



# CROOK COUNTY WORK SESSION

**Administration Conference Room  
203 NE Court Street, Prineville, OR**

**Tuesday January 11, 2022 at 9 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: 2557 624 5694  
Meeting Password: 37qgD2rbpy2**

	<b>Requester</b>	<b>Discussion Matter</b>	<b>Packet Docs</b>
1	Tim Deboodt Chris Gannon	Potential County Sponsorship of Federal Watershed Restoration Grant	
2	Will VanVactor Randy Davis	Community Development Update	
3	Eric Blaine	Pharmacy Services Agreement for Crook County Jail (Request to Approve)	

	<b>Requester</b>	<b>Executive Discussion Matter</b>	<b>Packet Docs</b>
Exec #1			

*Items placed on the Work Session agenda are intended for discussion only, without making  
decisions or finalizing documents unless an emergency exists.*

*\*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.*

*Requests to be placed on the Work Session agenda are  
due by 5 p.m. the Thursday before the Work Session*

**January 11, 2022 Work Session Agenda**

# WFPO Preliminary Investigation Feasibility Report (PIFR) Overview

Updated 5-11-2021

## Why

The purpose of the Preliminary Investigation Feasibility Report (PIFR) is to provide reasonable assurance that a feasible plan can be developed that addresses a Public Law 83-566 purpose and that there are no apparent insurmountable obstacles. The PIFR is the justification document for the State Conservationist (STC) to request Watershed and Flood Prevention Operations (WFPO) funding.

## What

An environmental evaluation (EE) using an interdisciplinary science-based approach will be conducted as a part of the PIFR. The EE will assist the RFO to determine whether a Plan-EA or Plan-EIS should be prepared or whether the proposed actions are covered by categorical exclusions. The PIFR:

- is a brief study, using existing data and field information
- will determine if the proposed project meets the program criteria
- will consider all locally identified rural development needs of the communities in the watershed
- is a summary of the results of planning done to date
- should include the extent and magnitude of problems, goals, alternatives for solving the identified problems, the estimated cost, and any effects of proposed alternatives
- will have enough detailed information for the potential sponsor to understand the merits of the project
- will indicate if it is possible for any unresolved conflicts can be resolved in the watershed project plan development phase
- will address the maximum watershed or subwatershed area to not exceed 250,000 acres
- will address no structure providing more than 12,500 acre-feet of floodwater detention capacity or more than 25,000 acre-feet of total capacity

## Eligible Project Purposes

### (i) Flood Prevention (Flood Damage Reduction)

Flood prevention or flood damage reduction measures are installed to prevent or reduce damages caused by floodwater. Mitigation measures reduce or prevent floodwater damages by reducing runoff, erosion, and sediment; modifying the susceptibility of improvements in the floodplain to damage; removing damageable property from the floodplain; or reducing the frequency, depth, or velocity of flooding. Measures may also include actions that prevent encroachment into the floodplain.

### (ii) Watershed Protection

Watershed protection consists of onsite treatment of watershed natural resources concerns for the primary purpose of reducing offsite floodwater, erosion, sediment, and agriculture-related pollutants. Watershed protection plans may include ecosystem restoration type activities. Any practice or combination of practices listed in Title 450, National Handbook of Conservation Practices (NHCP), may be considered for inclusion in the systems of practices included in a watershed protection project plan. Project measures for watershed protection include land treatment practices installed by land users to conserve and develop soil, water quality and quantity, woodland, fish and wildlife habitats, energy, or recreation and scenic resources

Public Law 83-566 requires that the SLO must “obtain agreements to carry out recommended soil conservation measures and proper farm (conservation) plans from owners of not less than 50 percent of the lands situated in the drainage area above each retention reservoir to be installed with Federal assistance.” USDA policy requires

installation of land treatment practices necessary to ensure that at least 50 percent of the land upstream from any retention reservoir is adequately protected before beginning construction of the retention reservoir.

**(iii) Public Recreation**

Public recreation developments may be included in a watershed project plan when the SLO agrees to operate and maintain a reservoir or other area for public recreation. Project measures must include only minimum basic facilities needed for public health and safety and access to and use of the area. Minimum basic facilities may include picnic areas, sanitary facilities, fishing piers, shelters, cooking grills, parking areas, swimming beaches, access roads, water, and trails. Also included are practices to provide needed access, water, and power.

