing. ODFW and DLCD are concerned that the three mitigation options presented by the Applicant did not provide enough specificity to determine that mitigation will be consistent with the requirements of OAR chapter 635, division 415 (regarding ODFW's mitigation policy).***

CCC 18.161.010(2)(b)(v) An emergency management plan for all phases of the life of the facility. The plan shall address the major concerns associated with the terrain, dry conditions, limited access, and water quality. The plan shall identify the fire district and verify that the district has the appropriate equipment, training and personnel to respond to fires. If the local fire department or district does not have adequate rescue capability, the Applicant shall provide a plan for providing such in case of an emergency.

***FINDING: An emergency management plan was provided to Crook County Fire and Rescue to support the Permit for the original West Prineville Solar project. The plan will be updated to reflect the amended project boundary. Expanding the footprint of the Project by up to 334 acres Crook County Fire and Rescue will be require a more detailed Emergency Management and Response plan for this facility (including final site design and layout information). Crook County Fire and Rescue will assess an impact fee consistent with their Board Policies for projects of this nature. The impact fee is will be due prior to clearing and grading. The plan will be reviewed under the Oregon Fire Code and shall include a full site plan and information on MW capacity. (Condition 12).***

CCC 18.161.010(2)(b)(vi) An erosion control plan, developed in consultation with the Crook County soil and water conservation district, the Crook County watershed council, and the Oregon Agricultural Water Quality Management Program (administered by the Oregon Department of Agriculture and Department of Environmental Quality). At a minimum, the plan should include the seeding of all road cuts or related bare road areas as a result of all construction, demolition and rehabilitation with an appropriate mix of native vegetation or vegetation suited to the area. The plan should also address monitoring during post-construction.

***FINDING: The Applicant addressed erosion control and mitigation in the original application. The erosion control plan shall be reviewed and modified as necessary to reflect the additional project acreage. The Applicant agrees to have the appropriate State and local agencies (e.g., Oregon Department of Agriculture, Oregon Department of Environmental Quality, Crook County Soil and Water Conservation District or the Crook County Watershed Council) review final aspects of the plan as part of ongoing site development. The Applicant will provide the Community Development Department with a finding from the Oregon Department of Environmental Quality regarding whether a stormwater management permit is required prior to site clearing and grading. (Condition 11).***

CCC 18.161.010(2)(b)(vii) A weed control plan addressing prevention and control of all Crook County identified noxious weeds.

**FINDING: A weed control plan was provided to Crook County to support the original Permit and will be updated to reflect the amended project boundary. The weed control practices identified in the original permit will also apply to the additional 334 acres. (Condition 13).**

CCC 18.161.010(2)(b)(viii) Information pertaining to the impacts of the photovoltaic energy system on:

- (A) Wetlands and streams
- (B) Wildlife (all wildlife listed as identified Goal 5 resources in the comprehensive plan, state and federal listed endangered, threatened, sensitive and special status species, bats and raptors and species of local sport and economic importance)
- (C) Wildlife habitat

**FINDING: There are no known wetlands or streams within the original or amended project boundary. The Applicant states that prior to clearing and grading, site surveys, including wetlands delineation, wildlife and cultural resource survey will be conducted. Based on the findings of these reports, the facility layout may be modified to avoid impacts to natural or cultural resources. The subject property has not been identified as big game habitat for deer, elk or pronghorn in the County's Goal 5 big game habitat inventory. The subject property is not identified as Sage Grouse habitat. The Applicant provided a review of wildlife and sensitive plants (Exhibit 1).**

CCC 18.161.010(2)(b)(viii) Information pertaining to the impacts of the photovoltaic energy system on:

- (D) Criminal activity (vandalism, theft, trespass, etc.). Include a plan and proposed actions to avoid, minimize or mitigate impacts.

**FINDING: The plan to avoid criminal activity includes fencing and gates and will not need to be amended as part of this application. Fencing will be extended around the additional acreage. (Condition 8).**

CCC 18.161.010(2)(b)(ix) A dismantling and decommissioning plan of all components of the photovoltaic energy system, as provided in subsection (2)(e) [Decommissioning Plan elements] of this section.

**FINDING: The approval of the original permit (217-19-000029-PLNG) included a condition requiring the Applicant to establish a bond, letter of credit or other financial assurance as required by Crook County Code 18.161.010(2)(xvi). The proposed expansion does not change the basic elements of this condition. However, the plan shall be modified to reflect the expanded project elements. A final decommissioning plan and financial assurance, acceptable to Crook County Counsel, shall be in place prior to project site clearing and grading. (Condition 7).**

CCC 18.161.010(2)(b)(x) A socioeconomic impact assessment of the photovoltaic energy system, evaluating such factors as, but not limited to, the project's effects upon the social, economic, public service, cultural, visual, and recreational aspects of affected communities and/or individuals. These effects can be viewed as either positive or negative. The purpose of this information is to provide decision makers with information in order to maximize potential benefits and to mitigate outcomes that are viewed as problematic. The applicant may submit information provided by the Economic Development of Central Oregon or similar entity to meet this requirement.

**FINDING: The original permit decision found that the solar facility would be designed to minimize adverse socioeconomic impacts to the County. The facility, even with the proposed expansion, will not increase demand for governmental services or capital expenditures. The facilities are expected to result in net positive**

*socioeconomic impacts to the County and are likely to generate positive local economic benefits. The Planning Commission accepts the original findings regarding socioeconomic impacts and agrees that the net effect of the proposed use will be positive.*

CCC 18.161.010 In addition to any other requirements of the applicable zone, commercial power generating facilities are subject to the following criteria.

(2)(c) Commercial Photovoltaic Energy Systems. Criteria. The following requirements and restrictions apply to the siting of a photovoltaic energy system facility:

(i) Setbacks. No portion of the facility shall be within 100 feet of properties zoned residential use or designated on a comprehensive plan as residential. If the facility is located in a residential zone then this restriction does not apply to the lot or parcel that the facility is located on, or any adjacent property in common ownership. Structures shall not be constructed closer than 100 feet of an existing residence unless a written waiver is obtained from the landowner, which shall become a part of the deed to that property. New electrical transmission lines shall not be constructed closer than 500 feet to an existing residence without prior written approval of the owner, said written approval to be made a part of the deed to that property.

***FINDING: The portion of the facility located on the proposed additional 334 acres will meet all setback requirements. There are no existing residences within 100 feet of the expanded project area. No transmission lines will be constructed closer than 500 feet to an existing residence.***

(ii) A plan shall identify how the development and operation of the facility will, to the extent practicable, protect and preserve existing trees, vegetation, water resources, wildlife habitat and other significant natural resources.

(iii) Ground Leveling. The proposed photovoltaic energy system shall be designed and constructed so that ground leveling is limited to those areas needed for effective solar energy collection and so that the natural ground contour is preserved to the greatest extent practical.

(iv) Wildlife Resources. The proposed photovoltaic energy system shall be designed to reduce the likelihood of significant adverse effects on wildlife and wildlife habitat.

(v) A finding by the Energy Facility Siting Council that a proposed energy facility meets the Council's fish and wildlife habitat standard, OAR 345-022-0060, satisfies the requirements of subsection (2)(c)(iv) of this section.

(vi) Public Safety. The proposed photovoltaic energy system shall be designed and will be operated to protect public safety, including development and implementation of a plan of operating procedures to prevent public access to hazardous areas.

(viii) Airport Proximity. The proposed photovoltaic energy system is not located adjacent to, or within, the control zone of any airport.

(ix) Cleaning Chemicals and Solvents. During operation of the proposed photovoltaic energy system, all chemicals or solvents used to clean photovoltaic panels or heliostats should be low in volatile organic compounds and the operator should use recyclable or biodegradable products to the extent possible.

(x) Private access roads established and controlled by the photovoltaic energy system shall be gated to protect the facility and property owners from illegal or unwarranted trespass, illegal dumping, and hunting.

(xi) Where practicable the electrical cable collector system shall be installed underground, at a minimum depth of three feet; elsewhere the cable collector system shall be installed to prevent adverse impacts on agriculture operations.

(xii) In EFU zones any required permanent maintenance operations buildings shall be located off site in one of Crook County's appropriately zoned areas except that such a building may be constructed on site if:

(A) The building is designed and constructed generally consistent with the character of similar buildings used by commercial farmers or ranchers; and

(B) The building will be removed or converted to farm use upon decommissioning of the wind energy system consistent with the provisions of subsection (1)(e) of this section.

**FINDING: *The proposed addition of 334 acres primarily to the east of the approved project site does not require additional conditions to meet the criteria in (ii) – (xii). The proposed additional acreage is not within the control zone of the Redmond airport. (The Prineville airport has no control zone). There are no changes proposed to cleaning practices, cables will be buried underground where practicable and there is no change in the proposed location of the operation and maintenance building. The original conditions will continue to apply.***

(xiii) If the photovoltaic energy system is located in or adjacent to an EFU zone, a covenant not to sue with regard to generally accepted farming practices shall be recorded with the county. "Generally accepted farming practices" shall be consistent with the definition of farming practices under ORS 30.930. The applicant shall covenant not to sue owners, operators, contractors, employees, or invitees of property zoned for farm use for generally accepted farming practices.

**FINDING: *The Applicant has agreed to record a covenant not to sue with regard to generally accepted farming practices. This will remain as a condition of approval. (Condition 1).***

(xiv) A road use agreement with Crook County regarding the impacts and mitigation on county roads during and after construction shall be required as a condition of approval.

**FINDING: *The new acreage will be served by the access from State Highway 126. (Condition 18).***

(xv) A plan for dismantling of uncompleted construction and/or decommissioning of the photovoltaic energy system shall be required. Contents of the plan are as set forth in subsection (2)(e) [Decommissioning Plan Elements] of this section.

(xvi) A bond or other financial mechanism acceptable to the county shall be established to cover the cost of dismantling of uncompleted construction and/or decommissioning of the facility, and site rehabilitation; see subsection (2)(e) of this section. A bond or other financial mechanism may be phased throughout the proposed project. If phasing is proposed the applicant shall submit a phasing schedule. For projects being sited by the state of Oregon's Energy Facility Siting Council (EFSC), the bond or letter of credit required by EFSC will be deemed to meet this requirement. For non-EFSC projects the EFSC requirements on bonds shall serve as a guideline for the amount of the bond or other financial mechanism required.

**FINDING: The Applicant submitted a decommissioning plan in 2019. This will be modified to reflect the increased acreage. A final decommissioning plan and financial assurance is required prior to site preparation and ground clearing and will be subject to Crook County Counsel review and approval. (Condition 7).**

(xvii) A summary of as built changes in the facility from the original plan, if any, shall be provided by the owner/operator.

(xviii) Upon request of the county after the end of each calendar year the facility owner/operator shall provide Crook County an annual report.

**FINDING: The Applicant agrees to the conditions in xvii and xviii.**

#### **IV. OREGON ENERGY FACILITY RULES**

House Bill 2329 was passed by the Oregon legislature in 2019 with an effective date of January 1, 2020. It authorizes County governments to review and approve certain energy facilities that had previously been subject to permitting through the State of Oregon's Energy Facility Siting Council. HB 2329 Subsection 3 provides that in order to issue a permit, the county shall require that the applicant to:

(a)(A) Consult with the State Department of Fish and Wildlife, prior to submitting a final application to the county, regarding fish and wildlife habitat impacts and any mitigation plan that is necessary;

(B) Conduct a habitat assessment of the proposed development site;

(C) Develop a mitigation plan to address significant fish and wildlife habitat impacts consistent with the administrative rules adopted by the State Fish and Wildlife Commission for the purposes of implementing ORS 496.012; and

(D) Follow administrative rules adopted by the State Fish and Wildlife Commission and rules adopted by the Land Conservation and Development Commission to implement the Oregon Sage-Grouse Action Plan and Executive Order 15-18.

**FINDING: The Applicant states that they consulted with the Oregon Department of Fish and Wildlife regarding fish and wildlife impacts prior to submitting this amendment application. A site-specific habitat assessment was submitted to the County on April 30, 2020 (Exhibit 1). The property is not identified as Sage Grouse Habitat and is not located in an area identified in the Crook County Comprehensive Plan's Goal 5 inventory of significant big game habitat. It is not within ODFW's mapped big game winter range for deer, elk or pronghorn antelope.**

**The Applicant states that they conferred with ODFW and the US Fish and Wildlife Service (USF&WS) to address their concerns and continue their consultations. The Applicant states that expanding the area of the solar PV facility within the original permitted project boundary will not materially impact any additional inventoried wildlife resources. The Applicant has submitted a mitigation plan (Exhibit 4). The plan incorporates findings of the site-specific habitat assessment. While the Applicant and ODFW agree that mitigation will be required for approximately 200 acres of the expanded acreage (no mitigation was required for the original project) and that the mitigation required should be at a 1:1 ration (resulting in "no-net loss" of habitat), ODFW and DLCD are concerned that the mitigation plan is not specific enough regarding mitigation implementation.**



- (b) Demonstrate that the construction and operation of the renewable energy facility, taking into account mitigation, will not result in significant adverse impacts to historic, cultural and archaeological resources that are:
- (A) Listed on the National Register of Historic Places under the National Historic Preservation Act (P.L. 89-665, 54 U.S.C. 300101 et seq.);
  - (B) Inventoried in a local comprehensive plan; or
  - (C) Evaluated as a significant or important archaeological object or archaeological site, as those terms are defined in ORS 358.905.

