



**CROOK COUNTY COURT MEETING**  
**Crook County Annex | 320 NE Court St. | Prineville OR**  
**WEDNESDAY, February 16, 2022 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: 126 538 6281; Meeting Password: jEnpYBs933**

**CONSENT AGENDA**

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

1. Approve Minutes of February 1, 2022 and February 8, 2022 Work Session and February 2, 2022 Regular Meeting
2. Approve Order 2022-06 Capital Assets
3. Approve Mental Health Promotion & Prevention (MHPP) Grant 2022-107
4. Approve 4<sup>th</sup> Amendment to Oregon Health Authority 2021-2023 IGA 169507-4
5. Approve Pavement Inspections and Digital Imaging of Crook County Roads

**SCHEDULED APPEARANCES – None Scheduled**

**DISCUSSION**

6. Crook County Cultural Coalition Grant Requester: Casey Daly
7. Second Reading, Public Hearing, Ordinance 329, Destination Resort Overnight Lodging Unit Bonding
8. First Reading, Public Hearing, Ordinance 330, amending Titles 17 and 18 of the Crook County Code, adopting additional procedural clarity, streamlining application processes, and expanding options for local residents, and declaring an emergency

**EXECUTIVE SESSION**

9. ORS 192.660(2)(i) To review and evaluate the employment-related performance of the chief executive officer of a public body, a public officer, employee or staff member who does not request an open hearing

*\*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.*

## **NOTICE AND DISCLAIMER**

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

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

**CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRENTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMMISSIONS, MISUSE OR MISINTERPERTATION.**

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

If you are interested in obtaining additional coples of any of the documents contained herein, they maybe obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website.



CC 02.16.2022

**CROOK COUNTY COURT MINUTES  
OF FEBRUARY 1, 2022 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on February 1, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo and Director Will Van Vactor.

At 9 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

**EXECUTIVE SESSION**

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

**MOTION** to direct staff to prepare motion as directed in executive session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 9:30 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF FEBRUARY 8, 2022 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on February 8, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Chief Administrative Deputy Stephanie Wilson; Commander Bill Elliott; Sergeant Hannah Pierce; Director Will VanVactor; Manager Tim Deboodt; Road Master Bob O'Neal; Shop Superintendent James Staniford and Mike Erwin.

**WORK SESSION**

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

Agenda Item #1, Community Development Update: Community Development Director Will VanVactor appeared before the Court to provide a monthly update for building, planning and onsite services for the month of January.

Additional Agenda Item: Assistant County Counsel John Eisler received a request for continuance regarding the TSR North application hearing. The proposed date is May 18<sup>th</sup> following County Court.

**MOTION** to continue the TSR North application hearing to May 18<sup>th</sup> at 9:00 a.m., at 320 NE Court Street, Prineville, Oregon. Motion seconded. No further discussion. Motion carried 3-0.

At 9:09 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection and ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

**EXECUTIVE SESSION**

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

**MOTION** to direct staff to correspond with counter party as discussed in executive session. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to direct staff to correspond with outside counsel as discussed in executive session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:35 a.m.**

Respectfully submitted,

**Amy Albert**

ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.

ORS 192.660(2)(b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.

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

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

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

ORS 192.660(2)(g) To consider preliminary negotiations regarding trade or commerce in which you are in competition with other states or nations

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

ORS 192.660(2)(i) To review and evaluate the employment-related performance of the chief executive officer of a public body, a public officer, employee or staff member who does not request an open hearing

**CROOK COUNTY COURT MINUTES  
OF FEBRUARY 2, 2022 REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on February 2, 2022, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Assessor Jon Soliz; Manager Tim Deboodt; Clerk Cheryl Seely; Human Resources Keity Crimson; Manager Brent Bybee; Director Will VanVactor; Peter Watts; Bob Morrissey; Ann Biere; Matt Canham; Matt McCaw; Mike McCarter; Carol Benkosky; Bill Jordan; Steve Mote; Matt Ropp; Monty Kurtz and Stan Hartung.

**REGULAR SESSION**

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

**MOTION** to approve the Consent Agenda as presented with these changes, item number six approval of the 401K amendment will be removed. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #7: Carol Benkosky is working with the Rotary Club to host a spring and fall cleanup of Ochoco Creek Park and is asking the County to pay the tipping fees at the landfill. This is a biannual event Ms. Benkosky organizes and the County pays the landfill costs for.

**MOTION** to waive dump fees for Ochoco Creek Park cleanup. Motion seconded. No further discussion. Motion carried 3-0.

Appearances / Item #8: Crook County Assessor Jon Soliz requested the County Court appoint him to the Crook County Foundation.

**MOTION** to appoint Jon Soliz to the Crook County Foundation. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #9: Clerk Cheryl Seely informed the Court two petitions have been submitted regarding the Greater Idaho Movement. Both petitions are legislative in nature and have been approved for the ballot. The next steps for the individuals that submitted the petitions would be to gather signatures and submit them to the Clerk's Office.

Matt McCaw, a member of the Greater Idaho Movement, requested the Court submit an advisory question to the May ballot. The Court explained to Mr. McCaw at this time they are not willing to submit an advisory question due to the potential financial risk it could pose to the County.

Representative Vikki Breese Iverson submitted an advisory question to the Attorney General; however, the Attorney General has not ruled on the legality of the question.

Mr. McCaw stressed the fact that he wants the County Court to interpret any question on the ballot regarding the Greater Idaho Movement as members of the County voting to be part of Idaho. Members of the Greater Idaho Movement are not wanting to invest time or money into this endeavor if the County Court will not support this movement on a legislative level. The County Court is encouraging members of the Greater Idaho Movement to gather the needed signatures for the ballot, and they will revisit this matter after the election.

Discussion item #10: This is the second reading of Ordinance 327 – Noxious Weed List. A Public Hearing was opened. Receiving no comment from the public the Public Hearing was closed.

