



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, December 2, 2020 at 9:00 A.M.

Members of the public and media are welcome to attend in person with social distancing or via WebEx 1-408-418-9388; Access Code: 126 320 5412; Meeting Password: VFmR4z4PaM3

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 Crook County Meetings Minutes of November 13, 2020 Emergency Session; November 18, 2020 Special Session #1; November 18, 2020 Special Session #2; and November 20, 2020 Special Session
2. Approve Order 2020-62, Adopting the Crook County Title VI Program Plan
3. Approve Amendment to Water Well Drilling Agreement with City and Parks & Recreation
4. Approve Crook County Library Closures 2021
5. Approve Amendment 14 to IGA #159807
6. Approve Extension Agreement to Professional Services Contract with Data Delete
7. Approve Amendment 2 to Professional Services Contract with Advantage Cleaning
8. Approve Amendment 6 to Property Use License Agreement with OSU for ATV Youth Safety ATV Training Endorsement
9. Approve Amendment to Lease with Greg Lynch for Old Bowling Alley Building
10. Approve Fourth Extension for Lease of Office Space with County Surveyor
11. Approve Purchase of 2018 Ford Explorer for Sheriff's Office
12. Approve Goods and Services Contract with Creative Information Systems for Landfill Scalehouse Software

SCHEDULED APPEARANCES

13. Sheriff Deputy Swearing In Ceremony of Sheriff's Deputies

POSTPONED
 Requester: ~~John Gautney (20 Minutes)~~

14. Transit Advisory Committee Member Updates

Requester: Derek Hofbauer, COIC (10 Minutes)

DISCUSSION

15. Announce Justice Center Bid Results

Requester: John Eisler (10 Minutes)

16. Agreement with Historical Society and Museum/Crook County

Requester: Sandy Cohen (10 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.

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Crook County Court
Emergency Special Session
November 13, 2020

An Emergency Special Session was held by the Crook County Court at 8:30 a.m. on November 13, 2020 in the Admin Conference room located at 203 NE Court Street, Prineville, Oregon. In attendance were: Judge Seth Crawford; Commissioner Jerry Brummer; Commissioner Brian Barney; Eric Blaine, County Counsel; Admin Executive Assistant Colleen Ferguson; Assistant County Counsel John Eisler; IT Director Troy Poncin and Finance Janet Pritiskutch.

The purpose of the meeting was to consider approval of Order 2020-61, an order authorizing the emergency procurement of telephone communications services and related ancillary good and services. The County had been experiencing a series of telephone system failures, which have increased in frequency over the last several months. This was disrupting the County's necessary public service functions. In particular, the outages are causing severe problems with the Health Department's contact-tracing activities in response to the COVID public health emergency.

The discussion included information regarding terminating the contract with cost with the current provider, BendTel, and contracting with Century Link. Termination process and costs were discussed. The new phone services will be more expensive, but all equipment and maintenance will be provided by the new provider. A brief discussion was held regarding the VOIP service and the fiber delivery. The cost of the VOIP service is known, but the actual cost of the fiber delivery is not.

No additional items were discussed.

MOTION:

Commissioner Barney moved to approve Order 2020-61, an order authorizing the emergency procurement of telephone communications services and related ancillary goods and services. Commissioner Brummer seconded the motion. Vote was 3-0, motion carried.

The Court signed Order 2020-61, and County Counsel will have it recorded.

Submitted,
Colleen Ferguson
Crook County Court Secretary

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BE IT REMEMBERED that the Crook County Court convened a special meeting held at 3:00 p.m. on November 18, 2020. The meeting was held at 203 NE Court Street, Prineville, OR. The persons in attendance were: Judge Seth Crawford, Commissioner Jerry Brummer, Commissioner Brian Barney, HR Director Kim Barber, County Counsel Eric Blaine; Senior Administrative Clerk Jennifer Orozco; and IT Director Troy Poncin.

The County Court convened into executive session under ORS 192.660(2)(a), discussions to consider the employment of a public officer, employee, staff member or individual agent.

The County Court thereafter adjourned out of executive session into public session. No decision followed the executive session. Mr. Poncin, County IT Director, stated that he had received updated information regarding the possible alteration of the County's telephone services and expected price changes. This was not originally anticipated to be discussed at today's meeting, but as reflected in Order 2020-62, the situation with the County's telephone services is an emergency and the matter was discussed on that emergency basis.

Commissioner Barney made a motion to approve the price agreement offered by CenturyLink (through its subsidiary/assumed business name Lumen) and to authorize signing it outside of court. Commissioner Brummer seconded. Motion carried, 3-0.

There being no further discussion, the meeting was adjourned at about 4:10 PM.

Respectfully submitted,
Eric Blaine

BE IT REMEMBERED that the Crook County Court convened a special meeting held at 4:10 p.m. on November 18, 2020. The meeting was held at 203 NE Court Street, Prineville, OR. The persons in attendance were: Judge Seth Crawford, Commissioner Jerry Brummer, Commissioner Brian Barney, HR Director Kim Barber, County Counsel Eric Blaine, Amy Albert.

Due to the previous meeting running longer than expected, the 4:00 PM began at 4:10 PM.

The County Court convened into executive session under ORS 192.660(2)(a), discussions to consider the employment of a public officer, employee, staff member or individual agent.

The County Court thereafter adjourned out of executive session. No decision followed that executive session. The County Court adjourned the meeting at approximately 4:45 PM.

Respectfully submitted,
Eric Blaine

BE IT REMEMBERED that the Crook County Court convened a special meeting held at 1:00 p.m. on November 20, 2020. The meeting was held at 203 NE Court Street, Prineville, OR. The persons in attendance were: Judge Seth Crawford, Commissioner Jerry Brummer, Commissioner Brian Barney, HR Director Kim Barber, County Counsel Eric Blaine, Cindy Creager.

The County Court convened into executive session under ORS 192.660(2)(a) and (2)(h), for discussions to consider the employment of a public officer, employee, staff member or individual agent, and for discussions with legal counsel regarding current litigation or litigation reasonably likely to be filed respectively.

At the conclusion of the executive sessions, the County Court adjourned into public session. Commissioner Barney moved to direct staff to proceed as was discussed in the executive sessions. Commissioner Brummer seconded. Motion carried 3-0.

There being no further discussion, the meeting was adjourned at approximately 3:30 PM.

Respectfully submitted,
Eric Blaine

Crook County Legal Counsel

Mailing: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: November 16, 2020

RE: Title VI Plan update, 2020-2024
Our File No.: Ct. Contracts # 226(B)

As a condition of receiving certain transportation-related Federal grants (which the County generally forwards on to COIC for the operation of Cascade East Transit), Crook County must adopt and periodically update what's called a Title VI Plan. Title VI was adopted as part of the Civil Rights Act of 1964. It was meant to both forestall the possibility that Federal grants are used in a way that discriminates on the basis of race, color, or national origin, and to provide a local process to investigate allegations of such discrimination.

The County's last Title VI Plan went into effect January 1, 2018, and the County is required to update the plan once every three years. Among the issues that need to be updated is an examination of local demographic information, particularly as regards what is called "Limited English Proficiency" or "LEP." Under long-standing Federal guidance, failure to provide certain services in non-English languages, where there is a substantial population of those who (1) have Limited English Proficiency and (2) speak an individual non-English language, is a form of discrimination on the basis of national origin. The guidance indicates that translations may be required where there is an eligible LEP language group that constitutes five percent (5%) of the local population or 1,000 persons, whichever is less. To determine whether Crook County must alter its current practices, we have gathered information from the United States Census Bureau's "American Community Survey" for Crook County. The ACS figures are the estimates for 2018, the most current data available. This shows that the total population in Crook County with Limited English Proficiency is 1.3%, with a margin of error of plus-or-minus 1.3%. This totals 273 individuals, for all non-English languages. Given this data, my recommendation is that the County's current translation practices do not need to be amended.

According to the Plan, the County will post notices of Title VI compliance in County offices, announcing that allegations of discrimination by Crook County on the basis of race, color, or national origin may be referred to the County Counsel's office. The County Counsel is named the County's "Title VI Coordinator," and will be responsible

for investigating such complaints. In the event that the allegations implicate the County Counsel, the Human Resources Director will conduct the investigation.

Finally, the Title VI plan must include a chart showing the nature, dates, and outcomes for allegations of violation of Title VI (that is, allegations of discrimination in transportation-related services on the basis of race, color, or national origin) since the adoption of the last version of the Plan. In the case of Crook County, there have been no such allegations.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, December 2, 2020 County Court agenda, as a Consent Agenda item.

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

AN ORDER ADOPTING THE CROOK
COUNTY TITLE VI PROGRAM PLAN

ORDER 2020-62

WHEREAS, Title VI of the Civil Rights Act of 1964 requires that the recipients of federal financial assistance work to ensure that no person will, on the grounds of race, color, or national origin, be excluded from participating in, be denied benefits of, or be otherwise subject to discrimination under the federally funded programs or activities; and

WHEREAS, Crook County is committed to ensuring that its public services are available to all citizens on an evenhanded basis, and is committed to acting in accordance with the requirements and spirit of the law; and

WHEREAS, in conformance with the Civil Rights Act of 1964, the County now establishes a policy describing how it will work to achieve the goals of Title VI including how complaints by members of the public may be made and thereafter investigated.

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

Section One: The attached “Crook County Title VI Program Plan” is adopted, and directs that it be posted on the County’s website for free public review. This 2020 plan becomes effective January 1, 2021, and supersedes the plan adopted January 1, 2019.

Section Two: That the Title VI Notice contained in Appendix A of the Plan be posted in all County departments.

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Section Three: Crook County staff members are directed to review the Title VI Program Plan on or before January 1, 2024, to advise whether the Crook County Court should amend, modify, supersede, or otherwise take action in regards to the Plan.

DATED this 2nd day of December 2020.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

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

Crook County Title VI Program Plan
Effective Date: January 1, 2021

TITLE VI OF THE CIVIL RIGHTS ACT

STATEMENT OF POLICY

Pursuant to and in accordance with Title VI of the Civil Rights Act of 1964, as amended, Crook County is committed to the goal that no person will, on the grounds of race, color, or national origin, be excluded from participating in, be denied benefits of, or be otherwise subject to discrimination under the County's programs or activities. The County will take preventive, corrective, and/or disciplinary action when necessary against behavior that violates this policy or the rights it is designed to protect.

OBJECTIVES

The objectives of the Crook County Title VI plan are:

- To ensure the County's compliance with Title VI including compliance by the County's grantees, sub-grantees, and related entities and to assign responsibilities for ensuring compliance.
- To ensure that all persons are able to receive the benefits of County programs, services and activities, regardless of their race, color, or national origin.
- To avoid, minimize or mitigate disproportionate adverse environmental effects as a result of County programs, services and activities on communities within Crook County on the basis of race, color, or national origin.
- To establish clear procedures for filing, investigating, and successfully resolving complaints on a timely basis and at the lowest administrative level possible.

APPLICABILITY

This policy applies to all Crook County departments, divisions, programs, staff members, and elected officials, and, to the extent required by law or separate contract(s), to agents of and contractors for the County.

DURATION

This Title VI plan is effective upon adoption by the Crook County Court and, unless sooner superseded or terminated, will be renewed on or before March 31, 2024. In the event that no renewal is adopted, this Title VI plan will remain in force and effect.

STATUTORY AND REGULATORY CITATIONS

This Title VI Program Plan is written in conformance with, and based upon the parameters described in a variety of federal laws and regulations. Certain of these authorities describe the management and implementation of a Title VI program to ensure that the provision of the County's public services are not administered so as to discriminate against members of the public on the basis of race, color, or national origin. Other authorities include descriptions of services which are subject to Title VI of the Civil Rights Act of 1964. Still others describe discriminatory actions which the County is prevented from taking. Laws applicable to this Title VI plan may include:

- Pub. L. 88–352, as amended.
- 42 USC § 2000d.
- 49 CFR § 21.1 to 21.23.
- 28 CFR § 42.101 *et seq.*
- 23 USC § 101 *et seq.*
- ORS 659A.030.
- 23 USC § 401 *et seq.*
- ORS 659A.403.
- *Alexander v. Sandoval*, 532 U.S. 275 (2001).
- 15 USC §§ 1391 through 1409, and 1421 through 1425.
- 14 USC §§ 93(n) and (o).
- 23 CFR § 200.9(b)(7).
- 14 USC § 148.
- 49 USC §§ 1101-1114, 1116-1120.
- 42 USC § 3601.
- *Lau v. Nichols*, 414 U.S. 563 (1974).
- 23 USC § 324.
- 14 USC § 641(a).
- 14 USC § 821-832.
- Presidential Executive Order 13166.
- 49 USC § 1115.
- 50 USC App. 1622(b) and (g).
- 49 USC §§ 1346, 1352, 1354(a).
- 42 USC § 4601.
- 49 USC §§ 631-642.

DISCRIMINATION PROHIBITED

The County will not, directly or through contractual or other arrangements, on the grounds of race, color, or national origin:

- Deny a person any service, financial aid, or other benefit provided under the County’s Title VI program;
- Provide any service, financial aid, or other benefit to a person which is different, or, subject to Limited English Proficiency-related services provisions described below, is provided in a different manner from what is provided to others by the County;
- Subject a person to segregation or separate treatment in any matter related to his receipt of any service, financial aid, or other benefit provided by the County;
- Restrict a person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit provided by the County;
- Treat a person differently from others in determining whether he or she satisfies any admission, enrollment, quota (to the extent quotas are required), eligibility, membership, or other requirement or condition which persons must meet in order to be provided any service, financial aid, or other benefit provided by the County;

- Deny a person an opportunity to participate in the program through the provision of services or otherwise or afford him or her an opportunity to do so which is different from that afforded others under by the County; or
- Deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of County services.

The County, in determining the types of services, financial aid, or other benefits, or facilities at which any applicable services are provided, or the class of person to whom, or the situations in which, such services, financial aid, other benefits, or facilities will be provided under any of its programs, or the class of persons to be afforded an opportunity to participate in any such program; will not, directly or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of Title VI of the Civil Rights Act of 1964 (as amended) with respect to individuals of a particular race, color, or national origin.

In determining the site or location of facilities, the County will not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this Title VI plan applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI of the Civil Rights Act of 1964.

As used in this section the services, financial aid, or other benefits provided under a County program receiving federal financial assistance includes any service, financial aid, or other benefit provided in or through a facility known to the County to be provided with the aid of federal financial assistance.

Subject to applicable law, including but not limited to 49 CFR § 21.5, this Title VI plan does not prohibit the consideration of race, color, or national origin if the purpose and effect are to remove or overcome the consequences of past County practices or impediments which have restricted the availability of, or participation in, the program or activity receiving federal financial assistance, on the grounds of race, color, or national origin. Where prior County discriminatory practice or usage caused the effect of excluding, on the grounds of race, color, or national origin, individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which this Title VI plan applies, the County will make an affirmative, good faith effort to eliminate past and present discrimination in County programs and to ensure future non-discriminatory practices in the County's activities.

MANAGEMENT OF REAL PROPERTY

The County will not make a selection of a site or location of a facility for the provision of services, including public meetings, if the purpose of that selection, or its effect when made, is to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which this rule applies, on the grounds of race, color, or national origin; or if the purpose is to, or its effect when made will, substantially impair the accomplishment of the objectives of this Title VI plan.

In the case where Federal financial assistance is provided to the County in the form of a transfer of real property, structures, or improvements thereon, or interest therein, from the federal government, the instrument effecting or recording the transfer shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

Where no transfer of property or interest therein from the federal government is involved, but property is acquired or improved with federal financial assistance, the County will agree to include such covenant in any subsequent transfer of such property. When the property is obtained by the County from the federal government, such covenant may also include a condition coupled with a right to be reserved by the federal government to revert title to the property in the event of a breach of the covenant where such a condition and right of reverter is appropriate to the statute under which the real property is obtained and to the nature of the grant and the grantee.