**FINDING: The Applicant states that they have initiated consultation with the State Historical Preservation Office (SHPO). No historic, cultural or archeological resources listed on the National Register of Historic places or included in the Crook County comprehensive plan have been identified. The County received a letter from SHPO (Exhibit 3) recommending that the Applicant contact a professional archaeologist to conduct an archaeological survey of the project area. The SHPO letter states that many archaeological sites exist outside the general area of the Project, but the Project is located on a landform generally perceived to have a high probability for possessing archaeological sites.**

**A notice of the proposed facility amendment was provided to tribal governments. The Confederated Tribes of the Warm Springs Reservation of Oregon (CTWSRO) provided comments (Exhibit 2). The Applicant will continue to work with SHPO and with the Confederated Tribes of the Warm Springs. A site-specific archaeological survey will be required prior to any site clearing and grading. The survey shall be made available to the County, the tribes identified in HB 2329 and SHPO. Avoidance measures may be required depending on the findings of the survey. (Condition 16).**

- (c) Demonstrate that the site for a renewable energy facility, taking into account mitigation, can be restored adequately to a useful, nonhazardous condition following permanent cessation of construction or operation of the facility and that the applicant has a reasonable likelihood of obtaining financial assurances in a form and amount satisfactory to the county to secure restoration of the site to a useful, nonhazardous condition.

**FINDING: A decommissioning plan was executed with Crook County in 2019 for the original 320 acres. The Applicant shall revise the plan to reflect the entire 654-acre site. The plan and decommissioning bond will be subject to review and approval by Crook County Counsel prior to any site preparation and ground clearing. (Condition 7).**

- (d) Meet the general and specific standards for a renewable energy facility adopted by the Energy Facility Siting Council under ORS 469.470 (2) and 469.501. that the county determines are applicable

**FINDING: The administrative rules that implement the specific standards set by the Energy Facility Siting Council (EFSC) are located in OAR Chapter 345. The chapter includes specific standards for the siting and operation of energy facilities. Certain types of facilities (like radioactive material facilities) and certain size of facilities (large scale operations) require an EFSC site certificate. The administrative rules apply to uses that require a site certificate from EFSC.**

**This proposal does not require an EFSC site certificate because the project's total acreage is less than the acreage that would trigger EFSC review (a project located on greater than 1,920 acres of non-irrigated, low value farmland). This acreage standard has been adopted by the Oregon legislature and will be implemented in ORS 469.300(11)(D)(3), as amended by HB 2329. This proposal will be located on less than 1,920 acres of non-irrigated, non-arable land and thus the County can review the project.**

***Crook County has adopted standards to address siting of renewable energy projects (wind and solar) in Crook County Code 18.161. The Code language reflects the County's policy on the renewable energy siting standards that are applicable to projects in the County. The County requirements generally mirror the fourteen standards set forth in the Energy Facility Siting Council's administrative rules. In addition, the County has adopted standards not covered by EFSC rules (e.g., for weed control, emergency management and others). The County also applies the general conditional use provisions of Crook County Code 18.160 allowing the County to address additional siting concerns. This amendment application and burden of proof and the findings of the original project approval demonstrate that the County's renewable energy facility standards have been met.***

(e) Provide the financial assurances described in paragraph (c) of this subsection in the form and at the time specified by the county.

***County Counsel will work with the Applicant to review the existing decommissioning plan and financial assurance to address the additional 654 acres in the Project. (Condition 7)***

(4) Upon receipt of a reasonable cost estimate from the state agency or tribe, the applicant and county may jointly enter into a cost reimbursement agreement administered by the county with:

(a) The State Department of Fish and Wildlife to receive comments under subsection (3)(a) of this section.

(b) The State Historic Preservation Officer or any affected federally recognized Indian tribe to receive comments under subsection (3)(b) of this section.

(c) The State Department of Energy to receive comments under subsection (3)(c) and (d) of this section as well as comments regarding other matters as the county may require.

***No cost estimates had been provided by state agencies or tribes at the time of this staff report. This will be included as a condition of approval. (Condition 19).***

(5) A county that receives an application for a permit under this section shall, upon receipt of the application, provide notice to persons listed in subsection (6) of this section. The notice must include, at a minimum:

(a) A description of the proposed renewable energy facility;

(b) A description of the lots or parcels subject to the permit application;

(c) The dates, times and locations where public comments or public testimony on the permit application can be submitted; and

(d) The contact information for the governing body of the county and the applicant.

(6) The notice required under subsection (5) of this section must be delivered to:

(a) The State Department of Fish and Wildlife;

(b) The State Department of Energy;

(c) The State Historic Preservation Officer;

(d) The Oregon Department of Aviation;

(e) The United States Department of Defense; and

(f) Federally recognized Indian tribes that may be affected by the application.

***Crook County provided notice to the above entities on April 22, 2021.***

#### **OREGON ADMINISTRATIVE RULES (OAR) – USE OF AGRICULTURAL LAND**

Commercial photovoltaic energy systems in EFU zones are subject to OAR 660-033-0120 and 660-033-0130.

See also Crook County Code 18.161.010(2)(a) requiring facilities to meet the above OAR requirements.

OAR 660-033-0120 provides that a "photovoltaic solar power generation facility as a commercial utility facility for the purpose of generating power for public use by sale," is allowed on agricultural lands after required review by the governing body under ORS 215.296. The use requires notice and the opportunity for a hearing.

***Crook County is the governing body and will review the proposed use of agricultural land as part of the conditional use review. The County has provided the requisite notice and opportunity for a hearing to the public and adjacent property owners. The hearing before the Crook County Planning Commission occurred on May 13, 2020 and was continued for deliberation only until May 27, 2020.***

OAR 660-033-130 provides the minimum standards applicable to a schedule of permitted and conditional uses. The relevant sections applicable to the proposed photovoltaic energy system begin at subsection (5), which is more commonly known as the "significant impact test", and include subsection (38) which applies specifically to photovoltaic energy systems.

OAR 660-033-130(5)(a) provides that the proposed use may only be approved by the county where such use will not force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use.

OAR 660-033-130(5)(b) provides that the proposed use may only be approved by the county where such use will not significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.

***FINDING: Development of the additional acreage will not force a significant change in nor significantly increase the cost of accepted farm practices on surrounding lands. Adjacent properties to the south and east have been used historically for seasonal grazing. The Project will continue to be compatible with accepted farming practices on adjacent lands devoted to farm use. The Applicant has agreed to review and record a Farm Covenant not to Sue releasing liability against farming practices (as defined in Oregon Revised Statute 30.930(2)) for this property. The Applicant included the additional 334 acres in their original project site description and no additional neighboring properties are impacted by the amended proposal.***

OAR 660-033-130(38) provides that a proposal to site a photovoltaic energy system is subject to certain definitions and provisions. Only certain subsections apply to this project.

660-033-130(38)(d) "Nonarable land" means land in a tract that is predominantly not cultivated and predominantly comprised of nonarable soils.

***The 334-acre property where the modification to the approved solar facility is proposed is vacant, uncultivated land. There is no evidence that the property has been cultivated in the past. The property does not have irrigation water rights.***

660-033-130(38)(e) "Nonarable soils" means soils that are not suitable for cultivation. Soils with an NRCS agricultural capability class V-VIII and no history of irrigation shall be considered nonarable in all cases. The governing body or its designate may determine other soils, including soils with a past history of irrigation, to be nonarable based on substantial evidence in the record of a local land use application.

***Based on information from the Natural Resources Conservation Service, the soils on the proposed project site, including the additional 334 acres, are classified as predominately as NRCS Class VI and VII (non-irrigated)***

*(Attachment C). There are no irrigation water rights on the property and no evidence that the property has ever been irrigated or cultivated. The areas with Class VI and VII soils are nonarable, by definition.*

*Approximately 9 acres on the west edge of the subject property and 35 acres in the southwest corner of tax lot 3000 are classified as Class IV soils. It is anticipated that property on the southwest corner will be excluded from the project site. The Applicant states that no more than 20 acres of Class IV soils will be impacted by the project.*

*Based on the authority in 660-033-0130(38)(e), the County may determine that the Class IV soils on the site are non-arable. Based on evidence that the property has not been cultivated historically, has no irrigation rights and the site is currently used as a DEQ approved alkali stabilized domestic septage site further reducing the probability of it being cultivated in the future, the County determines that the Class IV soils on the site are non-arable. Neither the original project site, nor the expanded site have high value soils.*

**OAR 660-033-130(38)(f)** "Photovoltaic solar power generation facility" includes, but is not limited to, an assembly of equipment that converts sunlight into electricity and then stores, transfers, or both, that electricity. This includes photovoltaic modules, mounting and solar tracking equipment, foundations, inverters, wiring storage devices and other components. Photovoltaic solar power generation facilities also include electrical cable collection systems connecting the photovoltaic solar generation facility to a transmission line, all necessary grid integration equipment, new or expanded private roads constructed to serve the photovoltaic solar power generation facility, office, operation and maintenance buildings, staging areas and all other necessary appurtenances. For purposes of applying the acreage standards of this section, a photovoltaic solar power generation facility includes all existing and proposed facilities on a single tract, as well as any existing and proposed facilities determined to be under common ownership on lands with fewer than 1320 feet of separation from the tract on which the new facility is proposed to be sited. Projects connected to the same parent company or individuals shall be considered to be in common ownership, regardless of the operating business structure. A photovoltaic solar power generation facility does not include a net metering project established consistent with ORS 757.300 and OAR chapter 860, division 39 or a Feed-in-Tariff project established consistent with ORS 757.365 and OAR chapter 860,

*The proposed use meets the definition of a "photovoltaic solar power generation facility." The proposed addition of 334 acres will include components of the project approved in 217-19-000029-PLNG.*

OAR 660-033-0130(38)(f) requires that for high value farmland, as defined in ORS 195.300(10), a photovoltaic energy system shall not preclude more than 12 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4.

*The Project site does not meet the definition of high value farmland in ORS 195.300. Soils on the additional 334-acre property are not irrigated and have an agricultural classification of predominately Class VI and VII. There are some Class IV soils, but these are not irrigated. The subject property does not consist of high-value farmland.*

OAR 660-033-0130(38)(j) states, for nonarable lands, a photovoltaic energy system shall not preclude more than 320 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to ORS 197.732 and OAR chapter 660, division 4.

(F) If a photovoltaic solar power generation facility is proposed to be developed on lands that contain a Goal 5 resource protected under the county's comprehensive plan, and the plan does not address conflicts between energy facility development and the resource, the applicant and the county, together with any state or federal agency responsible for protecting the resource or habitat supporting the resource, will cooperatively develop a specific resource management plan to mitigate potential development conflicts. If there is no program present to protect the listed Goal 5 resource(s) present in the local comprehensive plan or implementing ordinances and the applicant and the appropriate resource management agency(ies) cannot successfully agree on a cooperative resource management plan, the county is responsible for determining appropriate mitigation measures; and

***The subject property is not proposed to be developed on lands that contain a Goal 5 resource protected under the comprehensive plan. The area does not include any inventoried big game habitat.***

(G) If a proposed photovoltaic solar power generation facility is located on lands where, after site specific consultation with an Oregon Department of Fish and Wildlife biologist, it is determined that the potential exists for adverse effects to state or federal special status species (threatened, endangered, candidate, or sensitive) or habitat or to big game winter range or migration corridors, golden eagle or prairie falcon nest sites or pigeon springs, the applicant shall conduct a site-specific assessment of the subject property in consultation with all appropriate state, federal, and tribal wildlife management agencies. A professional biologist shall conduct the site-specific assessment by using methodologies accepted by the appropriate wildlife management agency and shall determine whether adverse effects to special status species or wildlife habitats are anticipated. Based on the results of the biologist's report, the site shall be designed to avoid adverse effects to state or federal special status species or to wildlife habitats as described above. If the applicant's site-specific assessment shows that adverse effects cannot be avoided, the applicant and the appropriate wildlife management agency will cooperatively develop an agreement for project-specific mitigation to offset the potential adverse effects of the facility. Where the applicant and the resource management agency cannot agree on what mitigation will be carried out, the county is responsible for determining appropriate mitigation, if any, required for the facility.