**MOTION** to read by title only. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to approve Ordinance 327 regarding the noxious week list. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #11: This is the first and only reading of Ordinance 328 Goal Five PAPA. It was determined this would be the only reading since the County held several hearings regarding this matter. A Public Hearing was opened. Mike Erwin asked what PAPA stands for. County Counsel John Eisler responded it stands for post acknowledgement plan amendment. Matt Ropp from Knife River asked if any recent modifications had been made to the Ordinance. Mr. Eisler responded no changes have been made in the past seven days. The public hearing was closed.

**MOTION** to read by title only. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to pass Ordinance 328. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #12: This is the first reading of Ordinance 329 – Destination Resort Overnight Lodging Unit Bonding. Ordinance 329 would address unusual circumstances, such as the current epidemic, destination resorts may face in the bonding process. This matter has been reviewed by the Planning Commission. A second reading will be held February 16, 2022. A Public Hearing was opened. Receiving no comment from the public the Public Hearing was closed.

**MOTION** to approve the first reading of Ordinance 329. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #13: Order 2022-05 is for the amendment of the County fee schedule. A Public Hearing was opened. Receiving no comment from the public the Public Hearing was closed.

**MOTION** to approve Order 2022-05 County Fee Schedule. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #14: The Crook County Historical Society contracted with Steele for the exhibit center the Museum will be building.

**MOTION** to approve AIA document B101-2017 contract between Steele and Crook County. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #15: County Court was presented with the purchase agreement for the Justice Center site. The purchase agreement contains the same terms as the lease agreement.

**MOTION** to approve purchase of the Lynch property for the Justice Center. Motion seconded. No further discussion. Motion carried 3-0.

### **EXECUTIVE SESSION**

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 10:04 a.m.**

Respectfully submitted,

**Amy Albert**

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

**IN THE MATTER OF EXEMPTING THE  
PURCHASE OF PAVEMENT INSPECTIONS,  
DIGITAL IMAGING, AND ROADWAY  
INVENTORY SERVICES AS A SOLE  
SOURCE PROCUREMENT BY THE CROOK  
COUNTY ROAD DEPARTMENT PURSUANT  
TO ORS 279B.075**

**ORDER 2022-06**

**WHEREAS**, ORS 279B.075 states that the Local Contract Review Board may exempt certain public contracts or classes of contract from competitive bidding, but in doing so, must include findings of fact, and

**WHEREAS**, The County has used Capitol Asset and Pavement for the creation of a database of road condition images. An alternative vendor's services would not interface with that database, so the efficient utilization of existing systems would tolerate a finding that only Capitol Asset should be awarded a contract.

**WHEREAS**, the project overview includes but is not limited to:

1. Re-inspection and follow-up reporting of all centerline miles of paved roads within the Crook County current pavement management database; and
2. Collect images and update the sign database inventory on approximately 550 centerline miles of Crook County roads, including sign inventory, cattle guards, and guard rails.

**WHEREAS**, currently, Capitol Asset & Pavement Services Inc. is the only company that provides the County road inspections and analysis necessary to monitor the health of the Crook County road network. Capitol Asset & Pavement Services Inc. has continued to provide these services to Crook County on a bi-annual basis for the past several years, including pavement rating in addition to video logging. Due to the unique nature of the services provided, and the development of a distinct database, the efficient utilization of existing goods requires the acquisition of compatible goods or services that currently can only be provided by Capitol Asset & Paving Services Inc.



**NOW, THEREFORE**, the Crook County Court in its capacity as Local Contract Review Board, **ORDERS** and **DIRECTS**, based on the above findings and pursuant to ORS 279B.075, the Crook County Road Department may purchase pavement inspections, digital imaging, and roadway inventory services from Capitol Asset & Paving Services Inc. in an amount not to exceed **FORTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$42,400)**.

Dated this \_\_\_\_\_ day of February 2022.

Approved:

CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford, County Judge

\_\_\_\_\_  
Jerry Brummer, County Commissioner

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

Vote:	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___

# Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3<sup>rd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 2/3/2022

RE: Mental Health Promotion & Prevention (MHPP) Grant 2022-107  
Our File No.: MH 133(A)

---

This will be the 6<sup>th</sup> grant from Deschutes County for this program, which is aimed to change common influences on the development of Individuals across their lifespan. Deschutes County will pay Crook County 4 quarterly installments of \$11,111 (not to exceed \$44,444). In return, the County will be responsible for the following Program Objectives and Outcomes:

1. Utilize data to inform the planning, implementation, and evaluation of MHPP initiatives and activities;
2. Offer a minimum of 4 trainings to community members as indicated by readiness and capacity;
3. Work with Overdose Response program to assess and implement interventions with patients who have intentionally overdoses and are in the Emergency Room;
4. Partner with Crook County firearm retailers on messaging that promotes safe storage as it relates to lethal means access for those at risk for suicide;
5. Partner with school counselors to support Social Emotional Learning (SEL) via curriculum and/or creation of space and intervention that support emotional regulation for students identified as struggling with their mental health.

The effective date of this grant is January 1, 2022 and terminates on December 31, 2022.

**Please place this memo and the attached document(s) on the Wednesday, February 16, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.**



REVIEWED  
LEGAL COUNSEL

3

**GRANT AGREEMENT  
NO. 2022-107  
Mental Health Promotion and Prevention (MHPP)**

This Agreement is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division, hereinafter referred to as "County", and Crook County, a political subdivision of the State of Oregon hereinafter referred to as "Contractor," collectively referred to as "Party" or "Parties." The Parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Agreement shall be January 1, 2022. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when County accepts Contractor's completed performance or on December 31, 2022, whichever date occurs last. Agreement termination shall not extinguish or prejudice County's right to enforce this Agreement with respect to any default by Contractor that has not been cured. This Agreement may be renewed or extended only upon written agreement of the Parties.

**Agreement Documents.** This Agreement includes Page 1-10 and Exhibits A-H.

---

**CONTRACTOR DATA AND SIGNATURE**

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

**I have read this Agreement including the attached Exhibits. I understand this Agreement and agree to be bound by its terms.** NOTE: Contractor shall also sign Exhibit E.

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

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

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

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

---

**DESCHUTES COUNTY SIGNATURE**

Contracts with a maximum consideration of not greater than \$50,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$50,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator.