In such event, if a transferee of real property proposes to mortgage or otherwise encumber the real property as security for financing construction of new, or improvement of existing, facilities on such property for the purposes for which the property was transferred, the federal government may agree, upon request of the transferee and if necessary to accomplish such financing, and upon such conditions as it deems appropriate, to subordinate such right of reversion to the lien of such mortgage or other encumbrance.

PUBLIC PARTICIPATION

Crook County employs a wide variety of strategies to solicit, consider, and incorporate the perspectives of diverse populations in policy and decision-making processes. Such opportunities for involvement are designed to engage all segments of the wider County community in an early, open, continuous, and effective manner and include:

1. Complying with all applicable laws, rules, and regulations concerning public involvement and public meetings.
2. Maintaining buildings and facilities that are accessible and compliant with the Americans with Disabilities Act (ADA).
3. Providing notice and information regarding issues, processes, and decisions in a timely manner which allows for adequate public review.
4. Conducting meetings and hearings in different locations throughout the County in order to accommodate expected numbers of public attendance, geographic diversity, and other considerations.
5. Seeking age, physical ability, ethnic, cultural, economic, and geographic diversity in appointing members to its advisory and service committees, such as:
 - The Bowman Museum Advisory Board.
 - Board of Property Tax Appeals.
 - Budget Committee.
 - Central Oregon Advisory Council on Transportation (COACT).

- Central Oregon Regional Housing Authority (Housing Works).
- Crook County Fair Board.
- Crooked River Watershed Council.
- Library Board of Trustees.
- Local Public Safety Coordinating Council.
- Mental Health Advisory Board.
- Planning Commission.
- Public Health Advisory Board.
- Regional Air Center Advisory Board.
- Solid Waste Advisory Committee.
- Special Transportation Fund Advisory Committee.
- Vector Control District.

MONITORING AND EVALUATION

The County will monitor and evaluate its public participation process to determine where and how to make improvements. Members of the public are encouraged and invited to provide comments and suggestions through open dialogue. Modifications and improvements to the County's Title VI plan will be adopted by the Crook County Court, the board of commissioners for Crook County.

Language Assistance:

Per Presidential Executive Order 13166 (August 2000), one type of discrimination on the basis of national origin is discrimination on the basis of a person's inability or limited ability to speak, read, write, or understand English, and that public agencies receiving federal funding may be required to provide written or oral communications in a language other than English. Crook County will take reasonable, good faith steps to offer assistance for those citizens with limited English proficiency (LEP) seeking meaningful access to its services.

The decision on whether, how, and to what degree to provide language assistance services will include an assessment of the number or proportion of LEP persons from a particular language group served or encountered in the wider County area. The greater the number or proportion of LEP persons served or encountered, the more likely language services will be needed. The need or utility of language services will be compared to available funding or other resources – as a public agency, it is critical that the County weigh the financial impact of any activity in order to responsibly balance the need for services against the need to shepherd the taxpayers' funds. Generally, identifying any subset of the County community where LEP population equals 5% or more in a given language-speaking subset of the population will lead to the County providing certain language assistance services. Crook County may reasonably rely on any credible source of demographic information to ascertain the number or proportion of LEP individuals within the wider County community.

When appropriate, the County will use population composition and client needs in regard to language for the purpose of developing and providing programs and services, disseminating information, conducting outreach, and encouraging public involvement. A copy of the most current data is included with the information attached to this document as Appendix D.

Further, general or specific job recruitment efforts may specify a preference for bi-lingual capabilities. If approved by the County, and subject to any applicable collective bargaining agreement, staff filling bi-lingual positions may be eligible for supplemental pay.

Reporting:

Crook County will report information necessary to determine compliance with Title VI of the Civil Rights Act as required by federal and, as may be applicable, state government agencies for grant funding and other purposes. The contents and format of such reports will be determined by applicable law.

Public Notice:

A Title VI Notice to the Public will be posted on Crook County's website at www.co.crook.or.us and in a public area within County facilities open to the public. A copy of the Crook County Title VI Notice to the Public is attached to this document as Appendix A. The County will also provide paper copies to individual departments for posting.

COMPLAINT PROCEDURES

Title VI Coordinator

The Crook County Counsel serves as Crook County's Title VI Coordinator and acts as the focal point for Title VI implementation and investigation. In the event that the County Counsel is involved in the alleged activities giving rise to a complaint, the Human Resources Director will serve as Title VI Coordinator for that complaint.

Complaints:

Any person who believes she or he has been discriminated against by Crook County on the basis of race, color, or national origin may file a complaint by completing and submitting a Title VI Complaint Form. This is an administrative process that does not provide for compensatory or punitive damages. Complaints must be complete in both form and content to be reviewed and considered and must be submitted within 180 days of the alleged incident of discrimination. A copy of the Crook County Title VI Complaint Form is attached to this document as Appendix B. To request a separate Title VI Complaint Form:

- Call 541-416-3919
- Schedule an appointment at the Crook County Counsel's office:
267 NE 2nd Street
Prineville, OR 97754
- Write to:
Crook County Counsel's Office
Attn: Title VI Coordinator
300 NE Third Street, Room 10
Prineville, OR 97754; or
- Download the document from Crook County's website at www.co.crook.or.us.

Complaints must be in writing, signed by the complainant, and submitted to the Title VI

Coordinator either by hand-delivery at the physical address, or by U.S. postal service or commercial parcel delivery service to the mailing address shown above.

When applicable, a complainant may also file a Title VI complaint directly with any federal agency that supplies funding to Crook County in support of the applicable program or service in which the alleged incident occurred. Examples of federal agencies that provide funding to the County include, but are not limited to, the U.S. Department of Agriculture, the U.S. Department of Justice, and the U.S. Department of Transportation. Contact information for the Office of Civil Rights operating in such agencies may be found online or as otherwise published by such agencies.

The signed, written complaint must include the date of the alleged act of discrimination, and present a detailed description of the events leading to the complaint. The complaint must include the names or titles of the individuals involved (particularly County officials), the location(s) at which the events occurred, and (if known) the names and contact information for any third-party witnesses. In order to fall within the scope of this Title VI plan, the alleged discrimination must be based upon race, color, or national origin status.

At such time as the complaint is received, the Title VI Coordinator will review it to determine if Crook County has jurisdiction over the matter. The County will promptly return an acknowledgment letter stating whether the complaint will be investigated by the County. Crook County will make every reasonable effort to investigate complaints within no more than 90 days following the date of the acknowledgment letter. However, in the event of complex complaints which address multiple issues and/or involve legal action, the County may require an extended period to fully investigate and respond. In such cases, the complainant will be informed of the additional investigation.

If more information is needed to resolve the case, the assigned investigator may contact the complainant. The complainant has ten (10) business days from the date of the letter to return the requested information to the investigator. If the investigator is not contacted by the complainant or does not receive the requested information within ten (10) business days, Crook County will administratively close the case. An investigation will also be administratively closed upon withdrawal by the complainant.

After the investigator reviews the complaint, he or she will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and investigation, indicates that a Title VI violation could not be substantiated, was untimely, was legally insufficient, or other cause for dismissal, and states that the investigation will be closed. A LOF summarizes the allegations and investigation and explains whether any disciplinary action, staff training, or other action will occur. If the complainant wishes to appeal the decision reflected in the letter, she or he has ten (10) business days following the date of the acknowledgement letter or the LOF to do so. To submit an appeal, complainants must deliver a written statement explaining the basis of the appeal to the Crook County Court (the board of commissioners for Crook County). County officials will review the material presented and promptly issue a final formal decision following the date of the appeal letter was received. No information that was not provided to the investigator will be considered as part of an appeal.

The Title VI complaint process does not cover complaints based on protections afforded under other

civil rights statutes, such as sex, sexual orientation, age or source of income. If a complaint is filed alleging such discrimination, the complainant will be notified that it cannot be processed as a Title VI complaint. However, the County will review complaints of discrimination based on other protected class statuses to determine if they can be informally resolved.

The County will provide, upon request, a list of all active complaints, investigations, or lawsuits, made on the basis of race, color, or national origin. A copy of the Crook County List of Title VI Investigations, Complaints, and Lawsuits form is attached to this document as Appendix C and contains a name, date of filing, summary of the allegation(s), status of the investigation, and action(s) taken.

Approved:

CROOK COUNTY COURT

Seth Crawford, County Judge
Date _____

Jerry Brummer, County
Commissioner
Date _____

Brian Barney, County Commissioner
Date _____

**CROOK COUNTY
TITLE VI NOTICE**

Crook County operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been subjected to an unlawful discriminatory practice as defined under Title VI of the Civil Rights Act may file a complaint with the Crook County Counsel Office.

Any person who believes she or he has been discriminated against by Crook County on the basis of race, color, or national origin may file a complaint by completing and submitting a Title VI Complaint Form. This is an administrative process that does not provide for compensatory or punitive damages. Complaints must be complete in both form and content to be reviewed and considered and must be submitted within 180 days of the alleged incident of discrimination. To request a separate Title VI Complaint Form, or to obtain more information about Crook County's civil rights program and the obligations:

- Call 541-416-3919
- Schedule an appointment at the Crook County Counsel's office:
267 NE Second Street
Prineville, OR 97754
- Write to:
Crook County Counsel's Office
Attn: Title VI Coordinator
300 NE Third Street, Room 10
Prineville, OR 97754; or
- Download the document from Crook County's website at www.co.crook.or.us.

When applicable, a complainant may also file a Title VI complaint may also be filed directly with any federal agency that supplies funding to Crook County in support of the applicable program or service in which the alleged incident occurred. Examples of federal agencies that provide funding to the County include, but are not limited to, the U.S. Department of Agriculture, the U.S. Department of Justice, and the U.S. Department of Transportation. Contact information for the Office of Civil Rights operating in such agencies may be found online.

Crook County
TITLE VI COMPLAINT FORM

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answer "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:		<hr/> <hr/> <hr/>		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes*	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply):				
<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin		

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use additional pages.

Section IV:

Have you previously filed a Title VI complaint with the County?	Yes	No
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Section V:

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes No

If yes, check all that apply:

Federal Agency: _____ State Agency: _____
 Federal Court: _____ Local Agency: _____
 State Court: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:
Telephone:
Section VI:
Name of agency complaint is against:
Contact person:
Title:
Telephone number:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

Signature

Date

Please submit this form in person at the address below, or mail this form to:
Crook County Counsel's Office
Attn: Title VI Coordinator
300 NE Third Street, Room 10
Prineville, OR 97754

CROOK COUNTY

LIST OF TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS

For the period January 1, 2019¹ to Present

	Name	Date	Summary	Status	Action(s) Taken
Investigations					
1.	None				
2.					
3.					
4.					
Lawsuits					
1.	None				
2.					
3.					
4.					
Complaints					
1.	None				
2.					
3.					
4.					

¹ The effective date of the last Crook County Title VI Plan.

LIMITED ENGLISH PROFICIENCY (LEP)
CROOK COUNTY SURVEY

In conformance with Presidential Executive Order 13166 (August 2000), applicable law, and the Crook County Title VI plan, the County has examined the number and categories of those Crook County residents with Limited English Proficiency. To make its determinations in this regard, the County relies upon the United States Census "American Community Survey" for Crook County, 2018, the most recent data available. The American Community Survey produces population, demographic, and housing unit estimates for both counties and municipalities.

The US Census tracks language ability by using four possible responses: respondents are asked to rate their ability to speak, read, write, and understand languages (a) very well, (b) well, (c) less than well, or (d) not at all.

Label					Speak English less than "very well"		Percent speak English less than "very well"	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	21,245	±87	(X)	(X)	273	±275	1.3%	±1.3
Speak only English	19,938	±382	93.8%	±2.0	(X)	(X)	(X)	(X)
Speak a language other than English	1,307	±438	6.2%	±2.0	273	±275	20.9%	±18.7
SPEAK A LANGUAGE OTHER THAN ENGLISH								
Spanish	1,013	±376	4.8%	±1.8	243	±271	24.0%	±23.8
5 to 17 years old	315	±221	1.5%	±1.0	100	±148	31.7%	±43.6
18 to 64 years old	666	±214	3.1%	±1.0	143	±145	21.5%	±21.9
65 years old and over	32	±28	0.2%	±0.1	0	±22	0.0%	±52.4
Other Indo-European languages	140	±100	0.7%	±0.5	0	±22	0.0%	±20.5
5 to 17 years old	7	±11	0.0%	±0.1	0	±22	0.0%	±100.0
18 to 64 years old	97	±89	0.5%	±0.4	0	±22	0.0%	±27.8
65 years old and over	36	±40	0.2%	±0.2	0	±22	0.0%	±49.4
Asian and Pacific Island languages	141	±129	0.7%	±0.6	30	±42	21.3%	±33.8
5 to 17 years old	73	±103	0.3%	±0.5	0	±22	0.0%	±34.1
18 to 64 years old	51	±49	0.2%	±0.2	13	±23	25.5%	±35.7
65 years old and over	17	±32	0.1%	±0.1	17	±32	100.0%	±71.9
Other languages	13	±20	0.1%	±0.1	0	±22	0.0%	±82.3
5 to 17 years old	0	±22	0.0%	±0.2	0	±22	-	**
18 to 64 years old	13	±20	0.1%	±0.1	0	±22	0.0%	±82.3
65 years old and over	0	±22	0.0%	±0.2	0	±22	-	**
CITIZENS 18 YEARS AND OVER								
All citizens 18 years old and over	17,460	±227	(X)	(X)	7	±11	0.0%	±0.1
Speak only English	16,877	±274	96.7%	±1.0	(X)	(X)	(X)	(X)
Speak a language other than English	583	±183	3.3%	±1.0	7	±11	1.2%	±1.9
Spanish	400	±146	2.3%	±0.8	7	±11	1.8%	±2.9
Other languages	183	±103	1.0%	±0.6	0	±22	0.0%	±16.2

An '**' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is

not appropriate.

An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.

Based on the foregoing Census data, approximately 1.3% of the total Crook County population and approximately 273 individuals in Crook County speak English less than "very well."

According to the Federal Transit Administration's Circular FTA C 4702.1B, "Title VI Requirements and Guidelines For Federal Transit Administration Recipients," the U.S. Department of Transportation, and the U.S. Department of Justice, Title VI compliance can be examined by comparing language population to a 5% threshold. The circular states in part that, if a recipient of federal financial assistance provides written translation of vital documents when there is an eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials.

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919
• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: November 20, 2020

RE: Amendment to agreement for water well drilling
Our File No.: Ct. Leases 25

In September 2013, Crook County and Crook County Parks and Recreation District (PRD) entered into a Lease Agreement for County-owned property for use as recreational property. The Lease Agreement is for a term of 40 years (until August 31, 2053).

The City of Prineville was interested in drilling test wells on portions of the leased property to determine the potential for municipal wells. Crook County and PRD agreed to grant a 3-year agreement to allow the City time to complete those wells. Meanwhile, the City also entered into a verbal agreement regarding a parcel wholly owned by PRD for similar purposes.

The written agreement expired by its own terms, but the City has proposed an amendment which would revive and extend the duration of the agreement until December 31, 2021. The City also proposed that its oral agreement with PRD be incorporated into this written document. A paragraph has been added to clarify that for this PRD-owned parcel, the County has no rights or obligations, and the other two parties would indemnify and hold the County harmless for its use.

If the City designates wells to be used for municipal purposes, then the following would occur:

1. The City prepares a survey of the wells, any water liens and electrical lines necessary, and any pump houses.
2. The District and County then executed an easement in favor of the City.

Please place this memo and the attached document(s) on the Wednesday, December 2, 2020 County Court agenda, as a Consent Agenda item.