***The initial West Prineville Solar project was reviewed and approved in 2019. No wildlife habitat was identified at that time and no mitigation was required. ODFW and the Applicant agree with that finding. The modification to the approved solar project allowed by 2019 House Bill 2329 authorized development of a project site larger than 320 acres, subject to notification of specific State agencies, including ODFW. As required by HB 2329, the Applicant conducted a site-specific wildlife habitat assessment (Exhibit 1) and consulted with ODFW.***

***The Planning Commission received written testimony from Oregon Department of Fish and Wildlife and Oregon Department of Land Conservation and Development regarding the mitigation proposal (Exhibit 6). Greg Jackle, ODFW District Wildlife Biologist testified at the May 13, 2020 hearing. ODFW acknowledged that the site is not in an area mapped by ODFW as big game winter range but stated that the area is near pronghorn winter range and within an important elk movement corridor. ODFW recommended mitigation for the additional acreage resulting from the expanded project area and requested a mitigation ration of 1:1 to achieve a goal of "no-net loss" of habitat. ODFW is concerned that the three mitigation options presented by the Applicant did not provide enough specificity to determine that mitigation will be consistent with the requirements of OAR chapter 635, division 415 (regarding ODFW's mitigation policy).***

***The Applicant's mitigation plan (Exhibit 4) proposes three options to meet the goal of no-net loss. The Applicant stated in May 13 testimony, that the three options are necessary because the feasibility of any specific option is unknown at this time (see Exhibit 5 from the Deschutes Land Trust). Each option is designed***

*to meet ODFW's mitigation policy regarding no-net loss. As required by proposed condition of approval 9, the Applicant agrees to implement one of the mitigation alternatives in the Wildlife Conservation Plan (Exhibit 6) and will submit confirmation of implementation to the Crook County Planning Commission prior to any site preparation or clearing and grading of the subject property. The Planning Commission finds that the Applicant's mitigation plan (Exhibit 4) meets the requirements of OAR 660-130-033(38), the Crook County Comprehensive Plan and zoning ordinances and 2019 HB 2329.*

**GOAL EXCEPTION:** *Because the proposed photovoltaic energy system as amended will preclude more than 320 acres from use as a commercial agricultural enterprise, a goal exception is required.*

A goal "exception" is a "decision to exclude certain land from the requirements of [an] applicable statewide goal." See OAR 660-004-0000(2). The exceptions process is intended to permit necessary flexibility in the application of the Statewide Planning Goals. *Id.* at (3).

For a use located within an EFU zone, the "applicable statewide planning goal" is Goal 3, which is the State's Agricultural Lands goal. As expressed in Oregon's Statewide Planning Goals and Guidelines, Goal 3 is to preserve and maintain agricultural lands. Agricultural lands shall be preserved and maintained for farm use, consistent with existing and future needs for agricultural products, forest and open space and with the state's agricultural land use policy expressed in ORS 215.243 and 215.700.

Counties are authorized to approve an exception to a goal if certain criteria are met. For these local jurisdictions, the exceptions process is authorized by Goal 2 (Land Use Planning) and ORS 197.732(2) which provides, in relevant part:

"A local government may adopt an exception to a goal if: ....

(c) The following standards are met:

(A) Reasons justify why the state policy embodied in the applicable goals should not apply;

(B) Areas that do not require a new exception cannot reasonably accommodate the use;

(C) The long term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site; and

(D) The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts."

The applicable administrative rules set forth in OAR Chapter 660 Division 4, Interpretation of Goal 2 Exception Process, and in particular OAR 660-004-0020(2), Exception Requirements, outline how each of the four standards in ORS 197.732(2)(c) should be met.

1. First, the exception shall list "the facts and assumptions used as the basis for determining that a state policy embodied in a goal should not apply to specific properties or situations, including the amount of land for the use being planned and why the use requires a location on resource land." OAR 660-004-0020(2)(a).

***Both the original and amended proposal have demonstrated that the subject property, while zoned for farm***

*use, does not have the soil quality or water rights to be developed as productive farmland and therefore the goal to protect agricultural land should not apply to this property. In general, as noted in the County's Comprehensive Plan Agriculture Section 7 (page 41), while agriculture is an important part of the county's economy, "only a relatively small portion, approximately 5% [of the County's Agricultural lands] are classified as agricultural cropland of which only 60% are under irrigation, the remaining cropland being dry land farming....agricultural cropland in the county is restricted generally by soil capabilities, a short growing season, and limited sources and supplies of water for irrigation." The subject property is rangeland and per the Comprehensive Plan (page 46) can be developed through the goal exception process. The subject property has a limited history of grazing due to lack of water for cattle and poor forage quality.*

*Statewide Planning Goal 3 also seeks to preserve farmland for future use. The proposed use for a solar facility is not permanent. Unlike a request for a rezoning or a comprehensive plan change, where the zoning classification would be permanently changed, and the EFU status lost, this application is for an allowed conditional use on EFU-zoned property. The land will continue to carry its farm zoning designation. At the end of the solar facility's useful life, the site would be decommissioned, and the solar panels removed in accordance with the Decommissioning Plan. The site could be reclaimed for agricultural use.*

2. Second, the Applicant should sufficiently demonstrate that "areas that do not require a new exception cannot reasonably accommodate the use." OAR 660-004-0020(2)(b). This can be met by describing the location of possible alternative areas considered for the use that do not require a new exception (OAR 660-004-0020(2)(b)(A)) broadly rather than specifically (OAR 660-004-0020(2)(b)(C)).

*the Applicant reviewed an analysis provided by the Community Development Department using County GIS (Geographic Information System) data to identify suitable lands in all of Crook County to accommodate the proposed 654-acre solar facility. The Applicant used four factors to identify a site for a new solar generating facility: (i) Identify zones in both Crook County and the City of Prineville that authorize a commercial photovoltaic facility as a permitted or conditional use; (ii) Identify lands that are 650 acres or greater, whether as a single parcel or as a contiguous block; (iii) Identify parcels within proximity to a high-voltage transmission facility or substation or parcels to site a transmission facility in order to relay electricity to a substation<sup>3</sup>; and (iv) Identify conflicts as to the use proposed and the surrounding land uses.*

#### Crook County Lands

*A review of Crook County Code reveals that commercial power generating facilities are not allowed as an outright, permitted use in any zone.<sup>4</sup> Instead, the County authorizes commercial power generating facilities as a conditional use in the EFU Zone, Forest zone, Forest Recreation Zone (FR-10), Powell Butte Rural Residential Zone (PBR-20), Rural Residential Zone (R-5), Light Industrial Zone (LM), Heavy Industrial Zone (H-M), Recreational Residential Mobile Zone (RR(M)-5) and Rural Residential Zone (R-10).*

<sup>3</sup> As discussed herein, the City of Prineville code would allow solar arrays in many zones but would not allow the transmission lines which are deemed an associated major utility facility.

<sup>4</sup> In contrast, non-commercial solar energy facilities are authorized as an outright, permitted use in the Light Industrial Zone, L-M zone, in CCC 18.68.010(17) (with some limits imposed). A non-commercial power generating facility operates as a standalone power generator and is not connected to a utility grid. CCC 18.08.140 N Definitions. In this case, the applicant will connect the power generated from the solar energy facility into the PacifiCorp utility grid system. Thus, Crook County lands carrying this zone designation do not allow the requested use, which is defined as a commercial power generating facility

*Although commercial utility facilities are allowed as conditional use facilities in the County's Forest (F-1) zone, Crook County Coded 18.28.015(9) states "A commercial utility facility for the purpose of generating power shall not preclude more than 10 acres from use as a commercial forest operation. Renewable energy facilities are subject to the standards in Chapter 18.161 CCC." Properties in forest zones are thus not included in this analysis.*

*Any other property zoned EFU would also require an exception to Goal 3. Similarly, any site over 320 acres in the FR-10 Zone would require an exception to Statewide Land Use Planning Goal 4 (Forest Use). Thus, no other parcels within these zoning designations were further analyzed.*

*There are no single or contiguous lots within PBR-20, R-5, LM and H-M zones that met or exceeded the 650-acre requirement. Thus, no lots within this zoning designation were further analyzed because these sites cannot reasonably accommodate the proposed use.*

*There are certain lots within the County's RR(M)-5 that are larger than 650 acres, either individually or as contiguous properties. These are located in the southeastern part of the county, south of Prineville and east of the Crooked River in the Juniper Canyon area. However, none of the parcels are contiguous to a high-voltage transmission line. There are some low-voltage transmission lines in the area owned by Central Electric Cooperative, however a project of this size needs to interconnect to a high-voltage (115 kV or 230 kV) transmission line or substation. Connecting to existing high-voltage transmission would be costly and provide additional impacts to both resource and non-resource lands. Furthermore, all these large parcels are located within Mule Deer Winter Range including both general and critical winter range. Two of the larger properties would require 200-foot setbacks from the rimrock. There are two 640-acre parcels zoned RRM-5 east of Juniper Canyon Road. These are both entirely in General deer habitat and on property that directly abuts a rural residential subdivision. Both properties lack access to the required transmission services.*

*There is a single lot within R-10 that is larger than 650 acres. It is located on a butte in the Juniper Canyon area north of the RR(M)-5 zoned lands and due south of Prineville and the Urban Grown Boundary. While there appears to be a high-voltage transmission near the property according to Exhibit 8, this line as shown is an approximate location and the physical line is not actually through or adjacent to the property. This property was further analyzed to demonstrate how it is not a suitable alternative due to conflicts with the proposed use and surrounding land uses described below.*

*The only existing access to this site is off SE Davis Loop, which serves residential properties in Juniper Canyon. During construction of the solar project, a high volume of vehicles would make use of the residential road. The Comprehensive Plan states that any industry that generates more than 20 auto-truck trips a day shall not locate in a residential neighborhood. P. 61. While these transportation impacts would occur only during construction, construction activities generally occur over a four to six-month period.*

*Additionally, SE Juniper Canyon Road provides residential access to Crook County residents and the limited access to the Juniper Canyon area is of concern for traffic safety and emergency purposes. The County is considering an alternate access to serve the residents of this area south of Prineville. One option for the secondary access is to cross this R-10 property and connect Crooked River Highway to SE Davis Loop.*

*The alternative site is surrounded on the north, west, and east sides by rimrock. The Comprehensive Plan includes policies to protect natural rimrock:*

*"7. Rimrocks from the intersection of Elliot Lane and O'Neil Highway, including Westwood Subdivision and*



*Ochoco Wayside Viewpoint, to Stearns Ranch; and those rimrocks paralleling Juniper Canyon, Combs Flat Road and Ochoco Creek to Ochoco Reservoir shall be protected against manmade structures by such zoning restrictions as deemed necessary. Restrictions addressing setbacks and building restrictions shall be applied to protect scenic values." P. 109.*

*Crook County Code 18.124 ( Supplementary Provisions) requires that any structure located on the rimrock shall be set back 200 feet from the edge of said rimrock (CCC 18.124.100). The setback requirement would reduce the usable and developable size. These limitations could require the solar facility to locate closer to existing residential properties and the aggregate site located south of the property. Transmission and interconnect lines would also be required to meet rimrock setback requirements.*

#### **Housing**

*The Comprehensive Plan details the projected need for housing in an effort to ensure enough land is earmarked for housing. See e.g. P. 16. One of the County's Energy Policies is to encourage high density residential development in close proximity to high employment areas and commercial areas. P. 34. This alternative site is in close proximity to and overlooks downtown Prineville. The site is already zoned for rural residential development, has existing residential development nearby, and is intended to serve future residential needs of the County.*

*Although the solar site is not an "industrial use", it seems most compatible when sited adjacent to industrial uses or other large EFU land holdings. The County's comprehensive plan is to direct industrial growth areas away from residential neighborhoods through zoning and other planning regulation. P. 58.*

#### **City of Prineville Lands**

The Applicant also reviewed properties within the City of Prineville to determine if there are zones that would allow a commercial generating facility. In the City, a commercial solar array facility is referred to as a "Minor Utility Facility" if it is a "smaller scale...self-generating facility that will not impact surrounding properties." In contrast, related power transmission lines including poles or towers are considered a "Major Utility Facility". City of Prineville Code, Chapter 153: Land Development.

*The Applicant found that the City's code authorizes Minor Utility Facilities outright in Light Industrial (M-1) and Heavy Industrial (M-2) Zones and as Type I conditional uses in Residential Zones 1 through 5 (R-1 through R-5), Commercial Zones 1 through 5 (C-1 through C-5) and Industrial Park (IP) zones. Major Utility Facilities are authorized as Type II conditional uses in R-1 through R-5, C-1, C-2, C-5, M-1, M-2 and IP zones. City of Prineville Code Zoning Tables 153.035 and 153.037.*

*There are several large M-1 parcels, however the largest contiguous parcels comprise two 160-acre parcels which even when combined do not meet the 654-acre requirement. There is a large property zoned M-2 that is occupied by the County's landfill and is unavailable for development.*

*The City's policy is to protect land for industrial uses as they produce more employment in comparison to other lands, such as agricultural lands located in the county. The City's Urban Growth Boundary is developed, in part, to provide for the development of lands that cannot be built outside the UGB in the County. To remove lands within the City's UGB for a solar facility is counterintuitive to the very purpose of building solar facilities to generate power to serve businesses and residents. The solar facility, unlike most industrial uses, does not require City sewer and water services. Thus, these industrial zoned lands were not further analyzed. Information from the County's GIS system confirms that there are no single or contiguous lots in the City's R-1*

***through R-5, C-1, C-2, C-5 and IP zones that meet or exceed the 650-acre requirement for the proposed facility. Thus, no lots within these zoning designations were further analyzed.***

3. The next criterion to address is the long term environmental, economic, social and energy consequences resulting from the use at the proposed site location. We must also consider measures designed to reduce adverse impacts that are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site. ORS 197.732(2)(c)(C). Because this statute and the applicable administrative rules largely use identical language, with the administrative rules providing additional specificity as to exceptions requirements, the findings below pertain to the administrative rules as set forth in OAR 660-004-0020.