**Signature:**  <https://na2.documents.adobe.com/verifier?ref=1524>  
(Feb 1, 2022 1:24 PST)

**Email:** erik.kropp@deschutes.org

**Title:** Interim Health Services Director

**Company:** Deschutes County

## STANDARD TERMS AND CONDITIONS

Contractor shall comply with the following requirements herein to the extent that it is applicable to the agreement for services determined and agreed to by and between Contractor and County.

1. **Time is of the Essence.** The Parties agree that time is of the essence in the performance of this Agreement.
2. **Contractor's Services.** Contractor shall provide mental health promotion and prevention activities in alignment with the Central Oregon Mental Health Promotion and Prevention (MHPP) Grant and associated work plan in Exhibit B.

Exhibit A – OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS

Exhibit B – STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

Exhibit C – INSURANCE

Exhibit D – EXPENSE REIMBURSEMENT

Exhibit E – CONFIDENTIALITY AGREEMENT

Exhibit F – FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES

Exhibit G – REQUIRED PROVIDER CONTRACT PROVISIONS

Exhibit H – CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE NUMBER LISTING

The above-referenced exhibits are attached hereto and incorporated by this reference. Contractor's services are funded by and through County's contracts with the State of Oregon, Oregon Health Authority (OHA). The "MHPP" program and activities ("Program") is further described in Exhibit A, attached hereto and incorporated by this reference.

3. **FEE FOR SERVICES:** Contractor's fee for services identified above shall be as indicated below following the checked boxes:

- ☐ A retainer amount of \$ \_\_\_\_\_ payable at the time this Authorization is executed. This retainer amount shall apply to the fees due under this Agreement at the completion of the services provided by Contractor.
- ☐ A fixed fee of \$ \_\_\_\_\_.
- ☒ A fee amount based on the attached Budget – Attachment B. Maximum consideration shall not exceed **\$44,444** for the Agreement term. County shall pay Contractor in four (4) quarterly installments of \$11,111 within thirty (30) days' receipt and approval of Contractor's invoice. Quarterly invoicing shall be based on the calendar year January to December.

4. **Expense Reporting.** Reporting documentation for allowable travel expenses provided for in Contractor's Budget, Exhibit B, Paragraph 6 E, is further detailed in Exhibit D of this Agreement.

5. **Work Standard.**

- A. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Agreement and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- B. For goods and services to be provided under this Agreement, Contractor agrees to:
  - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
  - 2) comply with all applicable legal requirements;
  - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
  - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

6. **Ownership of Work.** Subject to Oregon record retention laws, all work of Contractor that results from this Agreement (the "Work Product") is the exclusive property of County.

- A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.



- B. If, for any reason, the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Agreement except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- F. If this Agreement is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Agreement, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Agreement.
- G. In the event that Work Product is deemed Contractor’s Intellectual Property and not “work made for hire,” Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County’s behalf.
- H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County’s behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County’s behalf.

**7. Regulations and Duties.** Contractor shall comply with all applicable provisions of that certain contract, as amended, including applicable Service Descriptions attached thereto, effective January 1, 2022, between the State of Oregon acting by and through its Oregon Health Authority (OHA) and Deschutes County, OHA Agreement #173133. Contractor agrees to comply with the rules and regulations of County, applicable provisions in the contract between County and OHA, incorporated herein by reference, as of the effective date of the Agreement, applicable provisions of the Administrative Rules and Procedures of OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to Contractor’s performance of services under this Agreement. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Agreement County determines to be within the scope of this Agreement and is to be performed by Contractor, Contractor shall perform on behalf of County. No federal funds may be used to provide services in violation of 42 USC 14402.

**8. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: [https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150\\_Standard\\_Contract\\_Provisions](https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Provisions)

**9. Confidentiality.** In addition to the obligations imposed upon Contractor by **Exhibit E**, Contractor shall maintain confidentiality of information obtained pursuant to this Agreement as follows:

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County’s or the Contractor’s responsibilities under this Agreement except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- C. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- D. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act (“HIPAA”).

- E. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- F. This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- G. If Contractor receives or transmits protected health information, Contractor and County shall enter into a Business Associate Agreement or a Confidentiality Agreement, whichever is applicable, which, if attached hereto, shall become a part of this Agreement.
- H. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of services to clients which are funded in whole or in part under this Agreement. Contractor shall maintain the confidentiality of records of clients as required by applicable state and federal law, including without limitation, ORS 179-495 to 179.507. 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority (OHA), implementing the foregoing laws, and any written policies made available to Contractor by County or by the OHA. Contractor shall create and maintain written policies and procedures related to the disclosure of a client's information and shall make such policies and procedures available to County and the OHA for review and inspection as reasonably requested by County or the OHA.

**10. Termination.** This Agreement may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon thirty (30) days' notice in writing to the other Party. The County may also terminate this Agreement as specified below:

- A. With thirty (30) days' written notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for purchase under this Agreement.
- B. Upon notice of expiration, denial, revocation, or non-renewal of any letter of approval, license, insurance or certificate required by law or regulation to be held by the Contractor to provide a service under this Agreement.
- C. With thirty (30) days' written notice, if Contractor fails to provide services, or fails to meet any performance standard as specified by the County in this Agreement (or subsequent modifications to this Agreement) within the time specified herein, or any extensions thereof.
- D. Upon written notice, if the Contractor fails to start services on the date specified in this Agreement (or subsequent modifications to this Agreement).
- E. Upon written or oral notice, if County has evidence that the Contractor has endangered or is endangering the health and safety of clients, residents, staff, or the public.
- F. Failure of the Contractor to comply with the provisions of this Agreement and all applicable Federal, State and local laws and rules which may be cause for termination of this Agreement. The circumstances under which this Agreement may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
  - 1) Acts or omissions that jeopardize the health, safety, or security of individuals.
  - 2) Misuse of funds.
  - 3) Intentional falsification of records.
- G. In the case a failure to perform jeopardizes the safety and security of an individual the Contractor and the County shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (5) working days from the date the County determines that such failure exists.
- H. In those circumstances where a major violation is substantiated, continued performance may be suspended by the County immediately. In all cases involving a major violation, a written notice of intent to terminate this Agreement shall be sent to the Contractor found to be in violation. Prior to termination, the Contractor shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by County in its sole discretion, this Agreement may be terminated or other remedial actions may be initiated.
- I. Minor violations usually involve less than substantial compliance with the general or special conditions of this Agreement. In the event of alleged minor violations, written notice shall be given and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these



activities do not occur within the notice period, this Agreement may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.