A large handwritten number "3" is visible in the bottom right corner of the page.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made this ___ day of _____, 2020, by and between **Crook County Parks and Recreation District**, an Oregon public recreational district, located at 296 South Main Street, Prineville, Oregon (“District”), **Crook County**, a political subdivision of the State of Oregon, located at 203 NE Court Street, Prineville, Oregon 97754, (“County”), and **City of Prineville**, an Oregon municipal corporation, located at 387 NE Third Street, Prineville, Oregon 97754 (“City”). The City, County, and District shall collectively be referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. The Parties entered into an Agreement on or about September 6, 2017 (“Agreement”), a copy of which is attached as Exhibit A and incorporated herein.
- B. The original term of the contract expired on September 6, 2020.
- C. The City had not completed the drilling and testing operations on the test wells and did not give notice to County and District prior to September 6, 2020, of the test wells that City intended to use as permanent municipal wells.
- D. The City is still drilling and testing operations on test wells and requires an extension of the Agreements, *nunc pro tunc*.
- E. District owns Property described as Tax Lot 201 of Tax Map 15-16-08. Per the mutual consent of District and City, City drilled test wells on Tax Lot 201 to determine if the test wells had the potential to serve as municipal wells. Both City and District consented that Tax Lot 201 was part of the Agreement.
- F. The City has drilled and tested certain Wells that it wishes to be considered permanent municipal wells. A diagram of all the wells is attached as Exhibit B and incorporated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Original Agreement.** Except as otherwise amended herein, the terms of the original Agreement shall remain in full force and effect.
2. City shall have until December 31, 2021, to complete the drilling and testing operations on the test wells and to determine if City will develop the test wells on any of them into permanent municipal wells.

3. City shall give notice to County and District on or before December 31, 2021, which test wells, if any, the City intends to use as permanent municipal wells.

4. The Parties agreed that the District-owned parcel designated as Lot 201 of Map 15-16-08 is included within the Property as that term is defined in the Agreement, except that County will have no rights or obligations thereunto, and City and District release, hold harmless, and indemnify County from any and all claims demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that may arise related thereby.

5. **Execution in Counterparts.** This Amendment may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties being fully apprised agree to be bound by the terms of this Amendment.

City of Prineville
By: Steve Forrester, City Manager

Date

City of Prineville
By: Stephen P. Uffelman, Mayor

Date

Crook County Court
By: Seth Crawford, County Judge

12-2-20
Date

Crook County Court
By: Jerry Brummer, County Commissioner

12-2-20
Date

Crook County Court
By: Brian Barney, County Commissioner

12-2-20
Date

Crook County Parks and Recreation District
By: Jeremy Logan, Board Chair

Date

Crook County Parks and Recreation District
By: Darlene Henderson, Vice Chair

Date

Crook County Parks and Recreation District
By: Carol Benkosky, Board Secretary

Date

AGREEMENT

THIS AGREEMENT ("Agreement") is made this ~~14~~¹⁵ day of ~~August~~^{September}, 2017, by and between **Crook County Parks & Recreation District**, of 296 South Main Street, Prineville, Oregon (hereafter "District"), Crook County, a political subdivision of the State of Oregon (hereinafter "County"), and the **City of Prineville**, an Oregon municipal corporation, of 387 NE Third Street, Prineville, Oregon (hereafter "City"). The City, County, and District shall collectively be referred to as the "Parties" and individually as a "Party."

RECITALS:

- A. County owns real property in Crook County, Oregon, described as Tax Lot 203 of Tax Map 1516-08 (the "Property").
- B. On September 4, 2013, County and District entered into a Lease Agreement whereby District leased the Property from County for a term of forty (40) years (until August 31, 2053) for the purpose of constructing and maintaining recreational facilities, including but not limited to a baseball and/or soccer field, and other associated facilities, upon the Property.
- C. City desires to drill one or more test wells on portions of the Property to determine if the test wells have the potential to serve as municipal wells and wishes to gain access to the Property in order to facilitate the same.
- D. County and District are willing to allow access to City to drill test wells on the Property and, if the City desires, to grant the City a permanent easement so the City can develop municipal wells.
- E. The Parties desire to memorialize their agreement.

IN CONSIDERATION of the following covenants and other good and valuable consideration receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. The above recitals are hereby incorporated by reference.
- 2. County and District grant to City, including its employees, agents, invitees, and contractors, access to the Property for the purpose of drilling test wells, pump testing the wells for water quantity, and testing the water produced from the wells for quality. District shall approve all proposed well locations prior to drilling.

3. City shall have three (3) years after the date of this Agreement to complete the drilling and testing operations on the test wells and to determine if City will develop the test wells or any of them into permanent municipal wells.

4. Any test well that City determines will not be used as a municipal well, at District's option will be transferred to the County and District or will be abandoned in accordance with Oregon state rules and regulations and disturbances to the Property caused by the City and/or its employees, agents, invitees, and contractors shall be returned to essentially its original condition at City's expense.

5. If City desires to use the test wells or any of them as permanent municipal wells, the following shall apply:

a. City shall give notice to County and District within three (3) years after the date of this Agreement which test wells if any, the City intends to use as permanent municipal wells.

b. The City shall have a survey prepared for the site of each test well the City intends to use as a permanent municipal well, the location of water lines transporting water from the wells to City's water system, electric lines used to operate the well pumps, and pump houses. Pump houses shall be in areas reasonably acceptable to District.

c. County and District shall execute an easement prepared by City at City's expense granting the City a permanent easement for well or wells, water lines, pump house, electric lines and other accessories.

d. As partial consideration for the access and use of the Property, the City shall indemnify, hold harmless and forever discharge County and District, their elected officials, officers, board of directors, employees, agents, successors, and assigns of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity the County and District ever had or may have, arising from or in any way related to the City, its employees, agents, invitees, and contractors activity of drilling test wells, accessing and/or entering upon the Property for the purpose of drilling and/or operating the test wells.

e. As partial consideration for the access to, use of, and potential easement on the Property, City agrees to extend to the Property the City sewer line within five years (5) from the date of this Agreement. City will be responsible for the placement of such City sewer line to the Property and City will waive sewer SDC and sewer connections fees for the Property. District shall be responsible for the costs of on-site sewer collection lines on the

Property up to the connection to City's sewer line. City will be responsible for installation of the sewer lines on the Property.

f. City is responsible for any damage to County's or District's infrastructure caused by City, or City's employees, invitees and contractors related to the activities of City pursuant to this Agreement.

g. All areas of the Property excavated pursuant to the terms of this Agreement shall be returned to essentially their original condition at City's expense.

6. This Agreement constitutes the complete and final agreement between the Parties with respect to the matters covered by this Agreement, and replaces any prior oral or written agreements.

7. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

8. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the addresses described in the first paragraph of this Agreement (or at such other address as a party may designate by like notice to the other party).

Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the second day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by overnight delivery service.

9. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

10. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

11. This Agreement 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.

Crook County Parks & Recreation District City of Prineville

By: Jeremy D. Logan
Jeremy Logan, Board Chairperson
Date: August 11, 2017

Steve Forrester
Steve Forrester, City Manager
Date: _____

By: Darlene W Henderson
Darlene Henderson, Board Vice-Chairperson
Date: August 11, 2017 ^{member}

Betty J. Roppe
Betty J. Roppe, Mayor
Date: 8-14-17

By: Casey Kasier
Casey Kasier, Board Member
Date: August 11, 2017

Crook County Court
Seth Crawford
Seth Crawford, County Judge
Date: 9-6-17

Jerry M. Brummer
Jerry Brummer, County Commissioner
Date: 9-6-17

Brian Barney
Brian Barney, County Commissioner
Date: 9-6-17



2
STV-2
S2
CROD 54589
L 127081
1037841

1
STV-3
S3
CROD 54591
L 127080
1037844

Production
Well

3
DTW-1
D1
CROD 54593
L 127082
1037843

Monitoring
Well

4
STV-1
S1
CROD 54587
L 127083
1037842

Future
Well

5
DTW-4 OBS. WELL
D4
CROD 54790
L 135219
1042931

Rocky
Inaccessible

6
DTW-4
D4
CROD 54785
L 133400
1042929

7
DTW-5
D5
CROD 54792
L 135224
1044259

8
DTW-2
D2
CROD 54592
L 129106
1037840

9
DTW-6
D6
CROD 54834
L 135298
1044270

10
DTW-7
D7
CROD 54832
L 135277
1044268

11
DTW-8
D8
CROD 54833
L 135288
1044269

12
STV-8
S8
CROD 54889
L 135281
1045244

WELLS 1 - 13

13
DTW-9
D9
CROD 54830
L 135278
1045013

EXHIBIT B
PAGE 1 OF 3



15
DTW-10
D10
CRDD 54831
L 135283
1045010

14
STW-9
S9
CRDD 54827
L135280
1045248

16
DTW-11
D11
CRDD 54829
L 135284
1045009

17
DTW-12
D12
CRDD 54810
L 135225
1044260

18
DTW-13
D13
CRDD 54789
L 135218
1041948

20
DTW-14 Obs Well
D-14
CRDD 54791
L 133397
1042930

19
DTW-14
D14
CRDD 54869
L 133398
1044271

21
STW-14
S14
CRDD 54734
L 133354
1041945

23
Park Well - South
CRDD 51878
L 38135
54995

22
DT-15 (from DT-17)
S12
CRDD 54750
L 133355
1041947

WELLS 14 - 23

Crook County Library Closures 2021

Date	Day	Reason
January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King Jr. Day
February 15	Monday	President's Day
May 31	Monday	Memorial Day
July 5	Monday	Independence Day (observed)
September 6	Monday	Labor Day
October 11	Monday	Staff in-service
November 11	Thursday	Veterans Day
November 25	Thursday	Thanksgiving
November 26	Friday	Day after Thanksgiving
December 24 (full day county holiday closure)	Friday	Christmas Eve/Christmas Day observed
December 25	Saturday	Christmas
December 31 (full day county holiday closure)	Friday	New Year's Eve/New Year's Day observed
January 1, 2021	Saturday	New Year's Day

APPROVED this 2nd day of December 2020.

CROOK COUNTY COURT

 Seth Crawford
 County Judge

 Jerry Brummer
 County Commissioner

 Brian Barney
 County Commissioner



MEMO

To: Crook County Court

From: Muriel DeLaVergne-Brown, RN, BSc, MPH

Date: 11-13-20

Re: State of Oregon Contract 159807 – Amendment #14

Crook County Health Department received the 14th amendment (#159807) from the State of Oregon for the rollover of funds from July 1, 2019 through June 30, 2020 to July 1, 2020 through June 30, 2021 along with negative \$163 from the water grant. The additional funds will continue to fund COVID-19 activities. This is just a switch of fiscal year dollars. The next amendment will decrease the COVID-19 dollars that will not be spent by December 31st and be placed in a pool to draw from monthly.



**FOURTEENTH 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fourteenth 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 Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C 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:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE01-06 COVID-19 Regional Active Monitoring	FF	CARES Act	21.019	N	Y

3. Section 1 of Exhibit C of the Amended and Restated Agreement entitled “Financial Assistance Award” for FY20 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY20)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C of the Amended and Restated Agreement.
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.

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

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 D, 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: COUNTY JUDGE

Date: DECEMBER 2, 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
Financial Assistance Award (FY20)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 4
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip Code: 97754		2) Issue Date October 09, 2020	This Action AMENDMENT FY 2020
		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01-01 State Support for Public Health	27,428	0	27,428
PE01-04 COVID19 Response	18,834	0	18,834
PE01-05 COVID-19 Local Active Monitoring	135,394	-135,394	0
PE01-06 COVID-19 Regional Active Monitoring	94,657	-94,657	0
PE12 Public Health Emergency Preparedness and Response (PHEP)	71,715	0	71,715
PE12-02 COVID-19 Response	8,738	0	8,738
PE13-01 Tobacco Prevention and Education Program (TPEP)	96,487	0	96,487
PE36 Alcohol & Drug Prevention Education Program (ADPEP)	61,250	0	61,250
PE40-01 WIC NSA: July - September	38,884	0	38,884
PE40-02 WIC NSA: October - June	119,319	0	119,319
PE40-05 Farmer's Market	665	0	665
PE42-03 MCAH Perinatal General Funds & Title XIX	2,081	0	2,081
PE42-04 MCAH Babies First! General Funds	6,652	0	6,652
PE42-06 MCAH General Funds & Title XIX	3,903	0	3,903
PE42-07 MCAH Title V (July-Sept)	5,097	0	5,097
PE42-08 MCAH Title V (Oct-June)	15,292	0	15,292
PE42-09 MCAH Oregon Mothers Care Title V (July-Sept)	2,384	0	2,384
PE42-10 MCAH Oregon Mothers Care Title V (Oct-June)	7,152	0	7,152

State of Oregon Oregon Health Authority Public Health Division				Page 2 of 4
1) Grantee Name: Crook County		2) Issue Date October 09, 2020	This Action AMENDMENT FY 2020	
Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip Code: 97754		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program		Award Balance	Increase/ (Decrease)	New Award Bal
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	10,632	0	10,632
PE44-01	SBHC Base	60,000	0	60,000
PE44-02	SBHC - Mental Health Expansion	64,760	0	64,760
PE46-02	RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03	RH Community Participation & Access (State Funds)	15,051	0	15,051
PE46-04	RH Community Participation & Access Federal Funds (July-Mar)	589	0	589
PE50	Safe Drinking Water (SDW) Program (Vendors)	31,247	-163	31,084
PE51-01	LPHA Leadership, Governance and Program Implementation	22,794	0	22,794
5) Foot Notes:		921,005	-230,214	690,791
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		
PE01-04	1	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020. Must submit a budget and narrative within 30 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from FY20 to FY21. R/E report due by August 20, 2020.		
PE01-05	1	6/2020: LPHA must use budget guidance and submit budget plan within 60 days of receiving award.		
PE01-06	1	6/2020: LPHA must use budget guidance and submit budget plan within 60 days of receiving award.		
PE12-02	1	4/2020: SFY20 COVID-19 Funding 3/21/2020-6/30/2020. Must submit a budget and narrative within 60 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from SFY20 to SFY21. R/E report due by August 20, 2020.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE40-02	1	SFY2020 Q4 reconciliation		
PE40-05	1	7/2019: Funding available SFY2020 July - December 2019		
PE42-07	1	Initial SFY20: 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.		