The administrative rule requires that the local jurisdiction must find that “the long-term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse that would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site.” OAR 660-004-0020(2)(c).

#### **Environmental**

***This project requires a large enough site to accommodate this size of energy system, must be in close proximity to transmission that is large enough to support the power generation, must not cause significant adverse impacts to adjacent properties, and must be in a location that captures maximum sun exposure.***

***The subject property is ideal in that it is comprised primarily (93%) of nonarable land and soil types, is non-irrigated, and is otherwise nonproductive for agricultural uses. The proposed site is currently being used as an Oregon Department of Environmental Quality approved alkali stabilized domestic septage site, which further reduces the probability of it being cultivated in the future. The site is outside any Goal 5 inventoried resources areas and is not within mapped big game winter range for deer, elk, or pronghorn antelope.***

***The subject property is located near existing transmission infrastructure and large energy users, minimizing the need to disturb additional lands for transmission capability. The proposed location also allows the facility to serve large energy users in the area. As shown in Attachment A, the proposed project is located under and around four major transmission lines owned and operated by three regional utilities (BPA, PGE and PAC) and is also immediately adjacent to three major substations (BPA Ponderosa and PAC Ponderosa and Corral). The location next to existing infrastructure is ideal for siting a commercial solar photovoltaic facility.***

***The Applicant notes that there may be potential adverse environmental impacts associated with construction activities including potential soil erosion. Mitigation measures would be implemented during nesting season, to protect avian or bat species. Slash would be removed to avoid on-site nesting. The Applicant would use the existing soils and perimeter vegetation to reduce erosion. Fencing will assist to keep big game on the perimeter of the site. The Applicant has consulted with the Oregon Department of Fish and Wildlife to minimize impacts to wildlife and habitat.***

***The Applicant may make partial use of City water for dust control to minimize impacts to the ground water table. The Applicant may also use water from a permitted, existing well on the property during construction for dust control and to clean the panels to optimize the energy produced. Water will be returned to the water table through the soils that filter water quickly. The same type of soils that make the subject property not***

*ideal for agricultural production make the subject property ideal for return of water to the water system through quick filtration.*

*The identified adverse impacts of installing a photovoltaic energy system at the subject site are not significantly more adverse than would result from the same proposal being located in other areas of the County. In other words, if the proposal were sited elsewhere in the County, we would anticipate additional adverse impacts such as visual impacts or construction traffic impacting adjacent residential properties and/or the greater presence of identified Goal 5 resources. (Other sites in the County were not ideal in any case because of the criteria mentioned at the beginning of this section). Siting such a proposed low development density on this site will reduce any large-scale environmental impacts on this or adjacent properties.*

*The County's air, water and land resource policy in the Comprehensive Plan is to "encourage non-pollutant industries to locate in Crook County" P. 23. The photovoltaic energy system will generate electricity without polluting air or water resources in the County.*

#### **Economic**

*The original and amended proposals do not require extension of public services such as water, sewer or roads. The project will be accessed via an existing access from State Highway 126. The project will not generate additional traffic that would warrant improving any additional roads in the area. Th Applicant will work with Crook County Fire and Rescue to address potential costs to the district.*

*The subject property has not been utilized as a commercial agricultural operation, has not been farmed, does not receive irrigation water, and is very infrequently used for cattle grazing due to its present use as an alkali stabilized domestic septage facility, there is little long-term economic impact on the general area caused by the removal of land from the agricultural resource base. Furthermore, the project is not irreversible; the photovoltaic energy system may be removed per the submitted Decommissioning Plan and used agricultural activities in the future.*

*The County's economic policy in the Comprehensive Plan is "to diversify, stabilize and improve the economy of the county." (p29) The long-term economic benefit of the proposed expansion would be both direct and indirect. During construction the project will employ approximately 100 full-time-equivalent workers, some of whom will be from the surrounding area. During operations, the project will employ approximately two to four full-time-equivalent employees. There will be indirect benefits to businesses such as restaurants, hotels, gas stations, grocery stores and equipment suppliers.*

*Additionally, the proposal may help support the ability of the County to attract additional data center development because of the increased local renewable electricity generation. Oregon Senate Bill 611 allows local jurisdictions to attract data centers and inherently recognizes that data centers may prefer to use locally generated electricity. Data centers bring jobs and tax revenue to the area. The County has been a supporter of data centers as one part of an engine to support rural communities' economic stability. And the County prefers data centers and other employers to locate on industrial-zoned property rather than proposals such as this photovoltaic energy system. In this way, they can concentrate public services within the City of Prineville.*

## Social

*When addressing the social impacts of a project, it is helpful to analyze the potential impacts to nearby residences. There are four residences in the vicinity, three are located near the western boundary of the project and one on the eastern side. The impacts to these dwellings would be minimal as the Applicant agrees that all facility equipment will be setback 100-feet from the property line as required by Crook County Code. The facility substation is proposed to be located in the southeast corner of the site. There are no residences anywhere near that portion of the subject property. The associated transmission lines will also be located in the southeast corner, away from existing residential development.*

*Additionally, the overall long-term social benefits of the proposal would be stability and growth of a few long-term direct and mostly indirect employment opportunities in an area that currently suffers from high unemployment levels.*

## Energy

*Energy efficiencies are realized by transmitting the energy production to growing energy users in the immediate Prineville area. By obtaining water from the City of Prineville, new energy consuming services for water and sewer do not need to be constructed.*

*The first energy principle in the Comprehensive Plan states "Prineville and Crook County receive about 300 days of sunshine per year. Solar energy will be a very feasible source of energy." P. 30. Other renewable generation including hydropower, biomass, wind and geothermal were not determined to be as feasible. The first energy policy in the Comprehensive Plan is "to encourage renewable and/or efficient energy systems design, siting and construction materials in all new development and improvements in the county", and the fourth energy policy is to regulate objects from casting shadows on existing solar collecting units. P. 34.*

*The long-term environmental, economic, social and energy consequences resulting from locating the proposed use at the proposed site is less than they would be at any other location in the county. No adverse impacts have been identified for the proposed site that would be significantly more adverse than if the proposal was sited elsewhere in Crook County.*

4. Finally, the local jurisdiction must find that "the proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts." See OAR 660-004-0020(2)(d).

*The findings for Section 2 of this document support the fact that the proposed use is compatible with other adjacent uses or will be rendered through measures such as the Farming Practices Waiver. The proposed Project is consistent with the comprehensive plan and objectives of the zoning ordinance. Specifically, Crook County's Comprehensive plan includes the following policies:*

*Air, Water and Land Resource Policies: Encourage non-pollutant industries to locate in Crook County.*

*Economic Policies: To diversify, stabilize and improve the economy of the County.*

*Energy - The comprehensive plan includes the following statement regarding solar energy production: "Prineville and Crook County receive about 300 days of sunshine per year. Solar energy will be a very feasible source of energy."*

*"To encourage renewable and/or efficient energy systems design, siting and construction materials in all new development and improvements in the County."*

***The Planning Commission received no testimony regarding the requested exception to Goal 3 and finds that the standards for granting an exception to Statewide Planning Goal 3 have been met.***

## **PUBLIC COMMENTS**

The Planning Commission held a public hearing on the proposed conditional use request on May 13, 2020. The Commissioners heard testimony from the Applicant and Greg Jackle, Oregon Department of Fish and Wildlife. Written testimony was submitted in a joint letter from ODFW and DLCD (Exhibit 6). Testimony focused on the wildlife conservation plan and proposed mitigation measures. No one testified against the subject project. Testimony regarding mitigation is summarized above. The Planning Commission made a motion to approve the request and to accept the Applicant's mitigation plan (Exhibit 4). The Commission closed the public hearing and continued the hearing for deliberation only to May 27, 2020.

Commissioner Ponte was unable to attend the hearing and submitted comments to staff regarding the proposed project. He has concerns regarding wildlife impacts due to the size of the project but acknowledged that the existing powerline easement provided a migratory route. He agreed with ODFW's concerns regarding the lack of specificity regarding mitigation plan implementation.

Commissioner Lundquist raised concerns regarding the lack of mitigation for the entire project acreage. He did not think that the Applicant should be able to choose to mitigate for only a portion of the acreage. He suggested that the Applicant appeared unwilling to work with ODFW. Staff noted that the original application was approved with no mitigation required and without comment from ODFW. None of the property has been mapped as big-game habitat although several Commissioners and staff noted the use of the property for several wildlife species. Staff noted that the Applicant was only able to apply for the increased acreage due to passage of House Bill 2329 by the state legislature (effective January 1, 2020). This provision allows local governments to review projects greater than 320 acres. It also requires applicants to consult with ODFW regarding potential impacts to wildlife. The Commissioners discussed the mitigation ratio and the majority of commissioners agreed to the 1:1 mitigation ratio proposed in the Applicant's mitigation plan.

## **CONCLUSION**

The Applicant provided a burden of proof statement and supporting evidence describing the proposed amendment of the current conditional use permit to expand the approved solar facility (217-19-000029-PLNG) to include an additional 334 acres. The Planning Commission finds that the information provided by the Applicant and information in the staff report and findings, demonstrate that the Project meets the applicable criteria of the Crook County Comprehensive Plan, the Crook County Code, Oregon Revised Statutes (including provisions of 2019 House Bill 2329) and the Oregon Administrative Code. All conditions of approval, including those from the original application, are included. Some conditions have been added and other conditions modified to address the expanded site. This conditional use approval expires four years from the date of the signed decision.

DATED THIS 2<sup>nd</sup> DAY OF June 2020



Michael Warren, Planning Commission Chair



Ann Beier, Planning Director

**NOTICE TO PERSONS PROVIDING TESTIMONY**

The above approval may be appealed in writing to the Crook County court no later than 4:00 p.m. on June 15<sup>th</sup>, ~~2018~~<sup>2020</sup> (twelve calendar days from the effective date of this approval) on payment of an appeal fee of \$2000.00 plus 20% of the initial application fee. The appellant must also provide written transcripts of the relevant meeting tapes at the appellant's expense.

Appeals must be submitted to the Crook County planning Department, 300 NE Third Street, Prineville, Oregon, and must be received together with the appeal fee by the Planning Department no later than the above time and date.

Attachments – Site Map  
Soils

- cc: Oregon Department of Energy
- Oregon Department of Fish and Wildlife
- Military Departments
- Confederated Tribes of the Warm Springs Reservation of Oregon
- Oregon State Historic Preservation Office
- Crook County Fire and Rescue
- County Departments

Notice of the May 13, 2020 public hearing was sent to property owners within 750' of the subject properties



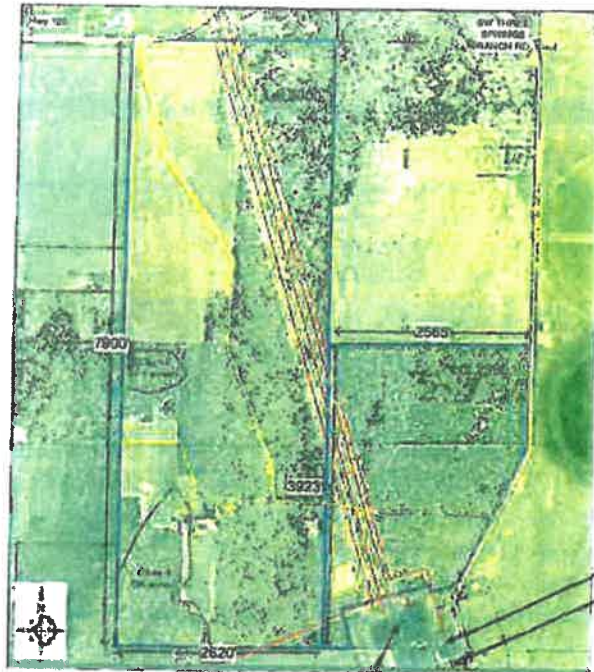
Attachment A-1  
 217-20 000375 - PLNG

**Site Plan: Present Overview TL 2800 & 3000**

**GENERAL NOTES**

1. DISTANCES, LOCATIONS, AND ROUTING OF ASSOCIATED TRANSMISSION LINES AND ACCESS ARE APPROXIMATE AND SUBJECT TO APPLICANT'S FINAL DESIGN.
2. SOLAR PV FACILITIES SUBJECT TO APPLICABLE ACREAGE RESTRICTIONS.
3. TOTAL FACILITIES SITING AREA CONSIDERED IS LESS THAN 664 ACRES. TOTAL ARABLE LANDS CONSIDERED ELIGIBLE LESS THAN 20 ACRES. NO HIGH VALUE FARMLAND.
4. SETBACK REQUIREMENTS SHALL CONFORM TO CROOK COUNTY STANDARDS FOR PARCELS ZONED EPU-3 INCLUDING TAX LOT BOUNDARIES.
5. LOT 3000 CONTAINS EXISTING RESIDENCE AND BUILDINGS USED IN SUPPORT OF EXISTING PERMITTED USES.