- J. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
- K. Contractor shall make no expenditures, enter into no contracts, nor encumber funds in its possession, after notice of termination or termination as set out above, without prior written approval from County.

**11. Early Termination.** In the event of Early Termination an Underexpenditure of funds may occur. If that's the case, County may recover the funds using the following remedies:

- A. County and Contractor shall collaborate in Good Faith calculating the work performed prior to the termination date in accordance with Contractor's reporting documentation if such work was performed in accordance with the Agreement.
- B. If this Agreement is terminated due to Contractor's failure to perform services in accordance with the Agreement, Contractor obligation to reimburse County shall be calculated as deducting payment for services provided in accordance with this Agreement prior to the date of termination, then reimbursing the difference of funds paid plus any damages suffered by the County.
- C. If Agreement is terminated by the Contractor due to a breach by the County, then the Contractor shall reimburse County for funds paid less services provided prior to date of termination if such work was performed in accordance with the Agreement:
  - 1) with respect to services compensable on an hourly basis, hours worked within any limits set forth in this Agreement, authorized expenses incurred if payable according to this Agreement and interest within the limits set forth under ORS 293.462, and
  - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor, and
  - 3) Subject to the limitations under paragraph 14, "Remedies," of this Agreement.

**12. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- C. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

<u>To Contractor:</u>	<u>To County:</u>
Katie Plumb	Nahad Sadr-Azodi, Deputy Director
Crook County Public Health Director	Deschutes County Health Services
375 NW Beaver Street, Suite 100	2577 NE Courtney Dr.
Prineville, OR 97754	Bend, Oregon 97701
Fax No. (541) 447-3093	Phone No. 541-322-7663
kplumb@h.co.crook.or.us	Nahad.Sadr-Azodi@deschutes.org

<u>To County – Accounts Payable:</u>	<u>To County – for Notices &amp; Terminations:</u>
Accounts Payable	Grace Justice Evans, Contract Specialist
Deschutes County Health Services	Deschutes County Health Services
1130 NW Harriman, Suite A	2577 NE Courtney Dr.
Bend, Oregon 97703	Bend, Oregon 97701
_HSAccountsPayable@deschutes.org	grace.evans@deschutes.org

- 13. Contractor's Tender upon Termination.** Upon the effective date of a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement unless County expressly directs otherwise in such notice of termination.
- A. Upon termination of this Agreement, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Agreement been completed.
- 14. Remedies.** In the event of breach of this Agreement the Parties shall have the following remedies:
- A. Termination under this Agreement shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
- 1) Contractor may not incur obligations or liabilities after Contractor the effective date of termination.
  - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Agreement or for any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.
- B. If terminated under this Agreement due to a breach by a Party, the other Party may pursue any remedies available at law or in equity.
- 1) Such remedies may include, but are not limited to, termination of this Agreement, return of all or a portion of this Agreement amount, payment of interest earned on this Agreement amount, and declaration of ineligibility for the receipt of future contract awards.
- C. If amounts previously paid to Contractor exceed the amount due to Contractor under this Agreement, Contractor shall repay any excess to County upon demand.
- D. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Agreement.
- E. The passage of this Agreement expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.
- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. County's Department Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.
- 15. Independent Contractor.** County is not, by virtue of this Agreement, a partner or joint venturer with Contractor in connection with activities carried out under this Agreement, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
- 16. Contractor and Subcontractors.** Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This Workers Compensation insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.
- 17. Delegation and Reports.** Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.



## 18. No Third Party Beneficiaries.

- A. County and Contractor are the only Parties to this Agreement and are the only Parties entitled to enforce its terms.
- B. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

## 19. Constraints. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

- A. Contractor shall:
  - 1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Agreement.
  - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Agreement.
  - 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - 5) Be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.
- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement.
- C. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such services.
- D. Contractor shall pay employees at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under the Fair Labor Standards Act of 1938 (29 U.S. C. 201, et seq.) from receiving overtime. Persons employed under this contract shall receive at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.
- E. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
- F. Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan that was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- G. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that the individual is authorized to act on behalf of Contractor, the individual has authority and knowledge regarding Contractors' payment of taxes, and to the best of the Individual's knowledge, Contractor is not in violation of any Oregon tax laws.

## 20. Insurance. Contractor shall provide insurance in accordance with Exhibit C attached hereto and incorporated by reference herein. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA and County.

County shall not authorize contractors to begin work under the Contract until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Contract as permitted by the Contract provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit Contractor to work under this Contract when the County is aware that Contractor is not in compliance with the insurance requirements.

**21. Settlement of Disputes.** Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Deschutes County Health Services Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

**22. Indemnity and Hold Harmless.**

- A. To the fullest extent authorized by law the Parties shall defend, save, hold harmless and indemnify each other and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of a Party or its officers, employees, contractors, or agents under this Agreement, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to a Party by the other Party that may be the subject of protection under any state or federal intellectual property law or doctrine, or the Party's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- B. Each Party shall have control of the defense and settlement of any claim brought against that Party that is subject to subparagraph A of this paragraph; however neither the defending Party nor any attorney engaged by the defending Party shall defend the claim in the name of the other Party or any department or agency thereof, nor purport to act as legal representative of the other Party or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the Party's legal counsel, authority to act as legal counsel for the County, nor shall a Party settle any claim on behalf of the other party without the approval of the other Party's legal counsel.
- C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each Party shall defend, save, hold harmless and indemnify the other Party and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of the Party or its officers, employees, contractors, or agents under this Agreement.
- D. Contractors that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors. It is the specific intention of the Parties that the State of Oregon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the State of Oregon, be indemnified from and against any and all claims.

**23. Drugs and Alcohol.** Contractor shall adhere to and enforce a drug free workplace policy regarding the use of alcohol and the unlawful (under either state or federal law) selling, possession or use of controlled substances while performing work under this Agreement.