**(iv) Public Fish and Wildlife**

Fish and wildlife development areas may be included in a watershed project plan when the SLO agrees to operate and maintain a reservoir or other area for public fish and wildlife access. Measures installed for public use of areas developed to improve the habitat or the environment for the breeding, growth, and development of fish and wildlife may be included in a watershed project plan.

**(v) Agricultural Water Management**

Agricultural water management includes drainage, ground water recharge, irrigation, water conservation, water quality improvement, and agricultural (including rural communities) water supply.

**(vi) Municipal and Industrial Water Supply**

Municipal and industrial (M&I) water supply includes measures necessary to provide storage capacity in reservoirs to increase the availability of water for present and future municipal and industrial use. Needed outlet works and pipelines to convey water from the reservoir to the existing or proposed treatment facilities or water system are also considered project measures.

**(vii) Water Quality Management**

Water quality management measures provide water storage capacity in reservoirs for regulation of stream flow to improve water quality in streams.

**(viii) Watershed Structure Rehabilitation**

Watershed structure rehabilitation authorizes financial assistance to local organizations to cover a portion of the costs of rehabilitating dams originally constructed as part of a project carried out under any of the following four authorities—Public Law 83-566, Public Law 78-534, the pilot watershed program authorized under the Department of Agriculture Appropriation Act of 1954, or the Resource Conservation and Development Program authorized by the Agriculture and Food Act of 1981.

## **Preliminary Investigation Feasibility Report Outline**

- Summary
- Applicable Agency Authority and Authorized Purposes
- Potential for 20% Agricultural (Rural) Benefits
- Project Overview
- Resource Information
- Proposed Project Purpose and Need Statement
- Resource Concerns and Opportunities
- State, Tribal, Federal Stakeholder Engagement
- Potential Alternatives
- Facilitating Factors
- Obstructing Factors
- Environmental Document
- Sponsors
- Potential Cooperating Agencies
- Potential Stakeholders
- Recommendation

# NRCS Infrastructure & Jobs Act

Watershed & Flood Prevention Operations Program  
(WFPO)



United States Department of Agriculture

## Infrastructure Act Funding

Watershed Operations Program

\$500million

Rehab Program

\$118million

EWP Program

\$300million

Total

\$918million



# Outline

- **Overview of the Watershed Operations Program**
  - PL-566 Background
  - Purpose and Need
  - Statutory Requirements
  - Financial Assistance
  - Funding
- **Working with your State NRCS Staff**
  - State Conservationist and Program Manager Roles
  - Preliminary Investigation Feasibility Reports



# Watershed Operations Program

## Purpose and Need

### Authorized Purposes

- Flood Prevention (Flood Damage Reduction)
- Watershed Protection
- Public Recreation
- Public Fish and Wildlife
- Agricultural Water Management
- Municipal and Industrial Water Supply
- Water Quality Management
- Watershed Structure Rehabilitation





# Watershed Operations Program

## Purpose and Need

### Watershed Protection

Watershed protection consists of onsite treatment of watershed natural resources concerns for the primary purpose of reducing offsite floodwater, erosion, sediment, and agriculture-related pollutants. Watershed protection plans may include ecosystem restoration type activities. ... Project measures for watershed protection include land treatment practices installed by land users to conserve and develop any of the following:

- Soil
- Water quality and quantity
- Woodland
- Fish and wildlife habitats
- Energy
- Recreation and scenic resources