- Legend**
- Tax Lot Boundaries
  - Existing Transmission ROW/ Easements
  - Existing Access/Driveways
  - Existing State and Private Roads
  - Existing BPA/PGE and PAC 115 and 500KV Transmission lines and associated easements
  - Existing residential power line
  - Existing Buildings



Existing PAC Ponderosa Substation  
 New PAC Cornal Substation  
 (under construction)

Existing BPA Ponderosa Substation

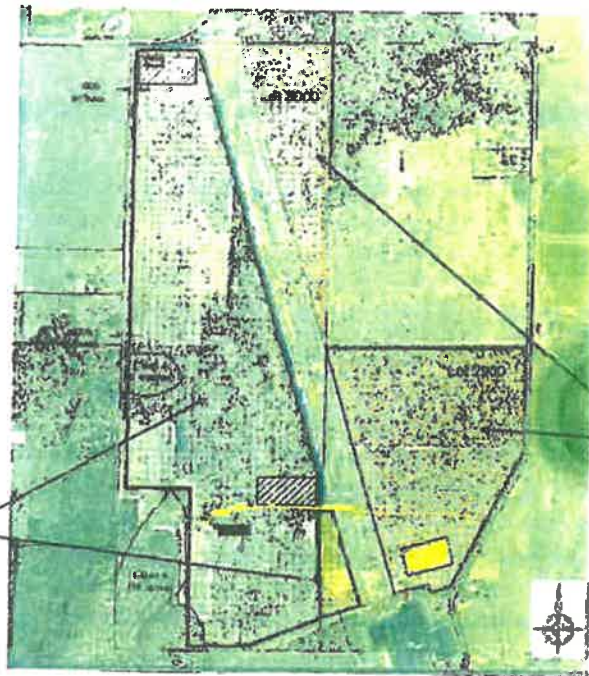
<p>Scale:          North Arrow          Feet 1" = 400 Feet and 1/4" = 100 Feet</p>	<p>Prepared by: West Pyramus Solar Farm LLC</p>	<p>DATE: 11/14/10          SHEET: 1 OF 1          TITLE: SITE PLAN INITIAL</p>
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**Site Plan: PV Facility Siting Area**



**Legend**

- Modified Access Roads
- Existing Access Road
- PV Facility Siting Area (orig)
- Temporary Laydown Yard(s)
- Temporary Construction Trailer Options
- Substation Facility Transmission Line
- Substation Facilities Siting Area
- Added PV Facility Siting Area



**GENERAL NOTES**

1. DISTANCES, LOCATIONS, AND ROUTING OF ASSOCIATED TRANSMISSION LINES AND ACCESS ARE APPROXIMATE AND SUBJECT TO APPLICANT'S FINAL DESIGN.
2. SOLAR PV FACILITIES SUBJECT TO APPLICABLE ACREAGE RESTRICTIONS. TOTAL PV FACILITIES SITING AREA CONSIDERED IS LESS THAN 654 ACRES AFTER SETBACK RESTRICTIONS APPLIED. TOTAL ARABLE LANDS CONSIDERED ELIGIBLE LESS THAN 20 ACRES. NO HIGH VALUE FARMLAND.
3. SETBACK REQUIREMENTS SHALL CONFORM TO CROOK COUNTY STANDARDS FOR PARCELS ZONED EFU-3.

Original Areas for PV Facility Siting

Expanded Areas for PV Facility Siting

Title: Location: (City, Co.) Date: (Month/Day/Year)	Prepared by: (Name) (Title) Date: (Month/Day/Year)	Scale: Drawing No.: Revision:
---	---	-------------------------------------



A Hachisud A-3

**Site Plan: Example Solar PV Facility**  
(for illustrative purposes only)

**GENERAL NOTES**

1. DISTANCES, LOCATIONS, AND ROUTING OF ASSOCIATED TRANSMISSION LINES AND ACCESS ARE APPROXIMATE AND SUBJECT TO APPLICANT'S FINAL DESIGN.
2. SOLAR PV FACILITIES SUBJECT TO APPLICABLE ACREAGE RESTRICTIONS. TOTAL PV FACILITIES SITING AREA CONSIDERED IS LESS THAN 654 ACRES. TOTAL ARABLE LANDS CONSIDERED ELIGIBLE LESS THAN 20 ACRES. NO HIGH VALUE FARMLAND.
3. SETBACK REQUIREMENTS SHALL CONFORM TO CROOK COUNTY STANDARDS FOR PARCELS ZONED EPU-3.
4. PV STRUCTURES LAYOUTS ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. TRACKER ROWS RUN NORTH SOUTH, FIXED RACKS RUN EAST-WEST. ACTUAL LOCATION SUBJECT TO FINAL DESIGN.
5. DRAWING NOT TO SCALE.



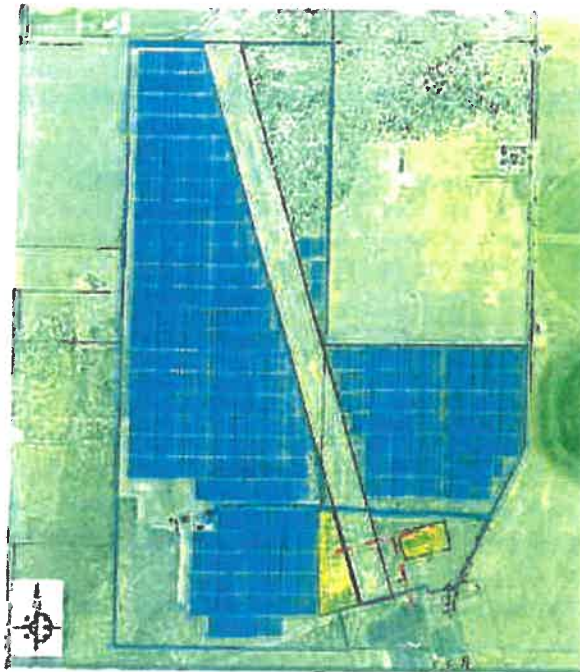
ZOOMED IN VIEW OF MODULE/ TRACKER ROWS



15'-25'



Row-to-Row distance may vary and be increased or decreased in final design.

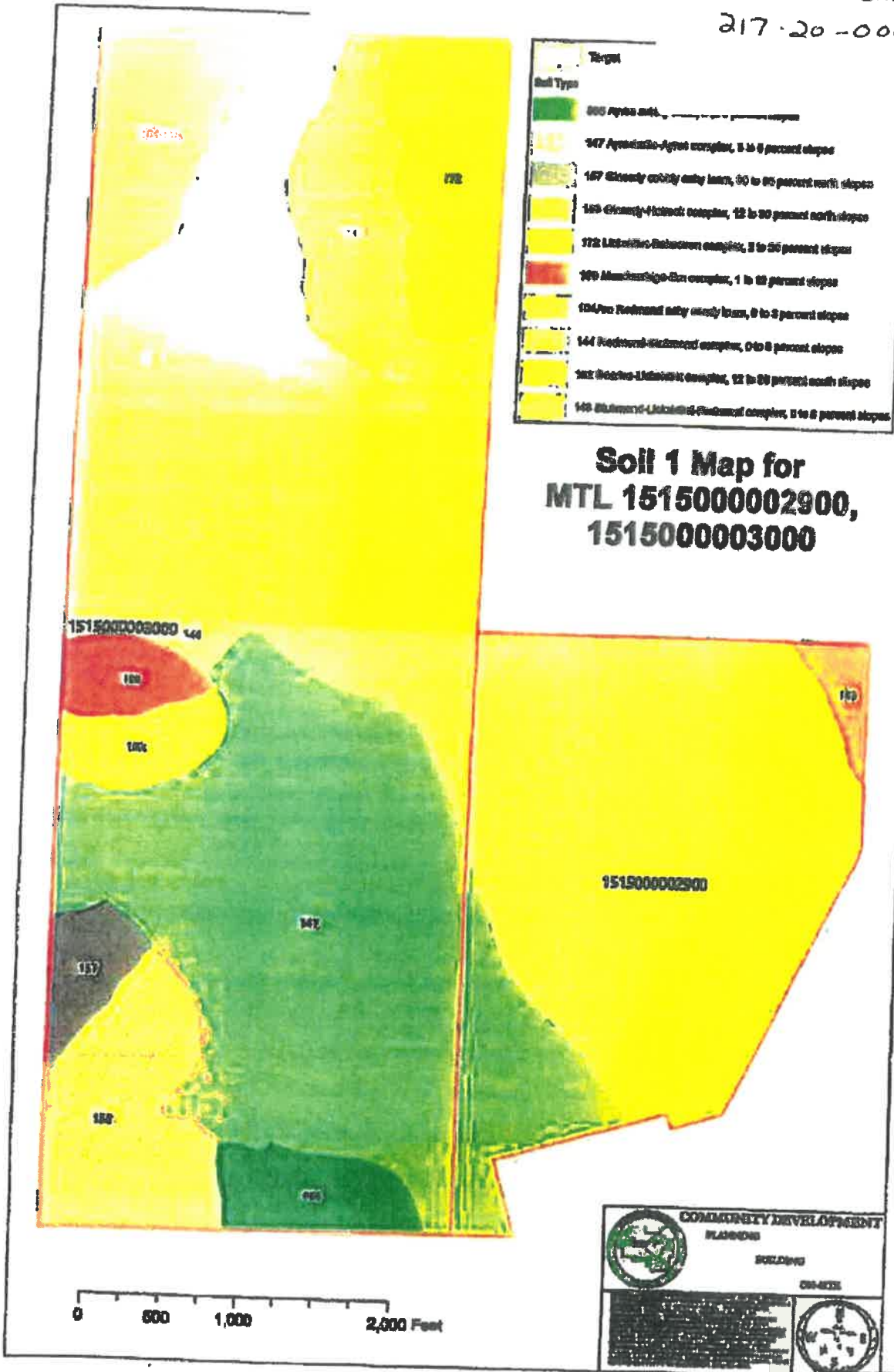


**Legend**

- Access Roads (existing access)
- Facility Transmission Line
- PV Tracker rows
- Facilities Substation Siting Area

<b>DATE:</b> November 2014 000121 000000 0001 0001 0001		TITLE: 0001 0001 0001 0001
		PROJECT NO: 0001 0001 0001 0001
PROJECT NO: 0001 0001 0001 0001	PROJECT NO: 0001 0001 0001 0001	PROJECT NO: 0001 0001 0001 0001

A Attachment C Soils  
 217-20-000375-  
 PLNG



# Crook County Counsel's Office

Mailing: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919  
Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: John Eisler, Crook County Legal Counsel's Office

DATE: September 9, 2020

RE: RFP for AHV Hypervisor Implementation  
Our Files No.: GIS 92

The County submitted invitations to bid on an AHV Hypervisor Implementation on August 15, 2020. The bid closing was Thursday, September 3. There were no bidders present during the opening, but the County received two bids:

- CDWG - \$179,188.43
- SHI International Corp. - \$191,342.44

The solicitation included hardware consisting of three nodes built into an AHV HCI cluster, three years of software licensing and hardware support, training, and cloud-based recovery. My apologies to the IT Department, but my understanding of this service is to provide a split in physical server hardware into virtual servers. This specific software is known as Nutanix. Nutanix is the preferred choice because they're hardware vendor neutral, with intuitive software, hardware redundancies, and cloud back-up. In English, I believe that means it makes it easier for the County to store data safely and securely with everything backed up in case something goes wrong.

Though CDWG was the lowest responsible bidder, the bid *did* contain some minor informalities. CDWG forgot to include a separate form certifying things such as a statement that the bidder was a resident bidder and a certification of non-discrimination. Our contracting code, at 3.12.250 permits the County to waive minor informalities if the bid contains evidence that the bidder intends to be bound by the bid. That provision should apply in this case, as CDWG is the lowest responsible bidder in the best interests of the County. Troy Poncin recommends awarding the contract to CDWG; I concur.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, September 15, 2020 County Court Agenda as a DISCUSSION ITEM, for approval and signatures**

Approved this 16<sup>th</sup> day of September 2020.