**24. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose material criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Agreement and County may terminate this Agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

**25. Federal Law compliance.** Contractor shall comply with the provisions of those laws referred to in Exhibit F, attached hereto. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement.



- 26. Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Agreement, and if County has no funds legally available for consideration from other sources, then County may terminate this Agreement in accordance with Paragraph 10 of this Agreement.
- 27. Attorney Fees.** In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Agreement, or for any controversy arising out of this Agreement, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 28. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, Contracts, or representations, oral or written, not specified herein regarding this Agreement.
- 29. Renewal.** This Agreement may be renewed, subject to the following conditions: (1) renewal will be based on the County Annual Implementation Plan approved by the Department, and (2) renewal is subject to the availability of funding.
- 30. Waiver.**
- A. Neither Party's delay in exercising, or failure to exercise any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
  - B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- 31. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
  - B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.
- 32. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.
- 33. Merger Clause.** This Agreement and the attached exhibits constitute the entire agreement between the Parties.
- A. All understandings and agreements between the Parties and representations by either Party concerning this Agreement are contained in this Agreement.
  - B. No waiver, consent, modification or change in the terms of this Agreement shall bind either Party unless in writing signed by both Parties.
  - C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 34. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 35. Representations and Warranties.**
- A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
    - 1) Contractor has the power and authority to enter into and perform this Agreement;
    - 2) This Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
    - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or

profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;

- 4) Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work;
- 5) Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
- 6) Contractor's making and performance of this Agreement do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.

- B. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

### 36. SB 675 (2015) Representation and Covenant.

- A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Agreement.
- C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Agreement or during the term of the Agreement is and will be deemed a default for which Deschutes County may terminate the Agreement and seek damages and/or other relief available under the terms of the Agreement or under applicable law.

37. **Nondiscrimination.** Contractor must provide services to clients without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.

38. **Survival.** The provisions of the following paragraphs shall survive termination or expiration of this Agreement: 7 (Ownership of Work); 9 (Confidentiality); 12 (Notice); 13 (Contractor's Tender upon Termination); 14 (Remedies); 18 (No Third Party Beneficiaries); 22 (Indemnity & Hold Harmless); 30 (Waiver); 31 (Governing Law); 34 (Identity Theft Protection); 35 (Representations & Warranties).

**EXHIBIT A**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Agreement No. 2022-107**  
**OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS**

**Program Outline:**

In accordance with the Service Element (MHS 10) Mental Health Promotion and Prevention (MHPP) Services defined in County's agreement with the Oregon Health Authority (#173133), MHPP Services are directed at changing common influences on the development of Individuals across their lifespan, reducing risk factors, and increasing protective factors, and is designed to target universal, selected, and indicated populations based on risk.

MHPP Services are interventions that aim to enhance an Individual's abilities to achieve developmentally appropriate tasks (competence), a positive sense of self-esteem, mastery, well-being, social inclusion, and strengthen their ability to cope with adversity.

Services shall be trauma informed and support the expansion of Mental Health Promotion and Prevention by strengthening the determinants of mental health and wellness, including the development of healthy communities, individual skill development, improved social emotional competence, and decreasing risk factors associated with negative mental health outcomes, such as adverse childhood experiences and social determinants of health.

**Program Definitions:**

1. Client or "individual" means, with respect to a particular Service, any individual who is receiving that Service, in whole or in part, with funds provided under this Agreement.
2. Coordinated Care Organization (CCO): means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health. PacificSource Community Health Solutions, Inc. has been designated by the Oregon Health Authority as the CCO for the Central Oregon region.
3. Culturally Competent: The capacity to provide services in an effective manner that is sensitive to the culture, race, ethnicity, language and other characteristics of an individual. Such services may include, but are not limited to, use of bilingual and bicultural staff, provision of services in culturally appropriate alternative settings, and use of bicultural paraprofessionals as intermediaries with professional staff.
4. Fraud and Abuse: "Fraud" is defined as intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. It includes any act that constitutes fraud under applicable federal or state law (OAR 410-120-0000). Fraud occurs if Contractor intentionally falsifies information or deceives County and/or Medicaid/Medicare for the purpose of obtaining money or property. "Abuse" (410-120-0000) means provider practices that are inconsistent with sound, fiscal, business or medical practices and result in unnecessary costs to County and/or Medicaid/Medicare, improper payment, or services that aren't medically necessary. Inappropriate practices that begin as abuse can evolve into fraud. Medicare and Medicaid Fraud and Abuse Prevention Training Program can be obtained using the following URL:  
<http://www.wcms.gov/Outreach-and-Education/Training/MSN-National-Training-Program/Downloads/2014-Medicaid-Fraud-and-Abuse-Prevention-Training-Program.pdf>  
<http://www.wcms.gov/Outreach-and-Education/Training/MSN-National-Training-Program/Downloads/2014-Medicaid-Fraud-and-Abuse-Prevention-Training-Program.pdf>
5. Service(s) means any one of the services or group or services as described in Exhibit B, in which costs are covered in whole or in part of this Agreement.



**EXHIBIT B**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Agreement No. 2022-107**  
**STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE**

**County Monitoring.** In accordance with 2 CFR §200.331, County shall monitor Contractor's delivery of services and promptly report to OHA when County identifies a deficiency in a Contractor's delivery of a service or in a Contractor's compliance with the Agreement between Contractor and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Contractor. County shall also monitor the fiscal performance of Contractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in Contractor's delivery of a service or in a Contractor's compliance with the Agreement between the Contractor and County, nothing shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Contractor.

**1. Contractor Services.**

- A. Contractor shall provide activities to assist in achieving the goals outlined in the Work Plan outlined in Paragraph 5 below.
- B. Appoint a staff supervisor to be the single Point of Contact (POC) throughout the duration of this Agreement.
- C. Contractor shall participate in a steering committee which will include one (1) member from each county (Deschutes, Jefferson, Crook).
- D. Contractor shall be responsible for the employment and/or contracting with an individual selected as the Project Coordinator, including (as may be necessary) management of the Project Coordinator's work, hiring-and-termination of the Project Coordinator, and employment related obligations as may be imposed by law.
- E. Contractor will work with County to assist County with the development and implementation of a mental health promotion campaign for Central Oregon.