State of Oregon Oregon Health Authority Public Health Division				Page 3 of 4
1) Grantee		2) Issue Date	This Action	
Name: Crook County		October 09, 2020	AMENDMENT	
Street: 375 NE Beaver St., Suite 100		3) Award Period From July 1, 2019 Through June 30, 2020		
City: Prineville				
State: OR Zip Code: 97754				
4) OHA Public Health Funds Approved				
Program			Award Balance	Increase/ (Decrease)
PE42-08	1	Initial SFY20: 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.		
PE42-09	1	Initial SFY20: 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.		
PE42-10	1	Initial SFY20: 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.		
PE46-03	1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04	1	7/2019: Funding for July 1-14, 2019		
PE51-01	1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
6) Comments:				
PE01-04	3/2020:	SFY20 COVID-19 Funding 1/21/2020-6/30/2020		
PE01-04	9/2020a:	SFY20 Move funds from State Funds to Federal CARES Act funds		
PE01-04	9/2020b:	Rollover \$33,412.00 of unspent SFY20 award to SFY21		
PE01-05	6/2020:	Funding period is 3/27/2020-12/30/2020. Unspent funds from SFY20 are eligible for carry forward to SFY21 after submitting FY20 Q4 Revenue & Expenditure report.		
PE01-05	10/2020:	Rollover \$135,394.00 of unspent SFY20 award to SFY21		
PE01-06	6/2020:	Funding period is 3/27/2020-12/30/2020. Unspent funds from SFY20 are eligible for carry forward to SFY21 after submitting FY20 Q4 Revenue & Expenditure report.		
PE01-06	10/2020:	Rollover \$94,657.00 of unspent SFY20 award to SFY21		
PE12	11/2019:	\$1,590 award increase for scholarship funding for Oregon Prepared or OR-Epi		
PE12-02	4/2020:	PHEP COVID-19 Funding 3/21/2020-6/30/2020. Unspent SFY20 funds may be carried over to SFY21.		
PE12-02	9/2020:	Rollover \$46,515.00 of unspent SFY20 award to SFY21		
PE13-01	8/2019:	Amending to add 2 months of funding (total award is now for July-November 2019)		
PE13-01	11/2019:	Amending award total to \$96,487 for SFY20 (July 2019-June2020) All previous footnotes and comments are void and replaced by this one.		
PE40-01	Initial SFY20:	spend \$7,777 Nutrition Education, \$1,527 Breastfeeding Promotion by 9/30/19		
PE40-02	Initial SFY20:	spend \$23,330 Nutrition Education, \$4,581 Breastfeeding Promotion by 6/30/20		
PE40-02	10/2019:	\$120 award increase is to support Certifier Academy Kick-Off		
PE40-02	11/2019:	\$2,548 awarded for Ed Message Svc costs for 10/1/19-6/30/20		
PE40-02	SFY2020 Q4	reconciliation		
PE44-02	7/2019:	MH Expansion funding increase		
PE46-02	7/2019:	Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04		
PE46-03	7/2019:	State Funding for July 15, 2019 – June 30, 2020		
PE46-04	7/2019:	Federal Funding for July 1 – July 14, 2019 only		

State of Oregon Oregon Health Authority Public Health Division				Page 4 of 4
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip Code: 97754		2) Issue Date October 09, 2020	This Action AMENDMENT FY 2020	
		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE50	10/2020: SFY20 deobligation of \$163.00 in unspent funds.			
PE51-01	9/2020: Rollover \$10,716.00 of unspent SFY20 award to SFY21			
7) Capital outlay Requested in this Action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV	

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

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Thursday, October 1, 2020		This Action Existing Award FY 2021
4) OHA Public Health Funds Approved		3) Award Period From July 1, 2020 through June 30, 2021		
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
PE01-04	COVID19 Response	\$33,412.00	\$0.00	\$33,412.00
PE01-05	COVID-19 Local Active Monitoring	\$61,493.86	\$135,394.00	\$196,887.86
PE01-06	COVID-19 Regional Active Monitoring	\$0.00	\$94,657.00	\$94,657.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$68,495.00	\$0.00	\$68,495.00
PE12-02	COVID-19 Response	\$46,515.00	\$0.00	\$46,515.00
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

State of Oregon Oregon Health Authority Public Health Division			
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Thursday, October 1, 2020	This Action Existing Award FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021	
4) OHA Public Health Funds Approved			
Number	Program	Previous Award Balance	Current Award Balance
PE42-11	MCAH Title V	\$20,309.00	\$20,309.00
PE42-12	MCAH Oregon Mothers Care Title V	\$10,757.00	\$10,757.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,404.00	\$10,404.00
PE43-06	CARES Flu	\$11,764.00	\$11,764.00
PE44-01	SBHC Base	\$60,000.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$64,760.00	\$64,760.00
PE46-05	RH Community Participation & Assurance of Access	\$15,640.00	\$15,640.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$37,496.00	\$37,659.40
PE51-01	LPHA Leadership, Governance and Program Implementation	\$55,395.00	\$55,395.00
PE62	Overdose Prevention-Counties	\$91,699.00	\$91,699.00
		\$966,458.86	\$1,196,673.26

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.
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.

State of Oregon Oregon Health Authority Public Health Division			
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Thursday, October 1, 2020	This Action Existing Award FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021	
4) OHA Public Health Funds Approved			
Number	Program	Previous Award Balance	Increase / Decrease
		Current Award Balance	
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).		
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.		
6) Comments:			
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. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.		
PE01-04	9/2020: Rollover of unspent award from SFY20		
PE01-05	9/2020a. Case Investigation FFS 3/27-8/31/20 \$60,450.74 and Iso FFS \$1,043.12; 10/2020: Rollover \$135,394 from FY20		
PE01-06	10/2020: Rollover of unspent funds from FY20 to FY21		

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Thursday, October 1, 2020	This Action Existing Award FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE12	08/2020: Amending to revise PE12 language			
PE12-02	9/2020: Rollover of unspent SFY20 funds. award must be spent by 03/15/2021			
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				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Thursday, October 1, 2020	This Action Existing Award FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-06				
PE42-11				
PE42-12				
PE43-01				
PE43-06				
PE44-01				
PE44-02				
PE46-05				
PE50	10/2020: Rollover of \$163.00 in unspent funds from SFY20 to SFY21. Must be spent by 6/30/21.			

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802		2) Issue Date Thursday, October 1, 2020		This Action Existing Award
		3) Award Period From July 1, 2020 through June 30, 2021		FY 2021
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE51-01	9/2020: SFY21 Rollover unspent funds from FY20 to FY21			
PE62	8/2020: \$91,699 in FY21 is from SOR YR 2, Funding Available 10/1/20-6/30/21			

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

Attachment C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200
Fiscal Year 20

PE01-05 COVID-19 Local Active Monitoring
Funding Information Table

Federal Award Identification Number (FAIN):	CARES Act	State Funds
Federal Award Date:	3/1/2020	
Performance Period:	3/27/2020-12/30/2020	
Federal Awarding Agency:	N/A	
CFDA Number:	21.019	
CFDA Name:	CARES Act	
Total Federal Award:	\$94,200,000	
Project Description:	CARES Act	
Awarding Official:	N/A	
Indirect Cost Rate:	N/A	
Research and Development (Y/N):	No	

PCA: 50248 50244

INDEX: 50109 50100

Agency/Contractor	DUNS	Amount	Amount	Total FY 2020
Crook	557315405	\$0	\$0	\$0

PE01-06 COVID-19 Regional Active Monitoring
Funding Information Table

Federal Award Identification Number (FAIN):	CARES Act
Federal Award Date:	3/1/2020
Performance Period:	3/27/2020-12/30/2020
Federal Awarding Agency:	N/A
CFDA Number:	21.019
CFDA Name:	CARES Act
Total Federal Award:	\$94,200,000
Project Description:	CARES Act
Awarding Official:	N/A
Indirect Cost Rate:	N/A
Research and Development (Y/N):	No

PCA: 50248

INDEX: 50109

Agency/Contractor	DUNS	Amount
Crook	557315405	\$0

Fiscal Year 21

PE01-05 COVID-19 Local Active Monitoring

Federal Award Identification Number:	N/A	N/A	N/A	N/A	N/A	N/A
Federal Award Date:	3/1/20	3/1/20	3/1/20	3/1/20	3/1/20	3/1/20
Performance Period:	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020
Awarding Agency:	CARES Act					
CFDA Number:	21.019	21.019	21.019	21.019	21.019	21.019
CFDEFA Name:	CARES Act					
Total Federal Award:	94,200,000	94,200,000	94,200,000	94,200,000	94,200,000	94,200,000
Project Description:	CARES Act					
Awarding Official:	N/A	N/A	N/A	N/A	N/A	N/A
Indirect Cost Rate:	N/A	N/A	N/A	N/A	N/A	N/A
Research and Development (TIF):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
PCA:	50248	50248	50248	50251	50251	50251
Index:	50109	50109	50109	50109	50109	50109

Agency	DUNS No.	Amount	Amount	Amount	Amount	Grand Total
Crook	557315405		\$195,844.74	\$1,043.12		\$196,887.86

PE01-06 COVID-19 Regional Active Monitoring

Federal Award Identification Number:	N/A	N/A	N/A	N/A
Federal Award Date:	3/1/2020	3/1/2020	3/1/2020	3/1/2020
Performance Period:	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020
Awarding Agency:	CARES Act	CARES Act	CARES Act	CARES Act
CFDA Number:	21.019	21.019	21.019	21.019
CFDEFA Name:	CARES Act	CARES Act	CARES Act	CARES Act
Total Federal Award:	\$94,200,000	\$94,200,000	\$94,200,000	\$94,200,000
Project Description:	CARES Act	CARES Act	CARES Act	CARES Act
Awarding Official:	N/A	N/A	N/A	N/A
Indirect Cost Rate:	N/A	N/A	N/A	N/A
Research and Development (TIF):	FALSE	FALSE	FALSE	FALSE
PCA:	50248	50248	50248	50248
Index:	50109	50109	50109	50109

Agency	DUNS No.	Amount	Amount	Grand Total
Crook	557315405		\$94,657.00	\$94,657.00

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Counsel's Office - Regi

DATE: December 24, 2020

RE: *Shredding Services Contract with Data Delete*
Our File No.: Ct Contracts 180

The current contract for the County's shredding services with Data Delete is set to expire December 31, 2020. Attached is an Agreement to Extend Professional Services Agreement with Data Delete on a yearly reoccurring basis, with a 30-day notice to terminate by either party.

Please place this memo and the attached document(s) on the County Court CONSENT Agenda scheduled for Wednesday, December 2, 2020, for approval and signatures.

6

**AGREEMENT TO EXTEND
PROFESSIONAL SERVICES CONTRACT**

This Agreement to Professional Services Contract (hereinafter "Extension") is made by and entered into effective as of January 1, 2021, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County") and Data Delete of Oregon an ABN of RLO, Inc., an Oregon corporation (hereinafter "Contractor"), collectively the "Parties."

RECITALS

- A. County and Contractor are parties to a Professional Services Contract dated January 3, 2018, for services including the secure and confidential destruction of County documents and records (hereinafter the "Contract"); and
- B. Paragraph 3 of the Contract provides that the term shall run from the date of the last signature through December 31, 2018; and
- C. On approximately December 31, 2018, the Parties entered into an Agreement to Extend Professional Services Contract to December 31, 2019; and
- D. The Parties now desire to extend the term of the contract to automatically renew yearly on January 1, as set forth in this Extension and otherwise amend the Contract as set forth below.

AGREEMENT

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

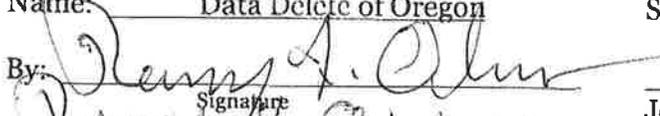
- 1. Extended Term. The term of the Contract shall be extended and shall automatically renew on January 1 yearly.
- 2. Reaffirmation of Contract. Except as modified by this Extension, all terms and conditions of the Contract and any prior amendments are reaffirmed, and remain unmodified and in full force and effect.
- 3. Counterparts. This Extension may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one and the same original. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such document.

CONTRACTOR

CROOK COUNTY COURT

Business

Name: Data Delete of Oregon

By: 
Signature
Jerry Brummer
Print Name

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Date 11/23/2020

Brian Barney, County Commissioner

Date: 12-2-20

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: November 24, 2020

RE: *Amendment 2 to Professional Services Contract with Advantage Cleaning for Janitorial Services*
Our File No.: Maintenance 26(D)

Advantage Cleaning is under contract with Crook County for janitorial services at the County Extension Office. The attached Amendment 2 amends the duties to be performed at the Extension Office, adding and modifying the scope of services currently in place.

The additions and modifications have been agreed upon by both parties and Kim Herber recommends approval.

Please place this memo and the attached document(s) on the Wednesday, December 2, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.

AMENDMENT 2
To Professional Services Contract

2 1 is entered into by Lorie Dugger, f/k/a Lorie Guidry Dugger, d/b/a Advantage Cleaning (hereinafter "Contractor"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"). Contractor and County may collectively be referred to as "the Parties."

RECITALS

WHEREAS, Contractor and County are parties to that certain Professional Services Contracts (hereinafter "the Contract") effective July 1, 2019, for the provision of janitorial services at the Crook County Extension Office, 4-H Club, Clover Building, Fairgrounds Office, Treasurers Office, and Assessors Office; and

WHEREAS, the Contract has previously been amended effective July 1, 2020 ("Amendment 1"); and

WHEREAS, the Parties wish to further amend the Contract as described herein.

AGREEMENT

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

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

Section Two: The Scope of Services in Exhibit D, is hereby amended to include COVID-19 Services for the Extension Office and is incorporated herein as attached Exhibit D. Said

Section Three: The Fee for Services in paragraph 4 of the Contract is hereby amended to read:

Fee for Services: Contractor's fee for the services identified on Exhibit D to this Agreement shall be:

- Extension Office (regular services): \$425.00 per month.
- Extension Office (COVID-19 Services): \$325.00 per month.
- 4-H Club/Clover Building (regular services): \$125.00 per month.
- 4-H Club/Clover Building (on-call services): \$17.00 per hour.
- Fairgrounds Office: \$225.00 per month.
- Treasurer/Assessor Building: \$380.00 per month.

Section Four: This Amendment 2 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 on the Parties as though they were an original of such signed document.

Section Five: Except as amended by this Amendment 2, all other terms of the Contract remain in full force and effect. Moreover, this Amendment 2 is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.

IN WITNESS WHEREOF, the Parties have executed this Amendment 1 effective on the date when signed by both parties.

Agreed to this 11 day of Nov, 2020.

Lorie Dugger, d/b/a ADVANTAGE
CLEANING

Lorie Dugger
Lorie Dugger, Owner/Operator

Address: PO Box 837
Prineville, OR 97754

Approved this 2nd day of Dec., 2020.

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

EXHIBIT "D"
Scope of Services

Please note:

Certain County buildings and offices contain sensitive information protected by law from disclosure or unauthorized access. The County may ask for the completion of a background check and/or fingerprinting prior to execution of any contract for these security-sensitive offices.

The **standard cleaning** services to be performed for all locations (except the 4-H building and IT office in the Beaver Street building) are as follows:

- Empty trash cans, place trash in dumpster and reline trash cans.
- Vacuum all carpets and rugs.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and sanitize all counter tops, desk tops and phones.
- Dust window sills.
- Clean and disinfect all sinks, toilets, urinals, mirrors and drinking fountains; polish chrome fixtures.
- Stock soap, paper towels, toilet paper and seat covers.
- Clean inside glass doors and windows and interior & exterior entrance doors.
- Dust and polish all wood surfaces (handrails, wainscoting, benches, etc.).
- Spot clean and spray anti-static on carpets as necessary and damp mop carpet protectors.
- Notify department staff of any malfunctioning equipment (leaking faucets, etc.).
- Keep janitorial room clean and organized.

Contractor must always shut and lock office doors before leaving the work site.

In addition to the cleaning services specified above, additional services such as outside window washing and carpet cleaning may be requested by the Maintenance Department Supervisor and billed separately.

All cleaning supplies and most equipment¹ shall be supplied by the Contractor and approved by the Crook County Maintenance Department. Crook County will supply hand soap, paper towels, toilet paper, seat covers and trash can liners. Cleaning times must not disrupt County offices and business. Unless otherwise specified, locations requiring service five or six times per week must be cleaned by 8:00 a.m. each working day, Monday through Friday. Cleaning days will be arranged by location supervisor and Contractor following a contract award for locations requiring service less than five times per week.

The following buildings and offices have special requirements, *in addition* to those discussed above.

1. **Treasurer's/Assessor's Building:** 200 NE Second St., Prineville, OR 97754.

Cleaning daily:

- Empty out and clean office coffee pot carafe.
- Clean and put into counter drawer any utensils in sink basket.

Cleaning twice per week:

- Empty trash cans, place trash in dumpster and reline trash cans.

¹ Vacuum and Floor Polisher: County shall supply industrial vacuum and floor polisher, noting in contract that County is responsible for replacement due to normal wear and tear, but Contractor would replace due to misuse of equipment. Maintenance will inspect equipment weekly.