CROOK COUNTY COURT

Seth Crawford  
County Judge

Jerry Brummer  
County Commissioner

Brian Barney  
County Commissioner

11

# BIDDER'S SUBMITTAL

RECEIVED

AUG 31 2020

COUNTY ADMINISTRATION

*[Handwritten signature]*



**PRINEVILLE, OREGON 97754**

**PROJECT NAME: AHV Hypervisor Implementation**

**CONTRACT NO: Crook-2020-01-IT**

**BID DUE: 2:00 PM on Thursday, September 3, 2020**

**BID OPENING: 3:00 PM on Thursday, September 3, 2020**

**AWARD DATE & TIME: Wednesday, September 16, 2020  
(estimated time: 9:00 AM)**

**Maurice Dixon/CDWG**

**BIDDER'S NAME**

## **BID PACKET INFORMATION**

### **Purchase of Acropolis Hypervisor Hyperconverged Infrastructure Server, Licensing, and Xi Leap Cloud Infrastructure Crook County, Oregon**

#### **PROJECT INFORMATION**

**Project Name:**        **AHV Hypervisor Implementation**  
**Date of Issue:**        August 15, 2020  
**Project Owner:**        Crook County, Oregon  
**Department:**            Crook County IT Department

#### **PROCUREMENT TIMETABLE**

- A. Procurement documents for bidding will be available: August 15, 2020, at 7:00 a.m.
- B. Bid closing date and time: **Thursday, September 3, at 2:00 p.m.** local time as determined by the official clock located in the Crook County Administration office.
- C. Bid opening date, time and location: Bids will be publicly opened and read aloud on **Thursday, September 3 at 3:00 p.m.** local time at the Crook County Administrative Office. All bids will be announced at that time.
- D. Contract Award: Final award will be announced during County Court on **Wednesday, September 16, 2020 (estimated time 9:00 a.m.)**
- E. The County reserves the right to change this schedule or terminate the entire procurement process at any time.

#### **PROCUREMENT DOCUMENTS**

Availability of Documents: Bid packets will be available at Crook County Administration Office, 203 NE Court Street, Prineville, Oregon 97754, by calling (541) 447-6555, and online at <https://co.crook.or.us/Departments/Administration/BidInformation/tabid/2000/Default.aspx>

#### **BIDDER'S REPRESENTATIONS**

The bidder by making a bid represents that:

- A.        The bidder has read and understands the bidding documents and contract documents. The bidder has asked the County all questions necessary to clarify any ambiguity, vagueness, or inconsistency it perceives may exist in the bidding documents or contract documents.
- B.        The proposal is made in compliance with the documents.
- C.        The bid is based upon the materials, equipment, and systems required by the bidding documents without exception.

D. Bidder has used complete sets of bidding documents in preparing bids; County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

### ADDENDA

This Bidder's Packet may be changed only by a written addendum issued by the County. When an addendum is issued, it shall be posted to the County's website at <https://co.crook.or.us/Departments/Administration/BidInformation/tabid/2000/Default.aspx>

Addenda shall be posted on the Crook County website under "Bid Information" not later than five (5) calendar days prior to the date fixed for the closing of bids on **Thursday, September 3, 2020, at 2:00 p.m.** Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Prior to submitting a bid, each bidder shall ascertain that the bidder has received all addenda issued.

### BIDDING PROCEDURES; PREPARATION OF BIDS

A. Bidding documents are to be addressed to **Crook County Judge Seth Crawford**, and received at the Crook County Administration Office by mail to: 300 NE Third Street; or by hand delivery to 203 NE Court Street, Prineville, Oregon 97754, no later than **Thursday, September 3, 2020, at 2:00 p.m.** Bids will be opened at the Administration Office, at **3:00 p.m. on Thursday, September 3, 2020.**

B. **Bidding documents must be submitted in a sealed envelope and plainly marked on the outside showing the name of the bidder, name of the project, contract number (if applicable), the word "BID," and addressed to the attention of: Crook County Judge Seth Crawford.** Any proposals received after **Thursday, September 3, 2020, by 2:00 p.m.**, will not be considered. Postmarks will not be used as a basis for determining timely delivery. Faxed or emailed submittals will not be accepted.

### RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this Bidder's Packet:

- A. Issue addenda.
- B. Request additional information and/or clarification from bidder(s).
- C. Permit the timely correction of errors and waive minor deviations.
- D. To accept the bid and award the contract to the lowest responsible bidder which is in the best interests of the County.
- E. Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation.
- F. Withdraw the request for bids.

- G. Extend the time for submittal of bids and to postpone the acceptance of bids received and the award of the contract for a period not to exceed thirty (30) days.
- H. Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in delivering the goods and services desired by the County.
- I. Take whatever other action it deems best in its interest.
- J. The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria.
- K. To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities.
- L. The request for bids does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation.
- M. All proposals and bids shall become the property of the County and will not be returned to the bidder.
- N. This invitation does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any services or supplies. The County reserves the right to accept or reject any or all responses to the invitation, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel the request for bids, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this invitation are entirely voluntary and made with this knowledge.
- O. It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, and physical or mental disability.

**PROJECT COORDINATOR POINT OF CONTACT**

Questions should be directed to Troy Poncin, Crook County IT Director, 422 NW Beaver St., Prineville, Oregon 97754; Telephone: (541) 416-3930 or email [troy.poncin@co.crook.or.us](mailto:troy.poncin@co.crook.or.us) .

**PREVAILING WAGE RATE**

This is **not** a public work contract subject to State Prevailing Wage Rate or the Federal Prevailing Rate of Wage required under the Davis-Bacon Act (40 USC § 3141 et seq.).

**SUBMISSION OF BIDS**

A successful bid shall provide the minimum information requirements as follows:

- A. Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this Bidder's Packet.
- B. A statement identifying whether or not the bidder is "resident bidder" as defined in ORS

279A.120(1).

- C. Contractor's certification of non-discrimination in obtaining required subcontractors in accordance with ORS 279A.110(4).
- D. The bidder shall provide **complete answers** to the proposal by completing the **Bidder's Submittal (Attachment 1)** attached hereto and incorporated herein by reference.

### **COMPLIANCE WITH APPLICABLE LAWS**

By submitting a proposal, bidder certifies conformance with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including without limitation:

- (I) Titles VI and VII of the Civil Rights Act of 1964 as amended;
- (II) Title V and Section 503 and 504 of the Rehabilitation Act of 1973 as amended;
- (III) The Americans and Disabilities Act of 1990 as amended by ORS 659.425;
- (IV) The Health Insurance Portability & Accountability Act of 1996;
- (V) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- (VI) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- (VII) All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;
- (VIII) All regulations and administrative rules established pursuant to the foregoing laws; and
- (IX) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated.

### **HOLD HARMLESS**

The bidder agrees to indemnify, defend and hold the County, its elected officials, agents, officers, and employees, harmless and defend all damages, losses and expenses included, and to defend all claims, proceedings, lawsuits and judgments arising out of or relating from the fault of the bidder, the bidder's agents, representatives or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.

The bidder shall not permit any lien or claim to be filed or prosecuted against the County in connection with this contract and agrees to assume responsibility should lien or claim be filed.

### **BID SECURITY**

No bid security is required for this solicitation.

### **EVALUATION AND ACCEPTANCE OF BID (AWARD)**

It is the intent of the County to award a contract to the lowest qualified bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, is judged to be reasonable, and



does not exceed the funds available. Any protest of award must be filed with the County within two (2) calendar days of the bid opening. Before commencing work, the successful bidder shall be required to execute a Goods & Services Contract, using substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference.

### **NOTICE OF INTENT TO AWARD**

A notice of intent to award will be posted on the Crook County website at <https://co.crook.or.us/Departments/Administration/BidInformation/tabid/2000/Default.aspx> (“Public Notices/Bid Information”).

### **EXHIBIT LIST**

- A. Goods & Services Contract with Attachments
  - Attachment 1: Bidder’s Submittal
  - Attachment 2: Specifications and Details

## GOODS AND SERVICES CONTRACT

CONTRACTOR: SAMPLE – DO NOT COMPLETE      DATE:       \*      

ADDRESS: \* \_\_\_\_\_  
Street Address                      City                      State                      Zip

PHONE NUMBER: \* \_\_\_\_\_      EMAIL: \* \_\_\_\_\_

The signing of this Contract (Agreement) by **CONTRACTOR** name above and Crook County, a political subdivision of the State of Oregon (**COUNTY**), authorizes **CONTRACTOR** to deliver the goods described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** The goods described below are to be provided by **CONTRACTOR** in connection with a Project identified as follows: Purchase of Acropolis Hypervisor Hyperconverged Infrastructure Server, Licensing, and Xi Leap Cloud Infrastructure.
2. **DURATION:** This Agreement shall run from date of execution through completion of the license terms of the hardware and software described on Attachment 2 unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** **CONTRACTOR** shall supply the following for purchase: The equipment, software, and services described on Attachment 2 *See Also*, paragraph 6 below.
4. **FEE FOR SERVICES:** **CONTRACTOR**'s fee for the goods identified in paragraph 3 shall be: A fee amount based on the Bidder Submittal (Attachment 1).
5. **EXTRA SERVICES:** **CONTRACTOR** may also perform Extra Services (services not specified under Scope of Services), provided **CONTRACTOR** and **COUNTY** have agreed in advance and in writing to the scope and fees for such Extra Services.
6. **ATTACHMENTS:** The original Bidder's Proposal is incorporated herein and by reference made a part hereof, as well as the following documents that are attached to this Agreement:
  - Special Environmental Provisions
  - Bidder Submittal (**Attachment 1**)
  - Specifications & Details (**Attachment 2**)

### STANDARD PROVISIONS

7. **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 supplying the goods. **CONTRACTOR** will not be paid until a fully completed W-9 form is submitted.
8. **INDEPENDENT CONTRACTOR:** It is understood and agreed that **CONTRACTOR**, while supplying goods pursuant to this Agreement, is at all times acting and performing as an independent **CONTRACTOR**.

9. **TAX DUTIES AND LIABILITIES:** Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by **COUNTY**. **CONTRACTOR** is responsible to pay, according to law, **CONTRACTOR**'s income tax and self-employment tax, if applicable.
10. **CONFIDENTIALITY:** During the course of supplying of goods 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.
11. **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.
12. **PAYMENT BY COUNTY:** **COUNTY** will pay invoices on the 10<sup>th</sup> or 25<sup>th</sup> days of the month based upon date the invoice is received.
13. **INDEMNIFICATION:** **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of **CONTRACTOR**, its employees, servants or agents.
14. **COMPLIANCE WITH THE LAWS:** **CONTRACTOR** agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
15. **PROTECTION OF PERSONAL 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.
16. **CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING:** Pursuant to ORS 279B.220, **CONTRACTOR** shall:
  - (a) Make payment promptly, as due, to all persons supplying to the **CONTRACTOR** labor or material for the performance of the work provided for in the Agreement;
  - (b) Pay all contributions or amounts due the Industrial Accident Fund from the **CONTRACTOR** or subcontractor incurred in the performance of the Agreement;
  - (c) 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; and
  - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

17. **CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION:** Pursuant to ORS 279B.230, **CONTRACTOR** shall:
  - (a) Promptly, as due, make payment to any person, copartnership, 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 monies 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; and
  - (b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
18. **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.
19. **AMENDMENTS:** This Agreement may be supplemented, amended, or revised only in writing signed by both parties.
20. **ASSIGNMENT:** **CONTRACTOR** may not assign this Agreement, in whole or in part, without the prior written consent of **COUNTY**.
21. **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.
22. **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.
23. **TERMINATION:**
  - (a) 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;
  - (b) Notwithstanding any other provision of this Agreement, **COUNTY** shall not be obligated for the **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 Court appropriates funds for this Agreement in **COUNTY**'s budget for such future fiscal year.

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

24. **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.

25. **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 in this Bidder's Proposal.
26. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
27. **SEVERABILITY:** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
28. **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.
29. **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.
30. **COUNTERPARTS:** This Goods and 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.

**CONTRACTOR and COUNTY** acknowledge that they are in agreement with the terms and conditions set forth in this Goods and Services Contract.

ACCEPTED FOR CONTRACTOR

ACCEPTED FOR CROOK COUNTY

\*

\_\_\_\_\_  
 \_\_\_\_\_  
 (printed name)

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

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

\_\_\_\_\_  
 Seth Crawford, Judge  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Jerry Brummer, Commissioner  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Brian Barney, Commissioner  
 Date: \_\_\_\_\_

**BIDDER'S SUBMITTAL**

Instructions: The County will only accept bids which meet all the specifications and details listed in Attachment 2. Bids which propose only some specifications and details will not be accepted unless no other bids are received.

Be certain to sign this Submittal where indicated. This Bidder's Submittal serves as **Attachment 1** to the Contract.