**2. County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:

- A. Deschutes County shall appoint a Grant Project Coordinator (GPC) to help ensure regional scope and accountability for the project work as outlined in the Work Plan below.
- B. Deschutes County GPC will submit, in a manner satisfactory to OHA, reports on activities completed.

**3. Schedule of Performance or Delivery.**

- A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this Exhibit B.
- B. County will only pay for completed work that conforms to the terms of the Agreement.

**4. Renewal.** This Agreement may be renewed, subject to the following conditions:

- A. Renewal is subject to the availability of funding and County approval.

5. **Work Plan.** Contractor Mental Health Promotion and Prevention Grant Work Plan. Contractor is responsible for the following Program Objectives and Outcomes.

<b>1. Activities to Identify Priority/Activity: (Universal, Selective, Indicated)</b> <b>a) Data or Information used to Identify Priorities?</b> <b>b) Will you evaluate your activities please describe.</b> (qualitative or quantitative) <b>c) Please describe funding for this activity (braided, MHS-10 primary)</b>	<b>Outcomes /Outputs;</b> Ex:: Health, Social, Economic- see definition on last page	<b>Person(s) Responsible? When?</b>
<p>1. Universal: Utilize data to inform the planning, implementation, and evaluation of MHPP initiatives and activities</p> <p>a) Review of the most recent Community Readiness Assessment results will be part of our new coordinator's training and onboarding. Sharing the results with community members and key stakeholders will affirm need for selected interventions. There is not currently a system or processes in place to generate regular epidemiology reports for mental health specific to Crook County.</p> <p>b) Evaluation will be qualitative (narrative that documents onboarding for new coordinator and describes efforts to develop local epi system that supports mental health. Quantitative evaluation will include the number of educational presentations given to stakeholders and the number of epi reports generated.</p> <p>c) Funding is braided County General Fund, with MHS-10 primary</p> <p>2. Universal: Offer minimum of 4 trainings to community members as indicated by readiness and capacity</p> <p>a) Community Readiness Assessment indicated need and readiness for lay responder mental health training in Crook County</p> <p>b) Evaluation will include post-training surveys (both quantitative and qualitative)</p> <p>c) Funding to support training is primarily MHS-10 (staffing) and a variety of grant funds for training materials</p> <p>3. Selective: Work with Overdose Response program to assess and implement interventions with patients who have intentionally overdosed and are in the Emergency Room setting</p> <p>a) Assessment conducted by Overdose Response program indicates need for intervention strategies in Emergency Rooms with patients who have intentionally overdosed with suicidal intent</p> <p>b) Evaluation will include a narrative description of efforts to coordinate with the Overdose Crisis Response Taskforce and an associated plan for development and implementation of strategies in the Emergency Room setting</p> <p>c) Funding for this initiative will be split between MHS-10 (primary for the suicide prevention emphasis) and state and federal grant funds supporting overdose prevention and response work.</p> <p>4. Selective: Partner with Crook County firearm retailers on messaging that promotes safe storage as it relates to lethal means access for those at risk for suicide</p> <p>a) The majority of suicide deaths in Crook County are by firearm</p> <p>b) Evaluation will include the number of gun retailers engaged in this intervention, as well as the number of messages distributed (print, social media, etc). Qualitative evaluation will include narrative about the process of engaging with firearm retailers and owners on this issue.</p> <p>c) Funding for this initiative is primarily MHS-10</p> <p>5. Universal and Selective: Partner with school counselors to support Social Emotional Learning (SEL) via curriculum and/or creation of space and interventions that support emotional regulation for students identified as struggling with their mental health</p> <p>a) Schools are reporting increased behavioral and mental health issues with students of all ages</p> <p>b) Evaluation will include quantitative data about the number of students going through SEL curriculum and number of students engaging in calm/emotional regulation rooms or activities. Qualitative evaluation will describe any benefits and/or opportunities for growth</p> <p>c) Funding for this initiative is primarily MHS-10 and also includes some grant funds for supplies.</p>	<p>■ Increase in number of mutually supported programs in the community</p> <p>■ Reduction in stigmatization and better understanding and acceptance of the mentally ill by the family and society</p> <p>■ Reduction in in-patient days in hospital</p> <p>■ Increase in number of mutually supported programs in the community</p> <p>■ Reduction in stigmatization and better understanding and acceptance of the mentally ill by the family and society</p> <p>■ Improve social skills, social support and peer attitude</p> <p>■ Better academic performance</p> <p>■ Reduction in substance abuse, delinquency, school dropout, child abuse, divorce, absenteeism</p>	<p>MHPP Coordinator, TBD</p> <p>Epidemiologist, Sarah Kalivoda</p> <p>MHPP Coordinator, TBD</p> <p>Director, Katie Plumb</p> <p>MHPP Coordinator, TBD</p> <p>Overdose Coordinator, TBD</p> <p>MHPP Coordinator, TBD</p> <p>MHPP Coordinator, TBD</p>

## OUTCOMES/ OUTPUTS as defined by OHA's work plan template

### Health impact

- Reduce incidence and prevalence of mental disorders
- Improvement of quality of life
- Improved physical and mental health of mother, child, and other specific populations
- Increased coping skills and self-efficacy
- Better psychological adjustment

### Social impact

- Improve social skills, social support and peer attitude
- Better academic performance
- Reduction in substance abuse, delinquency, school dropout, child abuse, divorce, absenteeism
- Reduction in stigmatization and better understanding and acceptance of the mentally ill by the family and society
- Increase in number of mutually supported programs in the community

### Economic impact

- Increase in economic benefits and productivity for the individual and community
- Reduction in in-patient days in hospital
- Reduction in costs incurred for treatment
- Reduction in lost work-days
- Reduction in expenditure on judicial system and public welfare services.