United States Department of Agriculture

## Watershed Operations Program

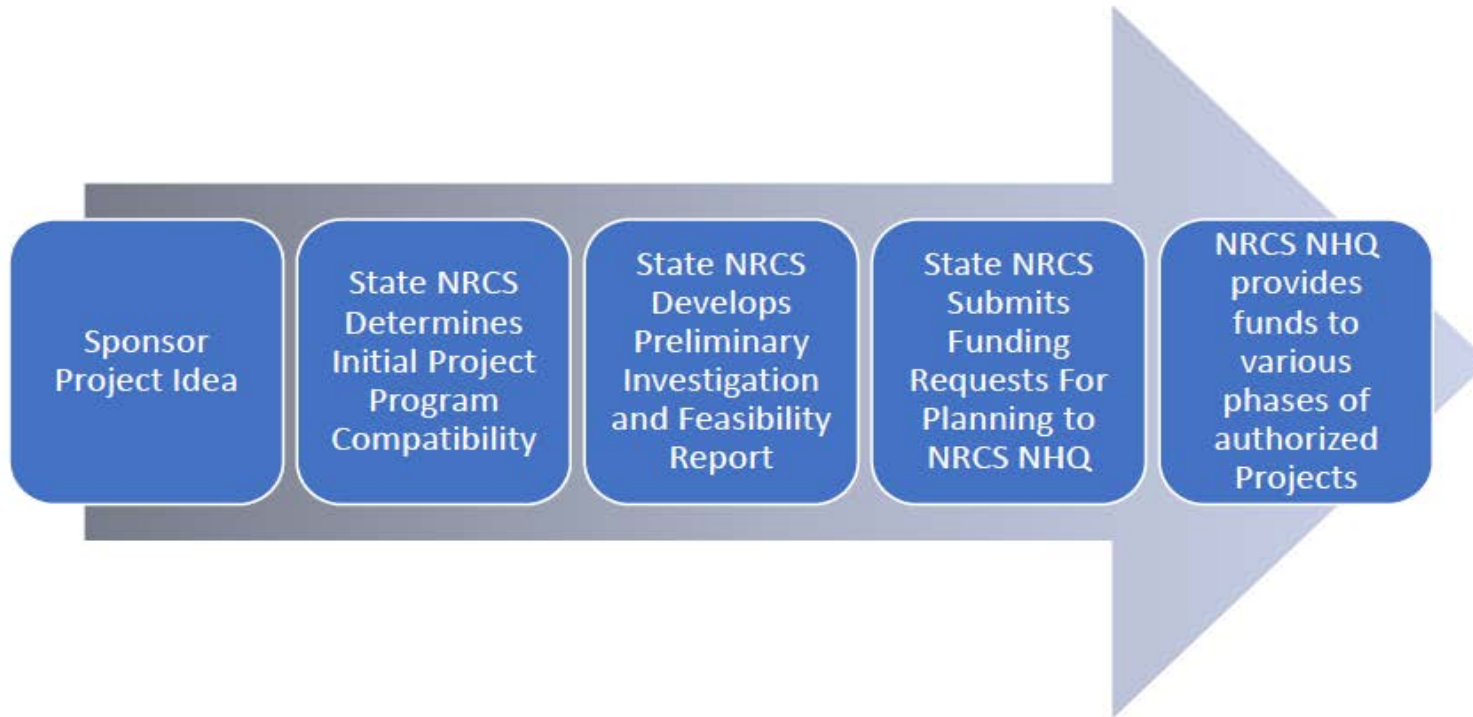
### Statutory Requirements

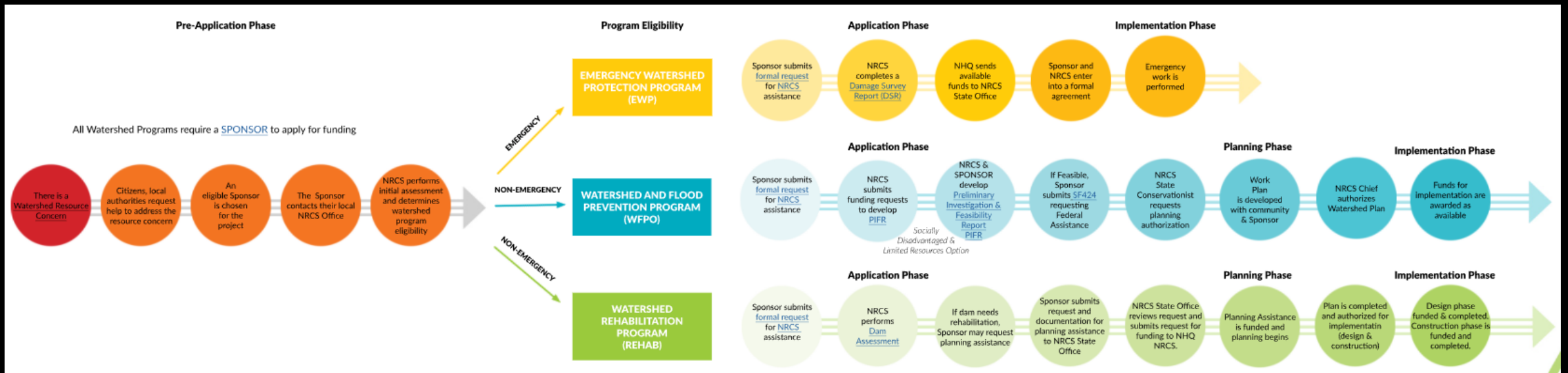
- The Sponsor must meet eligibility requirements.
- The request is for \$25 million or less in NRCS funds.
- Agricultural benefits, including those to rural communities, comprise at least 20 percent of benefits.
- The project acreage is less than 250,000 acres in size.
- The project does not include any single structure that provides more than 12,500 acre-feet of floodwater detention capacity.
- The project provides no more than 25,000 acre-feet of total capacity.