- Vacuum all carpets and rugs.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and sanitize all counter tops, desk tops and phones.
- Dust window sills.
- Clean and disinfect all sinks, toilets, urinals, mirrors and drinking fountains; polish chrome fixtures.
- Stock soap, paper towels, toilet paper and seat covers.
- Clean inside glass doors and windows and interior & exterior entrance Doors.
- Dust and polish all wood surfaces (handrails, wainscoting, benches).
- Spot clean and spray anti-static on carpets as necessary and damp mop carpet protectors.
- Notify department staff of any malfunctioning equipment (leaking faucets, etc.).
- Keep janitorial room clean and organized.

2. **Extension Office:** 498 SE Lynn Blvd., Prineville, OR 97754.

Regular Services, once weekly:

- Wet wipe down inside and out/side office trash cans
- Knock down all cobwebs
- Wash kitchen sink areas
- Dust all cupboards and shelves; wet wipe down file cabinets and chairs
- Dust mop and wet mop all vinyl floors
- Wet mop carpet protectors under desks
- Vacuum all carpet including throw rugs (inside and outside)
- Vacuum windowsills

- Vacuum around all edges carpeted areas (twice monthly)
- Wash/scrub all toilets and urinals, wet wipe down stalls (all sides), clean mirrors
- Wash glass inside and out on front and back doors
- Wet wipe down interior doors, wash dirt and marks off of walls
- Pull out copy machine and other sliding furniture and sweep/mop or vacuum behind (twice monthly)
- Sweep front and back porch, sweep sidewalks around building
- Pick up paper and garbage in parking lot and around building (flower beds)
- Stock soap, toilet paper, paper towels, seat covers and sanitary bags in all containers
- Keep Office Manager updated on when to order cleaning supplies and paper products

COVID-19 Services, once weekly and with cleaning products recommended as effective against SARS-CoV-2: COVID-19 Services are intended to minimize the risks associated with the novel coronavirus, SARS-CoV-2, and are thus desired only while the threat of the COVID-19 disease remains. Said services may be terminated independently of the other services herein upon fourteen (14) days' prior written notice from the Extension Office, notwithstanding paragraph 28.

1. Clean, stock, and sanitize both of 2 restrooms
2. Sweep and wet mop both of 2 restrooms
3. Sanitize all common contact areas in the office, cafeteria, lobby spaces, and Extension employee desks if cleared for cleaning (Contractor is not move objects on the office desks)
4. Sanitize all telephone receivers and replace in phone cradle
5. Clean glass on entry doors inside and out

Twice Yearly:²

- Wash windows inside and out twice (2) yearly
- Dust/Vacuum mini blinds on all windows (2 yearly)
- Clean glass in all wall pictures twice (2) yearly
- Wash vinyl baseboard in entire office twice (2) yearly
- Strip and wax vinyl floors in entire office twice (2) yearly
- Vacuum all intake vents in ceiling

3. **4-H Building:** 498 SE Lynn Blvd., Prineville, OR 97754.

4-H Building: The 4-H Building does NOT receive the standard cleaning services, but only receives the following.

- All garbage taken out and liners replaced.
- Toilets are cleaned in and around.
- Restrooms, sinks, and counters cleaned.
- Mirrors cleaned.
- Toilet paper replenished.
- Paper towels replenished (restrooms and kitchen).
- Sanitary napkin liners taken out and replaced.
- Window sills cleaned.
- Kitchen counters cleaned.
- All floors swept.
- All floors mopped.

Services are to be performed every other week. *Further*, County staff may call with two days' advance notice to schedule additional cleaning if building use is heavy. These additional cleaning services will be billed at an hourly rate, which are separate from the regular contract rate for non-additional services.

Questions about these specifications should be directed to Jeremy Thamert, County Facilities Director, (541) 771-3048.

² If the term of the Amendment 2 is less than 9 months, these services need only be performed once yearly.

**Amendment 6
to
PROPERTY USE LICENSE**

This Amendment 6 to the Property Use License (hereinafter "Amendment 6") is entered into by and between Crook County, a political subdivision of the State of Oregon (hereinafter "LICENSOR"), and Oregon State University (hereinafter "UNIVERSITY").

RECITALS

A. LICENSOR and UNIVERSITY are parties to a Property Use License agreement dated February 12, 2015 (the "LICENSE") with respect to UNIVERSITY's use of LICENSOR's property to conduct Oregon ATV Safety Youth Rider Endorsement classes; and

B. LICENSOR AND UNIVERSITY have previously amended the LICENSE to modify its terms and extend its duration; and

C. LICENSOR and UNIVERSITY now desire to extend the duration and amend the terms of the LICENSE as set forth in this Amendment 6.

AGREEMENT

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

1. Extended Term Paragraph 4 of the LICENSE is hereby amended to extend the expiration date to December 31, 2021.

2. Unavailable Dates Paragraph 5 of the LICENSE shall be deleted in its entirety and replaced with the following:

"UNIVERSITY agrees not to conduct activities on the property on the following dates:

- June 16 through 20, 2021;
- June 24 through 27, 2021;
- July 14 through 18, 2021;
- August 1 through 8, 2021;
- Any other date set by LICENSOR at LICENSOR's sole discretion."

3. Reaffirmation of Contract Except as modified by this Amendment 6, all terms and conditions of the LICENSE and all prior amendments are reaffirmed and remain unmodified and in full force and effect.

4. Counterparts This Amendment 6 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same original. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

The parties have executed this Amendment 6 as of the last date below.

OREGON STATE UNIVERSITY

By: 

Nicole Neuschwander

Title: Director, Leasing and Strategic
Real Property Management

Date: 11/20/2020

CROOK COUNTY COURT

Seth Crawford, County Judge

Date: 12-2-20

Jerry Brummer, County Commissioner

Date: 12-2-20

Brian Barney, County Commissioner

Date: 12-2-20

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Assistant County Counsel

DATE: November 25, 2020

RE: Amendment to and memorandum of lease
Our File No.: Ct. Real Estate 291

Enclosed is an amendment to and memorandum of lease recently executed by the County regarding the potential property for the new justice center. The amendment inserts the required language for the County to claim the property as exempt from property taxes and makes it clear that any payments by the County for property taxes will be deducted from the option price, should it be exercised. The memorandum is to record with the County Clerk to put all other parties on notice of our property interest.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, December 2, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.

9

Amendment to Lease Agreement

This Amendment to Lease Agreement ("Amendment"), is made effective October 21, 2020, by and between Gregory P. Lynch and Leslie Lynch, husband and wife ("Landlord") and Crook County, a political subdivision of the State of Oregon ("Tenant" and, together with Landlord, collectively referred to herein as the "Parties").

RECITALS

- A. WHEREAS Landlord and Tenant are parties to that certain Lease Agreement (the "Lease") dated October 21, 2020; and
- B. WHEREAS the Parties wish to clarify the Lease regarding tax obligations and exemptions, the intent and benefits thereof, and Tenant's option to purchase the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Section 5 of the Lease is hereby amended as follows:

5. Taxes. As Tenant is a public body other than the State of Oregon, it is anticipated that the real property taxes for the Property may receive an exemption under ORS 307.112. The Parties expressly agree that any tax savings resulting from the exemption shall inure solely to the benefit of Tenant. Tenant agrees to prepare and submit any forms necessary to qualify for the exemption, and Landlord agrees to take any action necessary to assist Tenant in securing said exemption. That said, Tenant shall pay to Landlord, as Additional Rent, all Taxes due and owing. Any Taxes herein paid by Tenant shall be deducted from the Option Price described in Section 20. As used in this Lease, "Tax" or "Taxes" shall mean and include any form of federal, state, county, or local government or municipal taxes, fees, charges, or other impositions of every kind (whether general, special, ordinary, or extraordinary) related to the ownership, leasing, or operation of the Property or the Building, including, without limitation, the following: (a) all real estate taxes or personal property taxes levied, payable, or imposed against the Building or the Property, as such property taxes may be reassessed from time to time; (b) other taxes, charges, and assessments which are levied with respect to this Lease or to the Building and/or the Property, and any improvements, fixtures, and equipment and other property of Landlord located in the Building and/or the Property; (c) all assessments and fees for public improvements, services, and facilities and impacts thereon, including, without limitation, arising out of any community facilities district, special improvement district, or similar assessment districts, and any traffic impact mitigation assessments or fees; (d) any tax, surcharge, or assessment which shall be levied in addition to or in lieu of real estate or personal property taxes; (e) taxes based on the receipt of rent (including gross receipts or sales taxes applicable to the receipt of rent); and (f) costs and expenses incurred in contesting the amount or validity of any Tax by appropriate proceedings. Notwithstanding the foregoing, Taxes shall not include general net income or franchise taxes imposed against Landlord.

2. Section 20 is hereby inserted into the Lease as if in the original:

20. Option to Purchase.

(a) Grant of Purchase Option. Notwithstanding the Right of First Refusal of section 18, and subject to any offsets for Taxes paid in section 5, at any time before or at the expiration of the Term, if Tenant is not then in default under this Lease, Tenant will have the option, but not the obligation, to acquire the Property (the "Purchase Option") from Landlord for the agreed-upon purchase price of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) (the "Option Price").

(b) Exercise of Purchase Option. Tenant may exercise the Purchase Option by giving Landlord written notice of Tenant's election to exercise the Purchase Option not later than 30 days before the expiration of the Term.

(c) Closing of Purchase Option. If Tenant exercises the Purchase Option in accordance with the terms of this Lease, Landlord will, by means of a statutory special warranty deed, convey title to the Property to Tenant, free and clear of all liens and encumbrances except for the Permitted Exceptions (excluding any mortgages or deeds of trust granted by Landlord or any predecessor in title) and any liens or encumbrances Tenant caused or permitted to attach to the Property, or to Tenant's interest in the Property, since the Commencement Date. Landlord will furnish Tenant with a standard owner's title-insurance policy issued by a reputable title insurance company, selected by Landlord and approved by Tenant, which approval may not be unreasonably withheld. The title-insurance policy will contain only the standard printed exceptions and the exceptions permitted in the special warranty deed (as provided above). Landlord will pay the premium for the title-insurance policy and the title-insurance policy must be delivered to Tenant within a reasonable period of time after the closing. Proration of taxes and other customary adjustments must be made as of the closing date of the conveyance, if necessary given Tenant's obligations under the Lease. The closing must be in escrow at a reputable escrow company selected by Tenant and approved by Landlord, which approval will not be unreasonably withheld. The escrow fee and closing costs will be shared equally by the parties. Before closing on the exercised option, Tenant will cooperate with Landlord in Landlord's efforts, if any, to achieve a tax-free exchange of the subject property.

(d) Statutory Disclosure. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO

11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first above written.

For Landlord

Gregory P. Lynch and Leslie Lynch

For Tenant/Crook County

CROOK COUNTY COURT

By: _____
Gregory P. Lynch

Seth Crawford, County Judge

Date: _____

Date: 12-2-20

By: _____
Leslie Lynch

Jerry Brummer, County Commissioner

Date: _____

Date: 12-2-20

Brian Barney, County Commissioner

Date: 12-2-20

After recording, return to:
John Eisler
Crook County Counsel
300 NE Third St.
Prineville, OR 97754

Memorandum of Lease

THIS Memorandum of Lease (Memorandum) is dated October 21, 2020 (the "Effective Date"), by and between Gregory P. Lynch and Leslie Lynch, husband and wife ("Landlord") and Crook County, a political subdivision of the State of Oregon ("Tenant" and, together with Landlord, collectively referred to herein as the "Parties").

RECITALS

- A. Landlord and Tenant entered into that certain Lease and Agreement (the "Lease") dated October 21, 2020 with respect to the real property described on attached Exhibit A (the "Property").
- B. Landlord and Tenant desire to record this Memorandum to put third parties on notice of certain terms contained in the Lease.

AGREEMENT

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

1. **Lease Term.** The Term of the Lease expires on October 21, 2021. Tenant has an option to extend the Term of the Lease for an additional year.
2. **Option to Purchase.** Tenant has an option to purchase the Property during the Term of the Lease pursuant to the terms and conditions set forth therein.
3. **General.**
 - a. This Memorandum must be construed in accordance with the laws of the State of Oregon.
 - b. This Memorandum may be amended only by a written instrument by the parties hereto.
 - c. This Memorandum is subject to the requirements and limitations set forth in the Lease.
 - d. All capitalized terms not otherwise defined herein have the meaning ascribed in the Lease.

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IN WITNESS WHEREOF, the parties have executed this Memorandum effective as of the date first set forth above.

For Landlord
GREGORY P. LYNCH AND LESLIE LYNCH

For Tenant
CROOK COUNTY COURT

Gregory P. Lynch

Seth Crawford, County Judge

Leslie Lynch

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

STATE OF OREGON)
) ss:
COUNTY OF CROOK)

This instrument was acknowledged before me on _____, 2020 by Seth Crawford in his capacity as Crook County Judge, and Jerry Brummer and Brian Barney in their capacities as Crook County Commissioners of Crook County, Oregon.

Notary Public for Oregon

STATE OF OREGON)
) ss:
COUNTY OF CROOK)

This instrument was acknowledged before me on _____, 2020 by Gregory P. Lynch and Leslie Lynch, husband and wife.

Notary Public for Oregon

Exhibit 'A'

Located in CROOK COUNTY, OREGON:

PARCEL 1:

Lots 1, 2, 3, 4, 5 and the West Thirteen (13) feet of Lot 6, Block 4, Prineville, Oregon, according to the MONROE HODGES PLAT thereof on file and of record in the office of the County Clerk for Crook County, Oregon.

PARCEL 1:

The East 67 feet of Lot Six (6) in Block Four (4) in Prineville, Oregon, according to the MONROE HODGES PLAT thereof on file and of record in the office of the County Clerk for Crook County, Oregon. Also, beginning at the Southeast corner of said Lot 6 in Block 4, thence West 67 feet, thence South 10 feet, thence East 67 feet, thence North 10 feet to the point of beginning

REF 8542, 8545 Code 2
REF 8547 Code 2

15166AA TL 900, 1200
15166AA TL 1400

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: County Court

FROM: County Counsel's Office

DATE: November 30, 2020

RE: *Fourth Extension for Lease Office Space with County Surveyor Greg Kelso*
Our File No.: Ct Leases 58

Attached is a Fourth Lease Extension for office space reserved for County survey maps at the office of the County Surveyor (Kelso Land Surveying, LLC). This Fourth Extension lengthens the term of the lease another 2 years to December 31, 2022.

When the Lease originated in 2017, the County paid \$230 per month for storage of those County records. The first Extension (2018) included an increase of the rental amount to \$255 per month, and there was no change to the rent amount in the second Extension (2019). The third Extension (2020) included an increase of the rental amount to \$280.

In this fourth Extension, Greg Kelso has proposed an increase in rent for the County storage of the records of \$300/month. If the Court agrees to the rent increase as the attached Extension reflects, it is ready for the Court's signatures.

Please place this memo and the attached document(s) on the Wednesday, December 2, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.

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

This Fourth Lease Extension is made and entered into effective as of January 1, 2021, by and between Crook County, a political subdivision of the State of Oregon (“Tenant”) and Kelso Land Surveying, LLC (“Landlord”).

RECITALS

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

WHEREAS, the duration of the Lease was extended by the First Lease Extension and the rent was increased from \$230 per month to \$255 per month, effective January 1, 2018; and

WHEREAS, the duration of the Lease was extended by the Second Lease Extension, effective January 1, 2019; and

WHEREAS, the duration of the Lease was extended by the Third Lease Extension, effective January 1, 2020; and

WHEREAS, Tenant and Landlord now desire to further extend the term of the Lease for 2 years and to increase the rent amount from \$280 per month to \$300 per month, effective January 1, 2021, by amending the Lease and the terms as set forth in this Fourth Lease Extension (the “Extension”).