EQUIPMENT/LICENSES/SERVICES	PRICE
Hardware/equipment: <ul style="list-style-type: none"> <li>• Three <b><u>NX-8155-G7-6244-CM</u></b> HCI nodes built into an AHV HCI cluster each with the following hardware:                             <ul style="list-style-type: none"> <li>▪ Eight <b><u>C-HDD-8TB-3.5-CM</u></b> hard disk drives.</li> <li>▪ Four <b><u>C-SSD-3840GB-3.5-A-CM</u></b> solid state drives.</li> <li>▪ Sixteen <b><u>C-MEM-32GB-2933-A-CM</u></b> sticks of RAM.</li> <li>▪ One <b><u>C-NIC-10GSFP2-A-C</u></b> network adapter.</li> </ul> </li> </ul>	54420.96
Software/licenses/support: <ul style="list-style-type: none"> <li>• Thirty-six months of S-HW-PRD hardware support for each node and each node's components. <span style="float: right;">9286.20</span></li> <li>• Thirty-six months of SW-AOS-DATAENC-PRD-3YR AOS data encryption and production support base licensing for the HCI cluster. <span style="float: right;">4974.20</span></li> <li>• Thirty-six months of L-CORES-DATAENC-PRD-3YR AOS data encryption and production support for each CPU core in the HCI cluster. <span style="float: right;">0</span></li> <li>• Thirty-six months of L-FLASHTiB-DATA ENC-PRD-3YR AOS data encryption and production support for each TiBS of flash distributed across the HCI cluster. <span style="float: right;">0</span></li> <li>• Thirty-six months of SW-AOS-PRO-PRD-3YR for AOS Pro licensing and production support for the entire HCI cluster. <span style="float: right;">38606.96</span></li> <li>• Thirty-six months of L-CORES-PRO-PRD-3YR for AOS Pro licensing and production support per each CPU core in the HCI cluster. <span style="float: right;">0</span></li> <li>• Thirty-six months of L-FLASHTiB-PRO-PRD-3YR for AOS Pro licensing and production support per TiB of flash in the HCI cluster. <span style="float: right;">0</span></li> </ul>	
Cloud-based Recovery services: <ul style="list-style-type: none"> <li>• Thirty-six months of Xi-Leap (Xi) licensed for the total core count of the HCI cluster. <span style="float: right;">65465.19</span></li> </ul>	
<b>TOTAL</b>	179,188.43

Please answer / affirm the following statements on separate pages and attach to the Bidder Submittal.

A. Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this Bidder's Packet.

B. A statement identifying whether or not the bidder is "resident bidder" as defined in ORS 279A.120(1).

C. Contractor's certification of non-discrimination in obtaining required subcontractors in accordance with ORS 279A.110(4).

D. The successful bidder will be required to carry public liability insurance and worker's compensation insurance at all times. The successful bidder will, *not later than the date of execution of the contract*, and prior to the commencement of the work, deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and Goods and Services Contract.

E. Contractor will obtain all necessary operating permits and licenses to do the work, and shall carry insurance as required by the County.

G. Contractor possesses an unexpired certificate issued by the Oregon Department of Administrative Services issued under ORS 279A.167 unless Contractor is exempt under ORS 279B.110.

**The name of the Contractor who is submitting this Proposal is:**

Bidding Firm: CDWG


Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061

Date: 8/28/2020 Phone Number: 312-705-8811

Email: maudixo@cdwg.com

**This is the address to which all communications concerning this Proposal shall be sent.**

IN WITNESS HERETO, the undersigned has set his/her hand this Friday of August, 28th, 2020.

  
\_\_\_\_\_  
Signature of Contractor  
Maurice Dixon  
\_\_\_\_\_  
Print Name

Title: Account Manager

**SPECIFICATIONS AND DETAILS**

**Purchase of Acropolis Hypervisor Hyperconverged Infrastructure Server, Licensing, and  
Xi Leap Cloud Infrastructure  
Crook County, Oregon**

Crook County IT is requesting bids for an Acropolis Hypervisor (AHV) Hyperconverged Infrastructure Server (HCI) and licensing that meets the following requirements:

Hardware:

- Three **NX-8155-G7-6244-CM** HCI nodes built into an AHV HCI cluster each with the following hardware:
  - Eight **C-HDD-8TB-3.5-CM** hard disk drives.
  - Four **C-SSD-3840GB-3.5-A-CM** solid state drives.
  - Sixteen **C-MEM-32GB-2933-A-CM** sticks of RAM.
  - One **C-NIC-10GSFP2-A-C** network adapter.

Software Licensing and Hardware Support:

- Thirty-six months of **S-HW-PRD** hardware support for each node and each node's components.
- Thirty-six months of **SW-AOS-DATAENC-PRD-3YR** AOS data encryption and production support base licensing for the HCI cluster.
- Thirty-six months of **L-CORES-DATAENC-PRD-3YR** AOS data encryption and production support for each CPU core in the HCI cluster.
- Thirty-six months of **L-FLASHTiB-DATA ENC-PRD-3YR** AOS data encryption and production support for each TiBS of flash distributed across the HCI cluster.
- Thirty-six months of **SW-AOS-PRO-PRD-3YR** for AOS Pro licensing and production support for the entire HCI cluster.
- Thirty-six months of **L-CORES-PRO-PRD-3YR** for AOS Pro licensing and production support per each CPU core in the HCI cluster.
- Thirty-six months of **L-FLASHTiB-PRO-PRD-3YR** for AOS Pro licensing and production support per TiB of flash in the HCI cluster.

Training:

- Two **EDU-C-ADM5-NTC** AOS and AHV training seats.

Cloud-based disaster recovery:

- Thirty-six months of Xi-Leap (Xi) licensed for the total core count of the HCI cluster.
  - 10% of AHV virtual machines (VM) on the Xi premium protection tier.
  - 90% of AHV VMs on the Xi advanced protection tier.
  - All Xi storage will be on Xi hosted hardware.
  - 30TB a month of data transfer between environments.
  - Licensed for 3 live VMs in Xi environment with 12vPCU, 20GB of Ram, and 400GB of storage to be used by these live hosts.
  - Four public IPs for Crook County's Xi environment.
  - VPN for secure access to and from the Xi datacenters.
  - Setup assistance.



# Crook County Counsel's Office

Mailing: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919  
Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: Crook County Counsel's Office

DATE: September 1, 2020

RE: Landfill Facilities Entrance/Improvements RFP  
Our File No.: Landfill # 103(A)

In May of this year, the County published an RFP for a project to renovate and improve the landfill entrance and scale facilities, with the goal of modernizing the equipment and creating greater efficiencies. The County received one bid from Griffin Construction for \$771,000.00. That bid was 35 percent over the high end of the engineer's estimate (\$507,870.00 to \$648,300.00.)

After consultation with the County's project engineer, the RFP was cancelled.

A new RFP was published in August 2020 and Great West Engineering (the engineer on this project) provided a recommendation letter to award the contract to the only responsive bidder, Anderson Construction Company of Oregon, LLC (Anderson), located in Eugene, enclosed herein. Anderson's total bid is \$588,910.00, which is much closer to the engineer's estimate.

According to Great West, the Bid from Anderson contained all the required documentation called for in the RFP. I recommend awarding Crook County Landfill's Entrance Facilities Improvements project to Anderson Construction Company of Oregon, LLC as the lowest responsive, responsible bidder.

***Please place this memo and the attached document(s) on the Wednesday, September 16, 2020 County Court Agenda as a DISCUSSION ITEM.***

Approved this 16<sup>th</sup> day of September 2020.

CROOK COUNTY COURT

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

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

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

**BOISE**  
3050 N. Lakeharbor Lane  
Suite 201  
Boise, ID 83703  
208.576.6646  
[www.greatwesteng.com](http://www.greatwesteng.com)



September 1, 2020

Jeff Merwin  
Crook County  
300 NE 3rd Street  
Pineville, OR 97754

**RE: CCLF Entrance Facilities Improvements Project Bidding**

Dear Jeff:

We have reviewed the bid received on August 27, 2020 from the single contractor for construction of the above referenced project. The responsive bidder is Anderson Construction Company of Oregon, LLC. with a total bid of \$588,910.00.

The bid package submitted contained all the required documentation listed in the project specifications.

This letter serves as Great West Engineering's recommendation to award the Crook County Landfill Entrance Facilities Improvements Project to Anderson Construction Company of Oregon, LLC. If you have any questions, please do not hesitate to contact me at 208-576-6665.

Sincerely,

**Great West Engineering, Inc.**

Michelle Langdon, PE  
Project Manager

Encl.

Bid Tabs

**BILLINGS**  
6780 Trade Center Ave.  
Billings, MT 59101  
406.652.5000  
Fax 406.248.1363

**GREAT FALLS**  
702 2nd Street South #2  
Great Falls, MT 59405  
406.952.1109

**HELENA**  
2501 Belt View Dr.  
PO Box 4817  
Helena, MT 59604  
406.449.8627

**SPOKANE**  
9221 N. Division St.,  
Suite F  
Spokane, WA 99218  
509.413.1430



**Bid Tabs**  
**Crook County Landfill**  
**Entrance Facilities Improvements**  
**(Contract No. 2020-LF-01)**

ITEM	Quantity	Unit	Engineer's Estimate		Anderson Construction Company		Total Price	Unit Price	Total Price	Difference (Avg. Bid - Eng. Est)
			Unit Price	Total Price	Unit Price	Total Price				
<b>Base Bid Items</b>										
A-1 General Conditions	1	LS	\$ 25,193	\$ 25,193	\$ 54,500	\$ 54,500	\$ 54,500		\$ 54,500	\$ 29,307
A-2 Temporary Facilities & Controls, Survey, and Contractor Quality Control	1	LS	\$ 35,271	\$ 35,271	\$ 13,500	\$ 13,500	\$ 13,500		\$ 13,500	\$ (21,770.50)
<b>Schedule A Total</b>										
B-1 Site Preparation	1	LS	\$ 28,750	\$ 28,750	\$ 28,000	\$ 28,000	\$ 28,000		\$ 28,000	\$ (750.00)
B-2 General Site/Yard Work	1	LS	\$ 19,288	\$ 19,288	\$ 24,000	\$ 24,000	\$ 24,000		\$ 24,000	\$ 4,701.85
B-3 Scale and Scaling Accessories	1	LS	\$ 187,418	\$ 187,418	\$ 152,000	\$ 152,000	\$ 152,000		\$ 152,000	\$ (45,418.20)
B-4 Scale Attendant Building	1	LS	\$ 132,976	\$ 132,976	\$ 226,000	\$ 226,000	\$ 226,000		\$ 226,000	\$ 83,024.35
B-5 Site/Yard Electrical and Lighting	1	LS	\$ 46,000	\$ 46,000	\$ 57,500	\$ 57,500	\$ 57,500		\$ 57,500	\$ 11,500.00
B-6 Video Surveillance and Security	1	LS	\$ 40,250	\$ 40,250	\$ 11,000	\$ 11,000	\$ 11,000		\$ 11,000	\$ (29,250.00)
<b>Schedule B Total</b>										
C-1 Gravel Surfacing	110	CY	\$ 28.75	\$ 3,163	\$ 71.00	\$ 7,810	\$ 7,810		\$ 7,810	\$ 4,647.50
C-2 ACP Driving Surfaces	2,050	SF	\$ 10.35	\$ 21,218	\$ 4.00	\$ 8,200	\$ 8,200		\$ 8,200	\$ (13,017.50)
C-3 ACP Non-Driving Surfaces	2,560	SF	\$ 5.75	\$ 14,720	\$ 2.50	\$ 6,400	\$ 6,400		\$ 6,400	\$ (8,320.00)
<b>Schedule C Total</b>										
			<Base Cost>	\$ 39,100	\$ 22,410	\$ 22,410	\$ 22,410		\$ 22,410	\$ (16,690)
			<b>BASE BID AMOUNT</b>	\$ 564,256	\$ 588,910	\$ 588,910	\$ 588,910		\$ 588,910	\$ 24,654.45
			<b>A/E Cost Opinion Accuracy = -10% to +15%</b>	\$ 507,830	\$ 648,894					

# BIDDER'S PROPOSAL



## Crook County Landfill

110 SW Landfill Road  
PRINEVILLE, OREGON 97754

**PROJECT NAME:** Entrance Facilities Improvements

**SUBMITTAL DEADLINE:** Thursday August 27<sup>th</sup> at 4:00 p.m.

**OPENING DATE:** Friday August 28<sup>th</sup> at 10:00 a.m.

**NOTICE OF INTENT TO AWARD:** Wednesday September 16, 2020

**AWARD DATE:** Wednesday September 16, 2020

**BIDDER'S NAME:**

Andersen Construction Company of Oregon, LLC

## **SECTION II**

### **BIDDER'S PROPOSAL DOCUMENTS**

**Bidder's Schedule /Summary of Costs  
Proposal Statement  
Proposal Bond**

**Workers Compensation Insurance Certification  
Insurance Coverage(s) Required  
Identification of Bidder(s) Sureties  
First Tier Subcontractor Disclosure**

**FILL OUT, SIGN, AND SUBMIT SECTION II DOCUMENTS WITH YOUR BID**

**BID SCHEDULE/SUMMARY OF COSTS**

**Crook County Landfill Entrance Facilities Improvements Project  
Contract No.: 2020-LF-01**

Andersen Construction Company of Oregon, LLC  
Name of Bidder

309 W. 4th Ave, Suite 201  
Address

<u>Eugene</u>	<u>OR</u>	<u>97401</u>
City	State	Zip

<u>541.735.3525</u>	<u>rknox@andersen-const.com</u>
Phone #	Email address

**CONTRACT NO. 2020-LF-01**

**PROJECT TITLE: Crook County Landfill Entrance Facilities Improvements Project**

**ADDENDA: Sign to confirm receipt of addenda and list all addenda received.**

Addenda #1 (included with RFP)