6. **Consideration.** Maximum consideration shall not exceed **\$44,444** for the Agreement term. County shall pay Contractor in four (4) quarterly installments of **\$11,111** within thirty (30) days' receipt and approval of Contractor's invoice. Quarterly invoicing shall be based on the calendar year January to December. Contractor shall report expenses applied against funds paid in accordance to the following:

- A. County POC will submit a report of activities to Deschutes County GPC as prescribed by OHA. The report will include:
- a. A description of the program and activities
  - b. For each program or activity listed, provide the following information as applicable:
    - i. How does each activity support the Institute of Medicines Mental Health and Promotion Classifications of the Continuum of Care Model;
    - ii. Total number of persons served by age and gender (can be grouped by pre-school, school age, adult and seniors if known;
    - iii. Training audience type: professional, lay, or mixed
  - c. Describe activities that demonstrate a working relationship with a Coordinated Care Organization (CCO), and community-based organizations;
  - d. Provide updates progress on projected activities in MHPP Plan;
  - e. Challenges or obstacles encountered
  - f. Successes realized

Contractor shall prepare and submit to County GPC written semi-annual (two times per year) service reports on the delivery of MHPP Services, no later than thirty (30) calendar days following the end of each subject term for which Services are awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA.

- B. Contractor shall be entitled to local mileage reimbursement up to the maximum amount outlined in Paragraph D, "Budget" below. Local mileage shall be included with Contractor's expenditure reports.



## C. Budget.

Budget Item and Detail	Budget Amount
<b>Personnel (Salary, Benefits, etc.)</b>	
Coordinator 0.5 FTE	\$35,225
<b>Programs, Trainings, Office and Computer Supplies</b>	
Middle and High School Social Emotional Learning supplies at four schools	\$2,000
Mental Health First Aid training supplies	\$1,200
Question, Persuade and Refer presentation supplies	\$700
<b>Administrative Costs/ Indirect Rate</b>	\$4,444
<b>Contracts/Consultants</b>	
<b>Other, Please List:</b>	
Coordinator cell phone	\$600
Printing	\$275
<b>Total Budget Amount</b>	\$44,444



**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence

- ☐ \$1,000,000  
☐ \$2,000,000  
☐ \$3,000,000

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

The amount indicated above, and not less than \$1,000,000, as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 04, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 30, MHS 34, MHS 34A, MHS 36, MHS 37, MHS 39.

The amount indicated above, and not less than \$2,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: MHS 27, MHS 28, MHS 28A.

☐ Required by County      ☒ Not required if local government (one box must be checked)


**Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the Deschutes County, the State of Oregon, their officers, employees, volunteers and agents as Additional insureds but only with respect to Contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**Notice of Cancellation or Change.** Contractor or Contractor's insurer must provide at least thirty (30) calendar days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County for all required insurance before Contractor performs under the Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

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

**Workers Compensation.** Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This Workers Compensation insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Signature:  <https://na2.documents.adobe.com/verifier?>

Email: sarah.key@deschutes.org

Title: Loss Prevention Coordinator

Company: Deschutes County Risk Management



**EXHIBIT D**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Agreement No. 2022-107**  
**EXPENSE REIMBURSEMENT**

It is the policy of the County that travel shall be allowed only when the travel is essential to Contractor's performance and delivery of services outlined in Exhibit B of this Agreement. If Contractor is approved to be reimbursed for expenses outlined below, it will be stipulated in Exhibit B of this Agreement in the paragraph entitled "Consideration".

- A. General Information: All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
- County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
  - County may approve a form other than the Deschutes County Expense Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
  - Personal expenses shall not be authorized at any time.
  - Unless otherwise stipulated, all expenses are included in the total maximum contract amount.
  - Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit B of this Agreement.
  - The current approved rates for reimbursement of travel expenses are set forth by the United States General Services Administration ("GSA") and are subject to change accordingly.
  - County shall not reimburse for any expenses related to alcohol consumption or entertainment.
  - Charge slips for gross amounts are not acceptable.
- B. Expense Reporting: Contractors must submit expense reports timely and accurately for all expense reimbursements. Such reports must be submitted within sixty (60) days from the date incurred. Untimely expenses may not be reimbursed.
- C. Documentation Requirements; Contractors are required to accurately and completely:
- Include necessary backup data and supporting receipts (see "Receipts" section below).
  - Complete County's Expense Reimbursement Form (Contact Deschutes County Health Services Agreement Specialist for the most current version of the County form) for all expenses incurred, regardless of method of payment.
- D. Receipts: The following are required:
- Contractor must submit **itemized** receipts.
  - Lodging receipts must be a detailed hotel bill.
  - An air travel receipt should be the passenger copy of the ticket and/or itinerary.
  - Rental vehicle receipt must be the traveler's copy.
  - Original amounts and dates must not be altered. If the original information is incorrect, the discrepancy must be explained.
  - Contractors that have been approved for reimbursement for cell phone expenses must submit the detail summary page for reimbursement.
- E. Exceptions: Exceptions from, or deviations to this Exhibit require County's Department Director's prior written approval.
- F. Per Diem. Per Diem covers meals, lodging, and incidentals. Mileage allowances cover fuel, and auto operating expenses of a personal vehicle. Per diem payments may never exceed the IRS/U.S. Government approved per diem rates.
- G. Air Travel Policy: Contractors are required to:
- Accept the lowest logical airfare consistent with business needs. However, Contractor may elect to fly non-stop (over a lower-priced, connecting flight) provided the additional cost is less than \$100 per direction, or if the connection would add more than two (2) hours of travel time each way.
  - Use economy/coach class for all domestic flights. However, upgrades are acceptable as long as there is no additional cost to the County.
  - Flight insurance premiums are not reimbursable.