AMENDMENT TERMS

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

1. Extended Term. The term of the Lease is extended through December 31, 2022.
2. Rent Amount Increase. The rent amount shall be increased from \$280 per month to \$300 per month effective January 1, 2021.
3. Reaffirmation of Lease. Except as modified by this Extension, all terms and conditions of the Lease and any prior amendments are reaffirmed and remain unmodified and in full force and effect.
4. Counterparts. This Extension may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

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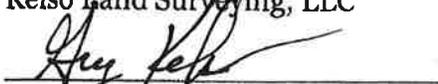
IN WITNESS WHEREOF, the parties have signed this Fourth Lease Extension on the dates set forth below.

FOR LANDLORD

FOR TENANT

Kelso Land Surveying, LLC

Crook County Court



Greg Kelso, PLS

Seth Crawford, County Judge

Date

11/24/2020

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date:

12-2-20



Day Wireless Systems
 2240 Judson Street SE
 Salem OR 97302
 United States

Quotation# QO7978

Page 1 of 2

Date 11/17/2020
 Terms NET 30-GOV
 Expires 12/17/2020
 Representative Todd Cox
 Direct Phone (541) 797-3085
 E-Mail icox@daywireless.com
 Shop Phone (503) 581-2932
 Contact Mike Ryan
 Contact Phone
 Project Name 2018 Ford Explorer PIU

Bill To

Crook County Sheriff
 308 North East 2nd
 Prineville OR 97754
 United States

Ship To

Crook County Sheriff
 308 North East 2nd
 Prineville OR 97754
 United States

Quantity	Description	Rate	Amount
1	2018 Ford Explorer PIU - SoundOff lights, controller, siren and amp. SETINA prisoner transport, push bumper and rear cargo storage. Gamber Johnson console w/mongoose MDT stand.	35,000.00	35,000.00
1	Close-To-Dash with 3" Arm - Ford PIU	280.00	280.00
1	MPH 3 FS Dual Antenna Radar	2,030.59	2,030.59
1	Graphics	733.00	733.00
1	Graphics Installation	312.50	312.50
1	0320 UPFITTING LABOR - Gun Rack Install, Camera System, Pyramid Repeater, MDT and Motorola Radio.	1,560.00	1,560.00
1	Shipping & Handling	25.00	25.00
1	Misc Hardware - Shop Supplies	65.00	65.00

Vehicle is sold as is. Day Wireless will warranty all Day Wireless aftermarket install parts. Vehicle will be ready for pick up after graphic install is complete.

11



Quotation# Q07978

Page 2 of 2

Date 11/17/2020

Day Wireless Systems
2240 Judson Street SE
Salem OR 97302
United States

Table with 4 columns: Quantity, Description, Rate, Amount. Total amount is \$40,006.09.

Crook County Sheriff
LEGAL NAME OF PURCHASER

[Handwritten Signature]
AUTHORIZED SIGNATURE

3583
P.O. NUMBER

11/23/2020
DATE

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE - TERMS SUBJECT TO CREDIT REVIEW
THIS QUOTE IS SUBJECT TO REVIEW BY MANAGEMENT FOR COMPLETENESS AND ACCURACY

* Please reference Quotation # on correspondence and purchase orders. Prices firm for 30 days unless otherwise stated *
* \$25 NSF Charge - 20% Restocking Fee - 1.5% Late Fee *

Crook County

300 E. Third Street
Prineville, Oregon 97754
(541) 447-4160 Fax (541) 447-1051

PURCHASE ORDER

3583

This number must appear on all correspondence and invoices.

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Day Wireless
2240 JUDSON ST SE
SALEM, OR 97302

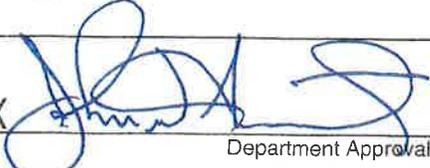
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CROOK COUNTY SHERIFF'S OFFICE
308 NE 2ND ST
PRINEVILLE, OR 97754

Date Ordered 11/23/20	Date Requested	Ship Via Will Call	Terms	F.O.B.
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Fund	Dept.	Category	Line Item	Qty	Description	Unit Price	Amount
				1	2018 FORD EXPLORER w/UPFIT SEE ITEM #1 QUOTE		35,000-
				1	CLOSE TO DASH MDT MOUNT		280-
				1	MPH 3 FS DUAL ANTENNA RADAR		2,030.59
				1	Graphics		733.00
				1	Graphics INSTALL		312.50
				1	0320 UPFIT LABOR		1,560.-
				1	shipping & HANDLING		25.-
				1	Misc. shop supplies		65.-
					Vehicle AS IS		
					Approved Dec. 2, 2020 by CROOK COUNTY COURT		
					X SETH CRAWFORD JUDGE		
					X JERRY BRUMMER Commissioner		

TOTAL ▷ \$40,006.09

X 
Department Approval

X 
County Court Approval
Royal BARNER, Commissioner

GOODS AND SERVICES CONTRACT

CONTRACTOR: Creative Information Systems, Inc. DATE: 12-2-20

ADDRESS: 27 Lowell St, Ste 402 Manchester NH 03101
Street Address City State Zip

PHONE NUMBER: 603-627-4144 Ext 608 EMAIL: vparrish@creativeinfo.net

This Goods and Services Contract (Agreement) by and between [name] (Contractor) and Crook County, a political subdivision of the State of Oregon (County), entered into on the date of the last signature below, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. PROJECT: The services as described in the Bid Packet and on Exhibit D to this Agreement are to be provided by Contractor in connection with the Crook County Landfill Scaling Software and Accessories Project.
2. DURATION: This Agreement shall run from the "effective date") through May 31, 2021 unless terminated or extended according to the provisions of this Agreement.
3. SCOPE OF SERVICES: Contractor will perform the services as described in the Specifications and Details in the Bid Packet, attached hereto as Exhibit D.
4. FEE FOR SERVICES: Contractor's fee for the services identified on Exhibit F to this Agreement shall be: One Hundred Sixty-Nine Thousand Nine Hundred Eighty-One & 32/100 Dollars (\$169,981.32).
5. EXTRA SERVICES: Contractor may also perform Extra Services (services not specified in Exhibit D), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. EXHIBITS: Contractor's Bidder's Proposal, Bidder's Certification, and the Specifications and Details of the Bid Packet are incorporated herein. The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:
 - Exhibit A: Required Terms for All Public Contracts
 - Exhibit B: Independent Contractor Status
 - Exhibit C: Protected Information
 - Exhibit D: Specifications and Details
 - Exhibit E: Purchase Agreement
 - Exhibit F: Software Support and Maintenance Agreement
 - Exhibit G: Creative Information Customer Software License Agreement
7. TAX DUTIES AND LIABILITIES: Contractor shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor.

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

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

15. INSURANCE:

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

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

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

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

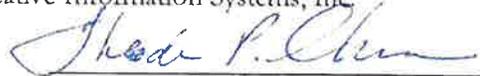
- 16.18. ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT: In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 16.19. EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES: Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
- 16.20. ATTORNEY FEES: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 16.21. WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
- 16.22. COUNTERPARTS: This Professional Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

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

For Contractor

Creative Information Systems, Inc.

By:



Signature

Theodore P. Chumas

Printed Name

Title:

President / CEO

Date:

11/25/2020

For Crook County

CROOK COUNTY COURT

Seth Crawford, County Judge

Date: 12-2-20

Jerry Brummer, County Commissioner

Date: 12-2-20

Brian Barney, County Commissioner

Date: 12-2-20

EXHIBIT A
REQUIRED TERMS FOR ALL PUBLIC CONTRACTS

1. PAYMENTS AND DEBTS:

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

2. EMPLOYEES:

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

3. OTHER PROVISIONS:

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

EXHIBIT B
INDEPENDENT CONTRACTOR STATUS

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

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

EXHIBIT C

PROTECTED INFORMATION

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

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

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

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

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

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

Exhibit D
Specifications and Details

SCALING SOFTWARE AND SCALING ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The work necessary to furnish and install, complete and ready for operation, the scaling software and scaling accessories for the existing outbound scale and new inbound scale. The respondent shall provide the scaling software and scaling accessories as included herein. The Owner will turn over the Kiosks to the overall project contractor once received from the respondent in a timely manner for installation. It is the responsibility of the respondent to ensure that all products are safely delivered to the project site with instructions and oversight of the installation as needed to ensure quality of installation and to not void warranty.
- B. Performance Requirements:
1. ~~Scaling software will be used to make the necessary transactions at the scales and be fully integrated and functional with the County's systems for tracking, reporting, and auditing purposes.~~
 2. The scaling software shall be fully integrated with both scales and all scale accessories, including those accessories provided by the scale manufacturer/supplier.
 3. Accessories for the new inbound scale system shall include: (a) two kiosks with intercoms, keypads, displays and dome IP HD cameras, and thermal receipt (ticket) printers; (b) Mounts with canopy covers for the kiosks; (c) RFID card reader to be mounted between the two kiosks; and (d) RFID cards.
 4. Accessories for the existing outbound scale shall include: (a) two kiosks with intercoms, keypads, displays, dome IP HD cameras and thermal receipt (ticket) printers; and (b) Mounts with canopy covers for the kiosks; (c) RFID card reader to be mounted between the two kiosks; and (d) RFID cards.
 5. Accessories inside the scale attendant building shall include all equipment needed to complete transactions and interface with County provided computers and servers as described in "Scaling Operation Sequencing" including, but not limited to: (a) Two RFID readers; (b) Credit card reader; (c) Thermal receipt (ticket) printer; and (d) RFID programmer/printer.

- C. **Scaling Operation Sequencing:**
1. **Open Hours Public & Commercial (Non-RFID Card) Scaling:** (a) **Inbound Scale:** The inbound scale will have a traffic light (provided by others) at the scale entrance that is automatically switched to red when weight is detected on the scale and green when there is no weight on the scale. When the light turns green, the customer will pull their vehicle onto the scale. At the window, the scale attendant will ask the customer about what type of waste they have, the information will be manually entered into the software system, and customer will collect a laminated card with RFID sticker from the scale attendant. A traffic light located at the exit of the scale (provided by others) will normally be red. After the weight is registered and recorded by the software, the light will turn green. As the customer is exiting the scale, the scale will register that no weight is on the scale and the traffic light at the scale entrance will turn green allowing the next customer to pull onto the scale and the traffic light at the exit will turn red; (b) **Outbound Scaling:** After dropping off materials, the customer will queue into the outbound lane and wait for the scale entry light (provided by others) to turn green. When green, the customer will pull onto the scale and drive up to the service window. The customer will then give the laminated card back to the scale attendant who will in turn scan the card to pull up the customers information and required fee. After weighing out and paying, the customer will drive off the scale triggering the light to turn green and the next customer to pull on to the scale.
 2. **Open & After Hours Commercial (with RFID) Scaling:** Commercial vehicles will weigh-in using RFID cards at the inbound scale. An RFID scanner will read the cards at the kiosk and the kiosk will print a receipt if the truck is tared. Once the traffic light turns green, the commercial driver can proceed to the landfill for unloading. After unloading, tared trucks will bypass the outbound scale and exit the site. Trucks that are not tared will pull onto the outbound scale, scan the RFID card to pull up the transaction and print a receipt. After the receipt prints the truck will exit the scale.

1.02 QUALITY ASSURANCE

- A. **Factory Tests:**
1. Custom-programming in digital scale controller. Provide documentation of custom-designed input screens.
 2. Test assembled control panel. Provide test documentation.

1.03 MANUFACTURER'S SERVICES

- A. A software manufacturer's representative for the specified software shall be present at the Job Site for the installation and startup/commissioning. The representation shall also be available for training. See TRAINING.
- B. The software manufacturer's representative(s) shall provide two separate visits to the project site at a minimum. The first will be to ensure satisfactory installation of the scaling accessories, initial training, and to provide testing screens and setups for the County to review and provide feedback. The second visit shall occur when the new scale and accessories are installed for full system integration and final training. See TRAINING.

1.04 SUBMITTALS

- A. Certifications and documentation pertaining to meeting the performance needs for the system and integration with the existing equipment, new equipment, and the County's systems.
- B. Complete schematic diagrams and Operating and Maintenance Manuals.
- C. Training Manuals

1.05 WARRANTY

- A. Guarantee in writing the operating performance for a period of 2 years upon certified completion of the system commissioning and training. Provide online support for the entire 2-year operating performance period.

1.06 GENERAL INFORMATION/OPERATION

- A. Software must interface with scale hardware components (scales, weight readout displays, etc.) via Transmission Control Protocol (TCP) / Internet Protocol (IP)
- B. Radio Frequency Identification (RFID):
 - 1. Software must have the capability of running the After Hours kiosk system.
 - 2. Software must have the capability of using RFID cards to recognize commercial trucks. Furthermore, the RFID card shall recognize a container truck which the driver can enter in a container ID number using the keypad that identifies the empty weight of the container and computes the gross tared weight of the truck and container.

PART 2 PRODUCTS

2.01 RFID CARD READERS

- A. The reader system shall be fully functional for inbound scaling of all vehicles including tared commercial trucks (and containers as noted in Section 1.06B.2) and fully integrated with the software system. The reader system shall provide for a fully automated weighing operation whereby commercial trucks are identified in the system (with tare weights) by scanning of RFID cards. The readers shall be housed in all weather-proof enclosure and mounted on the same pedestals as the kiosks, as approved by the Owner and Engineer.
- B. The system shall come with 250 pre-programmed RFID cards with a unique sequential numbering system.

2.02 RFID CARD PRINTER

- A. The system will be capable of programming and printing associated RFID stickers and will be fully integrated with the software system.
- B. Stickers shall contain, at a minimum, customers name and account number.
- C. Stickers shall be durable and suitable for all weather applications.

2.03 KIOSKS

- A. The two new kiosks (high and low) on the inbound scale shall each provide an intercom system, IP HD dome camera, keyboard, display and thermal ticket printer. The two outbound kiosks (high and low) will have the same features as the inbound kiosks.
- B. The printed ticket shall display the date, time, inbound weight, outbound weight and fee. The ticket printer shall provide a print speed of three lines per second, 40 characters per line at 12 CPI, and a printing width of 3.33 inches. Duplicate tickets may be requested by pushing a key.

PART 3 EXECUTION

3.01 GENERAL

- A. The system shall have the capability of reading RFID Stickers and will have integral credit card transaction capability.
- B. The system shall be setup as a local network with a server located in the administration building.
- C. The scaling software will need to have the ability to produce invoices, be compatible with the County's financial software (Quickbooks) with an export file, be compatible with the existing scale and new scale."
- D. All licenses, keys, and any other form of rights to the purchased scaling software will be only licensed to Crook County.

- E. Software must be an aesthetically appealing, functional, and an easy to use windows-based platform with the capability of using shortcut keys or a mouse to process transactions.
- F. Software manufacturer must make available all downloadable updates, patches, and bug fixes, etc. as they are released, and free of charge to Crook County, for the respective version of the software that has been purchased.
- G. Software must be capable of storing vehicle and drop box tare weights indefinitely, with the ability to set up prompted reminders to update these tare weights, at the County's discretion.
- H. Software must have the capability of processing public inbound, outbound, and RFID transactions simultaneously.
- I. All software transactions must be stored indefinitely and must be available through the software at any given point in time for review and reporting purposes.
- J. Unfinished transactions shall be placed in a "hold rack" until completion. The "hold rack" should have a large and reasonable amount of transactions that can be stored.
- K. Software must be capable of tracking and storing inbound materials in measurements of tons, each, cubic yards, gallons, etc. for regulatory, internal, tracking, and reporting purposes.
- L. Software must be capable of providing quotes and pre-orders for outbound materials along with a seamless implementation from a quote/pre-order into an actual transaction within the software.
- M. Software must have the capability of changing fees/rates, at the County's discretion, and have the ability to set up these fees/rates ahead of time, as well as, set a date and time for these fees/rates to automatically take effect. Crook County must be able to set up and make these changes under their own power and discretion and not be reliant on software manufacture's assistance or permissions to do so.