ADDENDA #2

\_\_\_\_\_

  
Signature of Bidder

<b>Bid Schedule A – General (Lump Sum Items):</b>				
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Bid Price</b>
A-1	General Conditions	LS	\$ 54,500.00	\$ 54,500.00
A-2	Temporary Facilities & Controls, Survey, and Contractor Quality Control	LS	\$ 13,500.00	\$ 12,500.00
<b>Bid Schedule B – Site/Yard Work (Lump Sum Items):</b>				
B-1	Site Preparation	LS	\$ 28,000.00	\$ 28,000.00
B-2	General Site/Yard Work	LS	\$ 24,000.00	\$ 24,000.00
B-3	Scale and Scaling Accessories	LS	\$ 152,000.00	\$ 152,000.00
B-4	Scale Attendant Building	LS	\$ 226,000.00	\$ 226,000.00
B-5	Site/Yard Electrical and Lighting	LS	\$ 57,500.00	\$ 57,500.00
B-6	Video Surveillance & Security	LS	\$ 11,000.00	\$ 11,000.00
<b>Bid Schedule C – Surfacing (Unit Price Items)</b>				
C-1	Gravel Surfacing	CY	\$ 71.00	\$ 7,810.00
C-2	ACP Driving Surfaces	SF	\$ 4.00	\$ 8,200.00
C-3	ACP Non-Driving Surfaces	SF	\$ 2.50	\$ 6,400.00
<b>Total Bid Price</b>				<b>\$ 588,910.00</b>

**LS: Lump Sum**  
**CY: Cubic Yard**  
**SF: Square Foot**

**\*\*In case of discrepancy between unit prices and totals, the unit price will prevail.**

## PROPOSAL STATEMENT

**Crook County Landfill Entrance Facilities Improvements Project  
Contract No.: 2020-LF-01**

**To the Crook County Court, Crook County, Oregon:**

**The undersigned, as bidder, declares that:**

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal; and
- The only persons or parties interested in this proposal as principals are those named in this proposal; and
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted; and
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it; and
- The bidder has obtained and become acquainted with the form of contract and bonds which are to be signed by the successful bidder (**see Section III**); and
- The bidder is satisfied as to the quantities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these quantities and conditions; and
- The proposal guaranty/bond submitted with this proposal is, by this reference, made a part of this proposal; and
- The bidder has reviewed, and or is familiar with and agrees to abide by the terms and provisions of Crook County Code, Chapter 3.12 as amended relating to the Crook County Purchasing Rules and Procedures.

**The bidder also proposes and agrees that:**

- If the Crook County Court accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer or representative from Crook County; and
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule/Summary of Costs" bound in this proposal; and
- The bidder will comply with the prevailing wage rate provisions as required by ORS 279C.800 through 279C.870 (**see Section III**).



**The bidder also certifies to the following:**

**A. Non-Collusion Certification:** By signing this proposal, bidder certifies that:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement; and
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals; and
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal; and
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

**B. Non-Discrimination Certification -** By signing this proposal, bidder certifies that:

- He/she/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

**C. Residency Certification:** Refer to ORS 279A.120(1)

**Complete the following:**

1. Check one: Bidder is a   X   resident bidder            nonresident bidder.

2. If a **resident bidder**, enter your Oregon business address and email address:

PO Box 6712, Portland OR 97228

rknox@andersen-const.com

3. If a **nonresident bidder**, enter your home state business address and email address:

\_\_\_\_\_  
\_\_\_\_\_

**D. Tax Law Compliance –** By signing this proposal, bidder warrants and covenants that:

- Contractor is not in violation of any Oregon tax laws and has complied with the tax laws of Oregon. Contractor covenants to continue to comply with the tax laws of Oregon during the entire term of the public contract.

**E. Contractor's Board License Certification** - Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractor's Board as follows:

No. 218297 Expiration Date 12.20.2021

**F. Contractor's Certification of Drug Testing Program ORS 279C.505(2)** - By signing this proposal bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award; and
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

**G. Statement Regarding Certifications**

- The bidder understands and acknowledges that the above representations are material and important, and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated as fraudulent concealment from the Crook County Court of the true facts relating to the submission of proposals for this project.

**H. Public Works Bond** – By signing this proposal bidder certifies that:

- Compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors; and
- Proof of Public Works Bond is attached.

**The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.**

Andersen Construction Company of Oregon, LLC  
(Bidder's Name)

35-2605444  
(Bidder's Federal Tax ID Number)

By   
(Printed Name) JACK RAE (Title of Signer)

← **SIGN HERE**  
August 20, 2020  
(Date)

**Workers' Compensation Insurance Certification**

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The **CONTRACTOR** for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

**Employers Complying with ORS 656.017**

1.  "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).  
Insurance Company Name: New Hampshire Insurance Company  
ID/Policy No.: WC025-89-3596
  
2.  "Self-insured employer" (certified by the Workers' Compensation Division).  
ID number as assigned by the Workers' Compensation Division \_\_\_\_\_
  
3.  I am an independent contractor and will perform all work under this contract without the assistance of others.

**Employers Exempt under ORS 656.126**

1.  Workers' Compensation Coverage, State of Origin: \_\_\_\_\_

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

Contractor Business  
Name: \_\_\_\_\_

Date \_\_\_\_\_

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

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

Its: \_\_\_\_\_

**REMINDER – ADDITIONAL INFORMATION NEEDED**

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

**Insurance Coverage Required**

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

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

**COVERAGES**

**LIMITS**

<input type="checkbox"/> Explosion & Collapse	<input type="checkbox"/> \$1,498,000 per occurrence
<input type="checkbox"/> Underground Hazard	<input checked="" type="checkbox"/> Limits of the Oregon Tort Claims Act
<input type="checkbox"/> Products/Completed Operations	(ORS 30.260-30.300) presently at \$1,333,300 per occurrence
<input type="checkbox"/> Contractual Liability	<input checked="" type="checkbox"/> Other – Tort limits adjusted per ORS 30.372(4)
<input type="checkbox"/> Broad Form Property Damage	beginning in 2015
<input type="checkbox"/> Owners & Contractors Protective	

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

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

**LIMITS**

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

**PROFESSIONAL LIABILITY** insurance with limits not less than \$ \_\_\_\_\_.

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

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

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

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

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

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

Contractor Business

Name: Andersen Construction Company of Oregon, LLC Date August 20, 2020

By: [Signature]  
Signature

Jack Rae  
Print Name

Its: Regional Vice President

**IDENTIFICATION OF BIDDER(S) SURETIES**

**Crook County Landfill Entrance Facilities Improvements Project  
Contract No.: 2020-LF-01**

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

Andersen Construction Company of Oregon, LLC  
(Enter "an individual", partnership, "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name Andersen Construction Company of Oregon, LLC  
PLEASE PRINT

at 309 W. 4th Ave, Suite 201 Eugene OR 97401 541.735.3525  
(Street) (City) (State) (Zip Code) (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: Fidelity & Deposit Company of Maryland

Name of Agent: Arthur J. Gallagher & Co. Agent's Ph: 800.500.7202


Address: 1160 Battery Street, #360 San Francisco CA 94111  
(Street) (City) (State) (Zip Code)

Accompanying this proposal as proposal guaranty is a Proposal Bond in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", cashier's check", or certified check").

If the Crook County Court accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Court.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

Andersen Construction Company of Oregon, LLC  
(Bidder's Name)

By   
JACK RAE, REGIONAL VICE PRESIDENT  
(Typed or Printed Name and Title of Signer)

← **SIGN HERE**  
AUGUST 20, 2020  
(Date)

**FIRST-TIER SUBCONTRACTOR DISCLOSURE**

PROJECT NAME: Crook County Landfill Entrance Facilities Improvements

BID # 2020-LF-01

BID CLOSING: Date: 08.27.2020 Time: 4:00pm



This form must be submitted at the location specified in the invitation to bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. ATTACH ADDITIONAL SHEETS IF NEEDED.

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) <u>HACKINS ELECTRIC</u>	\$ <u>57,275.00</u>	<u>ELECTRICAL</u>
(2) <u>K3 CONSTRUCTION</u>	\$ <u>69,578.00</u>	<u>EMTWORK UTILITIES</u>
(3) <u>NEVEST BUILDING SYSTEMS</u>	\$ <u>143,732.00</u>	<u>MODULAR BUILDING</u>
(4) <u>SCALES NORTHWEST</u>	\$ <u>89,773.00</u>	<u>SCALE ACCESSORIES</u>
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): Andersen Construction Company of Oregon, LLC

Contact name: Ryan Knox Phone no.: 541.231.9631

ORS 279C.370 First-tier subcontractor disclosure. (1)(b) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
  - (i) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or reconstruction of highways, bridges or other transportation facilities.
  - (ii) This subsection applies only to public improvement contracts ("projects") with a value, as valued by the contracting agency, of more than \$100,000.
  - (iii) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.325 (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information must be disclosed in substantially the following "format":
  - (A) Contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the size of any contract that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may ratify the contract. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
  - (B) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
  - (C) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.395.
  - (D) A subcontractor may file a complaint under ORS 279C.560 based on the disclosure requirements or subsection (1) of this section.



Insurance | Risk Management | Consulting

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. M 415 391 1500  
1150 Battery Street, Suite 350, San Francisco, CA 94111 T 800 500 7202  
P.O. Box 7443, San Francisco, CA 94120-7443 F 415.391.1882  
CA Lic # 0726293 ajpg.com  
United States

Via FedEx  
August 6, 2020

Vicky Elkin  
Andersen Construction Company  
6712 N. Cutter Circle  
Portland, OR 97217  
(503) 283-6712

Re: Bid Date: 8/27/2020  
Andersen Construction Company of Oregon, LLC  
Bond Ordered by: Melialani Anderson  
Crook County  
Contract No. 2020-LF-01, Crook County Landfill Entrance Facilities  
Improvements

Dear Vicky:

HERE IS YOUR REQUESTED BID BOND(S). AS A PRECAUTION, PLEASE CHECK ALL DATES, DESCRIPTIONS, NAMES, SURETY SIGNATURES, AND REMEMBER THAT THE APPROPRIATE CONTRACTOR SIGNATURE IS NECESSARY.

Very truly yours,

Janet C. Rojo

:jcr

Final Bond Rates: Class B

First	\$ 100,000	9.90	per \$1,000
Next	400,000	7.70	per \$1,000
Next	2,000,000	6.88	per \$1,000
Next	2,500,000	5.78	per \$1,000
Next	2,500,000	5.23	per \$1,000
Over	7,500,000	4.62	per \$1,000

Maintenance Rates

First	100,000	1.98	per \$1,000
Next	400,000	1.98	per \$1,000
Next	2,000,000	1.65	per \$1,000
Next	2,500,000	1.38	per \$1,000
Next	2,500,000	1.21	per \$1,000
Over	7,500,000	1.10	per \$1,000

Note: If the completion time of the above captioned bond is over 24 Months the above rates will be surcharged 1% for each full month over 24 Months

First year is free. Premium is charged for 2<sup>nd</sup> and subsequent years.



**PROPOSAL BOND**

**Crook County Landfill Entrance Facilities Improvements Project  
Contract No.: 2020-LF-01**

**KNOW ALL MEN BY THESE PRESENTS**, that Andersen Construction Company of Oregon, LLC, as Principal  
and Fidelity and Deposit Company of Maryland

a surety company duly organized under the laws of the State of Illinois having its principal  
place of business at 1299 Zurich Way, 5th Fl. Schaumburg  
in the State of Illinois, and authorized to do business in the State of Oregon, is held and firmly  
bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work  
hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas Andersen Construction Company  
of Oregon, LLC is herewith submitting its proposal  
for the following work: The Landfill Entrance Facilities Improvement Project described in the Request For  
Proposals issued by Crook County, Oregon, for contract no. 2020-LF-01, and all documents, specifications, and  
exhibits attached thereto and incorporated therein. All work is to be completed by December 31, 2020."

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Court, and the  
contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract  
and furnishes bond and insurance as required by the County within the time fixed by the County, then this  
obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or  
affected by any extension of time within which the County may accept the bid or the requirements of the bid, and  
Surety waives notice of any such extensions.

Signed and sealed this 6th day of August, 2020.



**SURETY**

Fidelity and Deposit Company of Maryland  
(Surety Company)

*Janet C. Rojo*  
(Signature)  
Janet C. Rojo, Attorney-in-Fact

**PRINCIPAL**

Andersen Construction Company of Oregon, LLC  
(Principal Bidder)

*[Signature]*  
(Signature)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

On August 6, 2020 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Janet C. Rojo  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Maureen O'CONNELL, Robert P. WRIXON, M MOODY, Betty L. TOLENTINO, Janet C. ROJO, Virginia L. BLACK, Kevin RE, Susan M. EXLINE, Gillian BHASKARAN, T. LE, Brittany KAVAN, Julia ORTEGA, K. ZEROUNIAN, Douglas B. BOWRING, Susan HECKER and Matthew KALAFATIS, of Lafayette and San Francisco, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of June, A.D. 2019.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of August, 2020



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577