# Watershed Operations Program

## Working with your State NRCS Staff





# Eligibility; Match; Local Partners

- Tax Base; Eminent Domain
- PL-566 funds,
- Match Requirements 25% - 15% depending on activities
- Watershed Plan
- CRWC
- SWCD
- OID
- City
- County
- Other Suggestions?

# Potential Projects

- McKay Strategy
- Upper Ochoco Creek Restoration (Several Landowners Interested)
- RCPP Lower Crooked River Strategic Action
- Upper Crooked River Floodplain Reconnection?
- Barnes Butte Juniper Removal and Chipping
- Fish reintroduction support
- Drought resiliency, water quality and quantity



# Questions?

Next Steps, Create PIFR to submit to Local NRCS DC



<Name of Pharmacist>, RPh, Pharm. D.

<Business Name>

<Address>

<City, State, ZIP>

<Telephone>

### **Pharmacy Services Agreement**

This Pharmacy Services Agreement (the "Agreement") is made on the this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, RPh, an independent contractor (hereinafter "Pharmacist"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County").

**For good and valuable consideration**, the sufficiency of which is acknowledged, the parties agree as follows:

1. Pharmacist is an Oregon licensed, registered pharmacist and will be assigned to work for County as further provided in this Agreement. It is understood and agreed that Pharmacist, while performing services pursuant to this Agreement, is at all times acting and performing as an independent contractor.
2. This Agreement becomes effective on the date first written above, and continue in force for a period of twelve (12) months unless sooner terminated as described herein.
3. Pharmacist will perform pharmacy inspections and consulting services on behalf of County pursuant to oral requests from County. Pharmacist will provide all equipment, tools, materials or supplies necessary to fulfill Pharmacist's obligations under the terms of this Agreement.
4. Pharmacist shall abide by all state and federal regulations governing the practice of pharmacy. For the duration of this Agreement, Pharmacist will maintain all licenses and authorizations necessary to practice pharmacy activities.
5. Pharmacist understands and agrees that he is not authorized to incur any expense on County's behalf without County's prior written consent.
6. County will provide Pharmacist the proper work orientation and performance evaluation.
7. Pharmacist will present a time record to County for verification and signature at the end of each inspection and/or at the end of each work assignment. County's signature on such time record evidences County's agreement to pay Pharmacist for the assignment and/or hours included on the time record.
8. County shall pay Pharmacist for pharmacy inspections, consultation and pharmacy services rendered at the following rates.

Oregon Licensed Registered Pharmacist Consultant:

- \$\_\_\_\_\_per visit and/or inspection (travel time included).
- \$\_\_\_\_\_per hour for consultation and/or document preparation.

9. County shall promptly pay Pharmacist for the total hours worked. County acknowledges and agrees that its payment is due to Pharmacist within thirty (30) days after receiving the invoice.

If County does not pay the invoice(s) when due, County shall pay Pharmacist a service charge equal to 1.5% per month on the unpaid amount.

10. Whenever it is necessary for either party to give notice to the other regarding this Agreement, the notice will be in writing and sent by certified mail to the address provided below, or to any other address which either party may provide by written notice to the other during the term hereof.

To Pharmacist:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To County:

Crook County, Oregon  
Attn: Jail Commander  
308 NE 2<sup>nd</sup> Street  
Prineville, OR 97754

11. 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.
12. The person signing on behalf of each party represents and warrants that he/she is authorized to sign on behalf of that party.
13. This Agreement sets forth all of the agreements, conditions and understandings of the parties, and supersedes all prior or contemporaneous agreements, conditions, and understandings between them, whether written or oral.
14. This Agreement may be modified only through a written document executed by both parties.
15. This Agreement binds and insures to the benefit of the successors and assigns the parties. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
16. Pharmacist must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Pharmacist will not be paid until a fully completed W-9 form is submitted.
17. Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by County. Pharmacist is responsible to pay, according to law, Pharmacist's income tax and self-employment tax, if applicable.

18. Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
19. 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.
20. TERMINATION:
- (a) Either party may terminate this Agreement after giving ninety (90) 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 ninety (90) day period after notice of intent to terminate without cause has been given;
  - (b) 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.

IN WITNESS WHEREOF, the parties execute this agreement as of the date first written above.

PHARMACIST:

CROOK COUNTY:

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title