3.02 MANUFACTURER'S INSPECTION AND CERTIFICATION

- A. Following installation by the Contractor the scale software manufacturer's representative shall inspect and certify that the scaling accessories have been installed in full compliance with the manufacturer's instructions.

3.03 TRANSACTIONS

- A. Credit Card and Till
 - 1. Software must have the capability of operating and processing a cash/check till.
 - 2. Software must have the capability of processing unlimited amount of credit card transactions.
 - 3. Software must have the capability of processing and storing unlimited billing/charge accounts.

- B. Insufficient Funds
 - 1. Software must be able to store an insufficient funds transaction (INSF) within the system until full payment has been received. These INSF transaction amounts should be in their own category and accounted for in the end of day balancing report.
 - 2. Software must be capable of scanning driver's license data capturing the required information that will be stored with the transaction in the system.
- C. Material Tracking and Recording
 - 1. Software must be capable of tracking and storing the weight and drop off locations of materials brought into the landfill.
 - 2. Software must be capable of splitting a transaction, and the associated load tracking and fees charged, on a percentage or fraction basis for inbound and outbound loads.
- D. Special Fees
 - 1. Software must have the capability of a minimum of 20 special fee categories/ fields to set up and select from (e.g. tires, appliances with refrigerant, assistance fee, etc.)
 - 2. Software must allow the option for special fee items to be charged as each, by weight, or by a flat rate.
- E. Notes
 - 1. Software must have the capability of providing multiple fillable "note fields" on a printed ticket
 - 2. Software must have the capability of printing/posting automated notes on weight tickets from the County as desired.
- F. Manual Mode
 - 1. Software must have the capability of switching from an auto advance mode into a manual mode for the purposes of fixing tickets and testing/learning how the software shall process different scenarios as they arise.
- G. Ticket Voiding
 - 1. Software must have the capability of voiding tickets/transactions, as necessary.
 - 2. Software must have the capability of storing voided tickets/transactions in the system indefinitely.
 - 3. Software must have the capability of prompting a required "reason for voiding transaction" field, with the option of filling in the field or using a drop-down list of predetermined reasons, to complete the voiding process.
- H. Ticket Printing
 - 1. Software must have the capability of printing receipts.
 - 2. Software must have the capability of reprinting and emailing tickets individually or as a batch when needed.

3. Software must have the capability of customizing/adding information, logos, notes, etc. to printed transaction receipts.

3.04 REPORTING

- A. Software must either integrate directly with or have the capability to export files to the County's accounting systems.
- B. Software must be capable of individual transaction or end of day batch integration/exporting to above software systems.
- C. Software must be capable of providing an end of day balancing report for each individual user that includes total cash/checks received, total bank deposit, billing/charge account totals, amount left in till, Insufficient funds, and Credit Card totals.
- D. Software must be capable of searching for and segregating information and respectfully creating/printing reports on all information listed in these software specifications by transaction, weight, volume, date, time frame, destination, customer, year, etc.
- E. Software must be capable of conversions between measurements of the above listed items for reporting purposes.
- F. Software must provide the ability for Crook County local users to create custom reports as needed
- G. Software must be capable of pulling up any or all transactions, from any given time period, for review and reporting purposes.

3.05 SECURITY

- A. Software must have the capability of multiple user accounts requiring a password to access
- B. Software must have the capability of adjustable permissions settings for each user or group of users
- C. Software must have the capability of providing an "approved persons to charge" list associated with charge accounts to the scalehouse operator for charge account transactions. A prompt must appear for the operator to fill in a specified "approved individual" field that directly corresponds with the approved persons list before the transaction can be processed; this mandatory field must also be printed on the weight ticket.
- D.

3.06 TESTING

- A. Preoperational Test Phase: Perform factory tests in accordance with manufacturer's requirements. Factory tests shall include factory testing of custom-programmed scale controller and testing of inputs for all County provided input fields.

- B. Component Test Phase: Test scale controller, card reader system, and all scale accessories.

3.07 TRAINING

- A. Software provider shall provide two separate 24-hour training sessions in-person and hands-on with Crook County employees. The first session shall be administered following satisfactory installation of the software. The second session shall be done at the completion of start-up and commissioning of the entire full system. Each training session shall be provided to scalehouse operators, finance department, technical services, and landfill administration staff. Video recordings of training sessions shall be made available to the County for future staff training purposes. If no such video recordings are available, the County will have the right to record training sessions utilizing its own equipment.
- B. Training shall include day-to-day operation of the software, setting up and generating desired reports, explanation of the interfacing between hardware and software, any maintenance involved with keeping the system in good operating order, and any other training/information the County requests.
- C. The software provider shall provide the County with a complete Training and Operations guide for the software, including screenshots and detailed operating instructions for all aspects of the software, in both printed and electronic formats. Two sets of printed copies bound in a 3-ring binder and tapped shall be provided.
- D. All training requirements listed above shall be included in the cost of the software package.

3.08 CUSTOMER SERVICE

- A. Software Support staff must use volitional, cloud-based remote support tools via web browser when helping County staff. GoToMeeting is an example of a compliant solution.
- B. Software Provider must have a customer service after hours/holiday option for the County, if needed.
- C. A total of 80 hours of Remote Project Management to be used for meetings, support, and configuration of the software.

3.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store materials in manufacturer's original, unopened, undamaged containers.
- B. Handle materials in such a manner as to prevent damage to products or finishes.

Exhibit E

Creative Information Systems
Purchase Agreement

This Purchase Agreement ("Agreement") is made by and between Creative Information Systems, Inc., a New Hampshire corporation, with offices located at 27 Lowell Street, Suite 402, Manchester, NH 03101 USA ("CIS") and the purchaser of Products ("PURCHASER"), as identified below.

SCOPE: The terms and conditions stated herein shall control for all purchases of CIS products. PURCHASER agrees that in no event and under no circumstances shall terms set forth in purchase orders take precedence over the terms and conditions of this Agreement or Customer Software License Agreement referenced below, the terms of which may be modified only by the mutual written consent of both parties.

SHIPPING CHARGES AND TAXES: All CIS prices are F.O.B. Manchester, New Hampshire, USA. Costs of shipping and insurance shall be paid and borne by PURCHASER. Prices in the CIS Price List do not include federal, state or local taxes, excise taxes, tariffs or duties. PURCHASER agrees to pay all such taxes or to reimburse CIS for such taxes which CIS may be required to pay.

TERMS: All standard CIS Product sales require a fifty percent (50%) deposit, with the balance due upon delivery. Should any amount due CIS from PURCHASER remain unpaid for a period of thirty (30) days or more, PURCHASER shall pay an additional amount equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum rate of interest permitted by law of the overdue amount for each month, or part thereof, that payment is overdue. NOTICE - Failure to make a payment when due shall constitute a material breach of this Agreement, giving CIS the option to terminate this Agreement, cause deactivation of the CIS software and /or hardware and immediately repossess the CIS Products delivered to PURCHASER. Costs of repossession shall be the responsibility of PURCHASER. A fifteen percent (15%) cancellation fee will be charged for all cancelled standard orders. Cancelled custom orders will result in the forfeiture of the deposit. Returned orders will result in a twenty-five percent (25%) restocking fee. All returned order require an Return Material Authorization (RMA) number.

CIS CUSTOMER SOFTWARE LICENSE AND TECHNICAL SERVICES: PURCHASER hereby agrees to abide by the terms and conditions stated in the CIS Customer Software License Agreement included with each CIS Product. CIS training, support and maintenance services are provided to PURCHASER under separate written agreement(s), unless specified by CIS.

The customer has received and agrees to the CIS HARDWARE & 3RD PARTY SOFTWARE REQUIREMENTS except where approved in writing by CIS.

GENERAL PROVISIONS: Any lawsuit or litigation arising out of or relating to this Agreement, or the breach thereof, shall be initiated within the jurisdiction of, and in accordance with the laws of, the State of New Hampshire. Should any of the provisions of this Agreement be found to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall nonetheless remain in full force and effect. No modification, addition to, or waiver of any right, obligation or default shall be effective unless in writing and signed by the party against whom such is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed as a waiver of any subsequent right, obligation or default. This Agreement supersedes all prior written and verbal agreements and understandings regarding purchases and is intended as the complete and exclusive statement of the terms of this Agreement.

EXECUTED BY THE DULY AUTHORIZED SIGNATORY OF PURCHASER:

Signature

Name & Title

Company Name

Date

Company Address

Exhibit F

Creative Information Systems

Software Support & Maintenance Agreement

This Software Support and Maintenance Agreement ("Agreement") is made by and between CREATIVE INFORMATION SYSTEMS, INC., a New Hampshire corporation, with offices located at 27 Lowell Street, Suite 402, Manchester, NH 03101 USA ("CIS") and CUSTOMER ("CUSTOMER"), as identified below.

The purpose of this Agreement is to clearly set forth the understanding between the parties as to software support and maintenance services to be performed whereas CIS hereby agrees to provide, and CUSTOMER agrees to accept, on the following terms and conditions, the services described below.

1. SOFTWARE COVERED

1.1 The software supported and maintained under this Agreement includes the CIS Software Products (all hereinafter referred to as "Software") listed in the attached CIS Invoice(s), which is / are incorporated by reference, located at the designated sites specified on the CIS Invoice(s) ("Authorized Sites"). No third-party software or hardware products are covered under this Agreement. All third-party software and hardware products require direct support and maintenance services from their respective manufacturers.

2. SERVICES PROVIDED

2.1 During the term of this Agreement, CIS will (1) provide user support for the Software, (2) provide periodic remedies for any programming errors which are attributed to the Software and which significantly affects use of the Software, as these remedies become available for general release, (3) supply the CUSTOMER with any minor improvements or modifications to the Software which are not chargeable as options, custom work, or new versions of the Software and (4) provide training services regarding use of the Software at CIS' offices or Web conferencing on a regularly scheduled rotating basis.

2.2 In addition to the above services, CIS can provide the CUSTOMER with one set of training materials, tutorial and other technical information.

2.3 Support and maintenance services will be provided during normal business hours, Monday through Friday, 9:00 a.m. - 5:00 p.m. (ET); except legal holidays. This Agreement covers ONLY support and maintenance of the Software; CUSTOMER's rights of use are provided by separate software license(s).

3. MANNER OF SUPPORT

3.1 Support and maintenance services will be provided by verbal telephone contact, e-mail, Web conferencing or by FAX between CIS and the CUSTOMER's employee(s). In case of abnormalities or misbehavior of the Software, CUSTOMER shall notify CIS of the problem(s) and CIS will use its best efforts to respond to CUSTOMER within 24 hours (except on weekends and legal holidays). After responding to CUSTOMER, CIS will resolve the reported problem(s) as soon as reasonably possible. When requested, CUSTOMER shall provide and mail to CIS back-up copies of system and data files.

4. CUSTOMER RESPONSIBILITIES

4.1 It is CUSTOMER's obligation to provide, on an uninterrupted basis during the term of this Agreement, a trained System Manager and Alternate who shall have basic expertise in all aspects of the Software covered by this Agreement. The System Manager or Alternate shall act as liaison between CUSTOMER and CIS for support and maintenance purposes. Proper Software operating procedures shall be followed on an uninterrupted basis by CUSTOMER, as such procedures may be provided by CIS or as set forth in Software documentation, including, at a minimum, regular and systematic back-up procedures. Under no circumstances shall CIS be responsible under this Agreement for restoration of loss of data caused by inadequate Software or equipment operation. It is CIS' policy to answer support questions regarding accounting only from the Software operation point of view. Questions regarding how to best do accounting transactions should be addressed with CUSTOMER's accountant.

Creative Information Systems
Software Support & Maintenance Agreement

4.2 The CUSTOMER agrees to cooperate fully with CIS in effecting the objectives of this Agreement, provide CIS with sufficient support and test time on the CUSTOMER's computer system to duplicate the problem, certify that the problem is with the Software, and certify that the problem has been corrected.

4.3 The CUSTOMER shall inform CIS in writing of any modifications made to the Software other than by CIS. CIS shall not be responsible for maintaining CUSTOMER or third-party modified portions of the Software or for maintaining portions of the Software affected by CUSTOMER or third-party modified portions of the Software. Corrections for difficulties or defects traceable to the CUSTOMER's errors or system changes shall be billed at CIS's standard time and materials charges.

5. FEES AND PAYMENT

5.1 All CIS fees for support and maintenance services are listed in the current CIS Price List. CIS support and maintenance services for the first twelve months are from the date of initial invoice ("Initial Support Term").

5.2 Prior to the expiration of the Initial Support Term, CIS will send Customer an invoice thirty (30) days in advance stating the amount owed for subsequent support and maintenance services for the twelve (12) month period commencing upon the expiration of the Initial Support Term (e.g. a CUSTOMER whose Initial Support Term expires on May 31 will be invoiced for June 1 – May 31 for the next twelve (12) month period.

5.3 Unless terminated per Section 6. below, CUSTOMER agrees to pay CIS for the amounts invoiced for support and maintenance services within thirty (30) days after the applicable invoice date. This Agreement may be terminated by CIS without notice if payment for the subsequent twelve-month intervals is thirty (30) days in arrears. In the event of late payment, interest shall be charged at the rate of one and one-half (1 1/2%) percent per month. All fees for support and maintenance services are nonrefundable.

6. TERM AND TERMINATION

6.1 This Agreement shall commence upon the date of the Initial Support Term and shall continue in full force and effect until terminated per Sections 6.2, or 6.3 below.

6.2 This Agreement may be terminated by CIS at any time without prior notice where (1) in the sole opinion of CIS, the Software is in any manner modified or altered by CUSTOMER, or by any third-party operating under CUSTOMER's direction, and such modifications or alterations are inconsistent with the Software or an impediment to future maintenance, (2) if CUSTOMER neglects or fails to perform or observe any material term or obligation set forth in this Agreement, or (3) if payment is thirty (30) days in arrears. Section 8. and 9. below shall survive any termination of this Agreement. NOTICE: In the event of non-payment for support services, CIS may terminate support services. The CUSTOMER agrees that the termination of the present agreement for reasons outlined herein shall also cause the termination of the Customer Software License Agreement signed between the parties.

6.3 This Agreement may be terminated by CUSTOMER with a prior written notice of thirty (30) days from each one year anniversary of the signing date of the present agreement.

Creative Information Systems
Software Support & Maintenance Agreement

7. ADJUSTMENTS TO TERMS AND CONDITIONS

7.1 At any time after the one year and subsequent anniversaries, as applicable, CIS may change its Software support and maintenance fees, terms and conditions upon written notice to the CUSTOMER. Where CIS makes such changes, CUSTOMER may terminate the Agreement, without termination fee, upon thirty (30) days' written notice to CIS.

8. CONFIDENTIALITY

8.1 With respect to data relating to the CUSTOMER's business which is considered confidential, is clearly marked as confidential, and which is submitted to CIS by the CUSTOMER in order to carry out this Agreement, CIS will instruct its personnel to keep such information confidential by using the same care and discretion that they use with similar data which CIS designates as confidential. CIS shall not, however, be required to keep as confidential any data which is or becomes publicly available, is already in CIS's possession, is independently developed by CIS outside of the scope of this Agreement, or is rightfully obtained from third parties. In addition, CIS shall not be required to keep confidential any ideas, concepts, know-how or techniques relating to data processing submitted to CIS or developed during the course of this Agreement by CIS personnel or jointly by CIS and CUSTOMER personnel.

9. WARRANTY AND LIMITATION OF LIABILITY

9.1 CIS warrants that the software support and maintenance provided will be in accordance with the terms specified herein. CIS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The payments made to CIS under this Agreement do not include consideration for assumption of the risk, and in no event shall CIS be liable for any lost profits, and special, indirect or consequential damages suffered by CUSTOMER arising out of or in connection with the use or the inability to use the Software, even if CIS has been advised of the possibility of such damages. In no event shall the liability of CIS under this Agreement exceed the value of services provided.

10. GENERAL

10.1 No modification, addition to, or waiver of any right, obligation or default shall be effective unless in writing and signed by the party against whom such is sought to be enforced. One or more waivers of any right, obligation or default shall not be construed as a waiver of any subsequent right, obligation or default.

10.2 Upon the request of either party, any dispute arising under this Agreement shall be resolved through arbitration conducted in accordance with the Rules of the American Arbitration Association. Awards resultant of such arbitration may be entered into the court with jurisdiction. In expressed acknowledgment of the possibility of extraordinary damages that CIS may incur as the result of a breach of this Agreement by CUSTOMER, CIS shall be entitled to any extraordinary relief that may be available, in addition to remedies at law.

10.3 Should any of the provisions of this Agreement be found to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.4 CIS shall not be held responsible or in breach for failures in performance caused by events outside of its reasonable control, including but not limited to acts of God, strikes, labor disputes, fires, floods, governmental acts or acts or omissions of third parties.

10.5 The Customer Software License Agreement signed by the parties shall be considered a part of this Agreement for the purposes stated herein.

Creative Information Systems
Software Support & Maintenance Agreement

10.5 This Agreement supersedes all prior agreements and understandings, oral or written, between CIS and CUSTOMER relating to the services provided for hereunder, and is intended as the complete and exclusive statement of the Agreement.

Accepted by the Authorized Representative of the Parties on the Date(s) Below:

CUSTOMER:

Authorized Signature

Name & Title - (Print or Type)

Company

Date

Company Address

Jurisdiction of Incorporation

CREATIVE INFORMATION SYSTEMS, INC.:

Authorized Signature

Name & Title - (Print or Type)

Date

Exhibit G

Creative Information Systems

Customer Software License Agreement

This Software License Agreement ("License") is made by and between CREATIVE INFORMATION SYSTEMS, INC, a New Hampshire corporation, with offices located at 27 Lowell Street, Suite 402, Manchester, NH 03101 USA ("CIS") and the original purchaser of the Software, as identified below ("Licensee").

Grant of License CIS hereby grants to Licensee, the limited rights to possess and use the CIS' Software Items listed below ("Software"), on the terms and conditions specifically set forth in this License.

Term This License is effective upon CIS' receipt of full payment for the Software, and shall continue in effect 1) until Licensee ceases all use of the Software and either returns to CIS or destroys all copies thereof, or 2) until this License is automatically terminated upon the failure of Licensee to comply with any of the terms of this License and 3) the termination of the Software Support & Maintenance Agreement as outlined therein at which point CIS shall deactivate the Software License. NOTICE: CIS reserves the right to deactivate the Software in the event full payment is not received by CIS in accordance with the terms and conditions of the CIS Purchase Agreement.

Your Agreement

- You are purchasing a license to use the Software. The Software is owned by and remains the property of CIS and/or its Licensers, is protected by international copyrights, and is transferred to the Licensee and any subsequent owner of the Software media for their use only.
- Licensee agrees that the Software will be used solely for Licensee's internal purposes. If the Software is installed on a networked system, or on a computer connected to a file server or other system that physically allows shared access to the Software, Licensee agrees to provide technical or procedural methods to prevent use of the Software by more than the number of users specified below or as authorized in writing.
- One machine-readable copy of the Software may be made for BACK-UP PURPOSES ONLY. The back-up copy shall display all proprietary notices, and be labeled externally to show that it is the property of CIS, and that its use is subject to this License. Documentation in whole or part may not be copied
- Except as expressly provided in this License, Licensee may not use, copy, disseminate, modify, distribute, sub-license, sell, rent, lease, lend, give or in any other way transfer to any third-party, by any means or in any medium, including telecommunications, the Software. Licensee will use its best efforts and take all reasonable steps to protect the Software from unauthorized use, copying or dissemination, and will maintain all proprietary notices intact.

Limited Warranty CIS warrants the Software media to be free of defects in workmanship for a period of ninety (90) days from purchase. During this period CIS will replace at no cost any such media returned to CIS, postage prepaid. This service is CIS' sole liability under this warranty.

Creative Information Systems

Customer Software License Agreement

Disclaimer LICENSE FEES FOR THE SOFTWARE DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF RISK BY CIS, AND CIS DISCLAIMS ANY AND ALL LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR OPERATION OR INABILITY TO USE THE SOFTWARE, OR ARISING FROM THE NEGLIGENCE OF CIS OR ITS EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS OR DEALERS, EVEN IF ANY OF THESE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES FURTHERMORE, LICENSEE INDEMNIFIES AND AGREES TO HOLD CIS HARMLESS FROM SUCH CLAIMS. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY THE LICENSEE. THE WARRANTIES EXPRESSED IN THIS LICENSE ARE THE ONLY WARRANTIES MADE BY CIS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY GIVES YOU SPECIFIED LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

General This License is the complete and exclusive statement of the parties' agreement. Should any provision of this License be held to be invalid by any court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the remainder of the License shall nonetheless remain in full force and effect. This License shall be controlled by the laws of the State of New Hampshire and the United States of America, as applicable.

The Software Support & Maintenance Agreement signed by the parties shall be considered a part of this Agreement for the purposes stated herein.

CIS Software Items and Number of Authorized Users:

Executed by an authorized representative of Licensee on the date below:

LICENSEE:

By: _____

Title: _____

Date: _____

Organization Name: _____

Organization Address: _____

Legal Jurisdiction of Incorporation: _____

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



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MEMO

TO: Crook County Court
FROM: John Eisler, Assistant County Counsel
DATE: November 30, 2020
RE: Justice Center Architectural RFP Selection
Our File No.: Ct. Contracts 281

The County recently solicited proposals for architectural design services for the potential new justice center. There was an excellent turnout for the mandatory pre-proposal meeting and the County received seven excellent proposals from some of the most respected regional firms.

The County employed a two-phase procurement process under new legislation which allowed the finalists to submit pricing proposals. The project itself consists of two phases: Phase One is the planning and design phase; Phase Two, assuming funding is secured (matching funds from the State and possible bonding) is construction. The procurement only obligates the County to contract for Phase One.

An Evaluation Committee was formed to review the proposals, which included myself, Commissioner Barney, Jerry Milstead, Jeremy Thamert, Sheriff Gautney, and Eric Klann from the City of Prineville. Candidates were scored by the Evaluation Committee and two finalists were selected for interviews and to submit pricing proposals, Pinnacle Architecture and Steele and Associates. Interviews were held on November 17, 2020 and final scoring on November 24.

The Evaluation Committee has scored Pinnacle Architecture the highest. The final scores are as follows¹:

Firm	Scorer #1	Scorer #2	Scorer #3	Scorer #4	Scorer #5	Total Score
Ankrom	76	63.25	46	64.75	76	326
BLRB	76	66.7	75	72.5	76	366.2
DLR	78	65.1	58	63.95	77	342.05
LRS	77	63	79	67.7	79	365.7
Pinnacle	82	68.6	80	75.8	81	394.4
SRG	78	68	63	73	77	359
Steel	77	75	77	68.6	77	388.6

¹ Only Pinnacle and Steele submitted pricing proposals; their scores reflect the additional potential 15 points.

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Pursuant to statute and the RFP, with the County Court's approval, the County would begin negotiations with the highest ranked proposer for an agreeable contract. Should negotiations be unsuccessful, the Committee may then begin negotiations with the second highest-ranked proposer, and so on.

The Evaluation Committee recommends a motion naming Pinnacle the highest ranked proposer and to initiate negotiations with Pinnacle for architectural design services for the new justice center.

Please place this memo and the attached document(s) on the Wednesday, December 2, 2020 County Court Agenda as a DISCUSSION ITEM for approval and signatures.

Approved this 2nd day of December 2020.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Assistant County Counsel

DATE: November 25, 2020

RE: New Agreement with Crook County Historical Society re: Museum Properties
Our File No.: Court Contracts 2

Enclosed is a new agreement with Crook County Historical Society (Society) to replace the prior agreement. As has been discussed in prior meetings, the existing agreement has been in place and amended many times over the years. As it was, there was ambiguity and confusion as to each party's respective roles. Through a collaboration with Commissioner Brummer, Sandor Cohen, and Society board members, this new agreement was drafted. Notable features to the new agreement include:

- Clear delineation of roles regarding staffing—the County is in charge of employees of the Museum, including the Executive Director;
- Capital improvements—Society is responsible for all fundraising efforts for new capital improvements and the County will procure contractors and oversee construction;
- Society is responsible for promoting memberships, caring for artifacts, operating the store, and providing recommendations for a vacant Executive Director position.

This new agreement should simplify the working relationship between the parties and enable successful collaboration on any future museum expansions. The Society has executed the agreement and I recommend its approval. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, December 2, 2020 County Court Agenda as a DISCUSSION ITEM, for approval and signatures.

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CONTRACT for SERVICES
between
CROOK COUNTY HISTORICAL SOCIETY and CROOK COUNTY

I. EFFECTIVE DATE.

This Contract for Services (Contract) shall take effect on the date last signed below and shall be of continuous duration unless and until terminated by one or both parties pursuant to the provisions of the Contract.

II. PARTIES.

Crook County, a political subdivision of the State of Oregon (County) and Crook County Historical Society, Inc. a nonprofit corporation of the State of Oregon (Society); collectively referred to as "Parties" or individually referred to as "Party."

III. BACKGROUND AND PURPOSE.

In 1971 the Bowman Building, at Third and Main Streets in Prineville, Oregon, was donated to County for as long as the building was used as a museum, now known as the Bowman Museum (Museum). On or around February 27, 1975, County entered into an agreement with Society for the purpose of operating the Bowman Museum and to maintain the Ranchers' Memorial at the Crook County Fairgrounds (the Bowman Museum, Ranchers' Memorial, and any other real property acquired or put to use by County specifically for museum purposes shall be hereafter referred to as the "Museum Properties"). That 1975 contract has been amended and superseded at various times over the years.

This Contract is meant to supersede said prior agreements between the Parties and document their current understanding as it relates to the operation of the Museum Properties. The goal of this Contract is to clearly define the respective roles and working relationship of Society and County as the Parties work collaboratively to operate the Museum Properties for the benefit of the public, and for County to support Society in its mission.

IV. RESPONSIBILITIES OF THE PARTIES.

A. SOCIETY WILL:

- Conduct events, functions, and activities at the Museum during regular hours, off hours, and after hours for the public in furtherance of Society's mission;
- Maintain and promote memberships of the Museum and collect donations;
- Maintain and promote beneficial partnerships with related organizations;
- Own and care for the collection of materials at the Museum Properties;
- Collaborate with Museum staff to encourage volunteer participation to benefit the Museum and its events;
- Provide recommendations to County regarding qualifications of and the best candidates for the Executive Director position, should it come vacant;
- Partner with Museum staff to actively pursue the acquisition of relevant artifacts;
- Operate the store as a fundraising tool;
- Unless agreed to otherwise in writing, raise the funds necessary for any desired capital

- improvements;
- Provide a detailed estimate to County of the money required under ORS 385.200 for the following year by March 1 of each year; and
- Submit a written report to County by January 1 of each year detailing how the previous year's funds were expended pursuant to ORS 358.220.

B. COUNTY WILL:

- Own, manage, and maintain the Museum Properties;
- Recruit, select, hire, pay, and otherwise control Museum employees, including the Executive Director, while authorizing said employees to also act in a manner that supports Society's mission;
- Determine the Museum Properties' hours to be open to the public and provide appropriate staff;
- Operate the Museum Properties in a manner that preserves Society's artifact collection while providing public access to the same;
- Provide guidance, draft the procurement documents, and assist as needed on any capital improvement projects to Museum Properties; and
- Determine the budget for expenditures of tax-related funds, including disbursements under ORS 358.210.

V. GENERAL PROVISIONS.

A. NO EMPLOYMENT RELATIONSHIP.

Nothing in this Contract shall be interpreted to create or establish an employer-employee relationship between the Society and any staff provided by County. County shall be the "employer" of any and all County staff provided to further the objectives of this Contract. As an employer, County's obligations shall include, but shall not be limited to, the payment of any employee benefits, if applicable; paying all employer payroll taxes and making all withholdings required under state and federal law; and maintaining worker's compensation insurance coverage for any staff provided pursuant to this Contract.

B. AGENCY AND PARTNERSHIP.

Neither party is, by virtue of this Contract, a partner or joint venturer with the other party and neither party shall have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.

C. INDEMNIFICATION.

1. Subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), County shall indemnify and hold, within the limits and subject to the restriction in the Oregon Tort Claims Act, Society, its officers, agents, and employees, harmless from any and all claims, actions, costs or damages caused by Crook, including any actions from or by County employees.
2. Society agrees to indemnify, defend, save and hold harmless County and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Society or any of the officers, agents, employees or subcontractors of Society ("Claims"). It is the specific intention of the parties that the

Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Society from and against any and all Claims.

- Without limiting the generality of the foregoing, no Party shall be liable to any other party for any incidental or consequential damages arising out of or related to this Contract. No Party shall be liable for any damages of any sort arising solely from the termination of this Contract or any part hereof in accordance with its terms.

D. ASSIGNMENT.

Neither this Contract nor any of the rights granted by this Contract may be assigned or transferred by either Party.

E. BINDING EFFECT.

The terms of this Contract shall be binding upon and inure to the benefit of each of the Parties and their respective administrators, officers, agents, representatives, successors, and assigns.

F. TERMINATION.

Either party may terminate its involvement by giving sixty (60) days written notice to the other party. With the exception of documents or information necessary to comply with the statutory obligations under ORS Chapter 358 described above, upon termination each party's obligations, financial and otherwise, are ended. Written notice to the Parties shall be by hand, electronic message, or deposited with the United States Postal Service; either registered or certified, postage prepaid to the following addresses:

To County:

Crook County Counsel
300 NE Third Street
Prineville, OR 97754

To Society:

Crook County Historical Society
264 N Main St.
Prineville, OR 97754

G. WRITTEN AMENDMENTS REQUIRED.

The terms of this Contract may be renegotiated or amended at any time by mutual consent of the parties, solely by a writing signed by both Parties.

H. SEVERABILITY.

Should any provision or provisions of the Contract be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this Contract which shall remain in full force and effect.

I. ENTIRE AGREEMENT.

This Contract constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties, if any; whether written or oral, concerning the subject matter of this Contract which are not fully expressed herein.

J. PERIODIC REVIEW.

The parties will review this Contract annually to ensure that it continues to meet the needs of both parties.

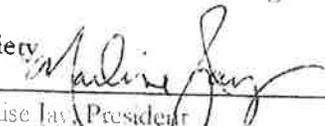
CONTRACT between CCHS and Crook County

K. COUNTERPARTS.

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

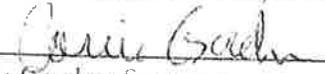
SIGNATURES: All Parties, by the signatures below, hereby acknowledge that they have read this Contract, understand it, and agree to be bound by its terms and conditions.

Society

By: 

Marlise Jay, President

Date: November 20, 2020

By: 

Carrie Gordon, Secretary

Date: November 20, 2020

Crook County Court

By: _____

Seth Crawford, County Judge

By: 12-2-20

Jerry Brummer, County Commissioner

By: 12-2-20

Brian Barney, County Commissioner

Date: 12-2-20