- H. Vehicle Rental Policy: When it is necessary to rent a vehicle, the cost of the rental plus tolls, fuel, and parking is reimbursable. The cost of full-size (or smaller) cars will be reimbursed. Upgrade costs for GPS are not reimbursable. If a personal vehicle is used, reimbursement shall be at the GSA's stated mileage rate. Contractors must provide a copy of Automobile Liability Insurance to be reimbursed for mileage.
- Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Agreement and driving over the most direct and usually traveled route to and from Contractor's principal office, listed in paragraph 12 C of the contract, and the site(s) at which services are provided.
  - To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
  - No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
- I. Lodging Policy: The daily cost of lodging is a reimbursable expense when away from the normal work place on County business. Such cost includes only the single occupancy room rate and applicable taxes. Charges for hotel amenities are not a reimbursable expense.
- County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
  - Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- J. Meals: Contractor may be reimbursed for the reasonable and actual cost of meals (including tips) subject to the GSA maximum per diem meal allowance.
- Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this Agreement.
  - For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies (most current reimbursement rates may be found online at [https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems\\_report&state=OR&fiscal\\_year=2022&zip=&city=Bend](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=OR&fiscal_year=2022&zip=&city=Bend)):
    - a) Breakfast, \$14;
    - b) Lunch, \$16;
    - c) Dinner, \$29.
  - Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
    - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
    - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
    - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).
  - Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this Agreement and shall not exceed those set by the GSA and are subject to change accordingly.

**Exhibit E**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Agreement No. 2022-107**  
**CONFIDENTIALITY AGREEMENT**

Deschutes County contracted entities have an obligation to safeguard confidential information and records to which they have access or become aware of during the term of the Agreement in which services are being provided. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that Crook County ("Contractor") understand the obligation to maintain the confidentiality of information and records which Contractor may access or become aware of while under contract with County. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of Contractor who improperly uses, discloses or releases confidential information or records will be subject to legal action, up to and including termination of the Agreement to which this Confidentiality Agreement is attached. Except as is necessary to perform official work with Deschutes County, Contractor is not authorized to use, disclose or release any information or records to which the Contractor has access or becomes aware of during the term of the Agreement in which services are being provided without the express written approval of Deschutes County Department Director or Program Manager.

As an agency under contract with Deschutes County, Contractor needs to agree to abide by the laws and policies governing confidentiality by signing this Confidentiality Agreement. If at any time, Contractor has any questions regarding confidentiality laws or policies or regarding Contractor's obligation to maintain the confidentiality of any information or records, Contractor shall contact Deschutes County Department Director, Program Manager or Legal Counsel.

**BY SIGNING BELOW, CONTRACTOR, CERTIFIES THAT CONTRACTOR HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY AGREEMENT, THAT, AS AN AGENCY UNDER CONTRACT WITH DESCHUTES COUNTY, CONTRACTOR HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT CONTRACTOR WILL ABIDE BY THOSE LAWS AND POLICIES. CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT, IF CONTRACTOR IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, CONTRACTOR WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THE CONTRACT TO WHICH THIS CONFIDENTIALITY AGREEMENT IS ATTACHED.**

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

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

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

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



**Exhibit F**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Agreement No. 2022-107**  
**Compliance with provisions, requirements of funding source and**  
**FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES**

**Contractor shall comply with the following federal requirements herein when federal funding is being used and to the extent that the requirements are applicable to the contract for services determined and agreed to by and between Contractor and County. For the purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.**

- 1. Miscellaneous Federal Provisions.** Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 USC 14402.
- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services, and the appropriate regional office of the Environmental Protection Agency. Contractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act U.S.C. 6201 et.seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Contract, the Contractor certifies, certifies under penalty of perjury that the following statements are true to the best of the Contractor's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of the United States Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of United States Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and Providers shall certify and disclose accordingly.



- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Contractor under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature or legislative body, except in presentation to the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any State or local government.
- f. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- g. Prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

- 6. **Resource Conservation and Recovery.** Contractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to Contractor, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. **Debarment and Suspension.** Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. **Drug-Free Workplace.** Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while



providing services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents or subcontractors may provide any service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Contract.

**10. Pro-Children Act.** Contractor shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).

**11. Medicaid Services.** To the extent Contractor provides any Service whose costs are paid in whole or in part by Medicaid, Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or Federal Agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396a(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

**12. ADA.** Contractor shall comply with Title II of the Americans with Disabilities Act (ADA) of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

**13. Agency-Based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

#### 14. Disclosure.

- a. Contractor shall comply with the provisions of 42 CFR 455.104 which requires the State Medicaid Agency to obtain the following information from any subcontractor of Medicaid or CHIP services, including fiscal agents of subcontractors and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the subcontractor, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the Contractor, fiscal agent or managed care entity or of any subcontractor in which the subcontractor, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the subcontractor, fiscal agent or managed care entity is related to another person with ownership or control interest in the subcontractor, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the subcontractor, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the subcontractor, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other subcontractor, fiscal agent or managed care entity in which an owner of the subcontractor, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the subcontractor, fiscal agent or managed care entity.
- b. Contractor shall comply with the provisions of 42 CFR 455.434 which requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a Provider must disclose any person with a 5% or greater direct or indirect ownership interest in the Provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services HHS (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services  
Office of the Inspector General  
Attn: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Ave, SW  
Cohen Building, Room 5527  
Washington, DC 20201

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the Provider, fiscal agent or managed care entity.

#### 15. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.



**Exhibit G**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Agreement No. 2022-107**  
**REQUIRED PROVIDER CONTRACT PROVISIONS**

**Oregon Health Authority Exhibit I of OHA #173133 Intergovernmental Agreement**

**General Applicability and Compliance.** Contractor shall comply with the following requirements herein to the extent that the requirements are applicable to the contract for services determined and agreed to by and between Contractor and County.

1. **Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of services as described in this Contract ("Services"), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
  - a. Contractor may not expend on the delivery of Services any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.
  - b. If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
  - c. Contractor may expend funds paid to Contractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
2. **Records Maintenance, Access and Confidentiality.**
  - a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.
  - b. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.
  - c. **Expenditure Records.** Contractor shall document the expenditure of all funds paid to Contractor under this Contract. Unless applicable federal law requires Contractor to utilize a different Accounting system, Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Contractor under this Contract were expended.
  - d. **Client Records.** Unless otherwise specified in this Contract, Contractor shall create and maintain records for each individual who receives services under this Contract. The individual's record must contain:
    - (1) Client identification;
    - (2) Problem assessment;
    - (3) Services and supports, training and/or care plan;
    - (4) Medical information when appropriate; and
    - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Contractor shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract.
  - e. **Safeguarding of Individual's Information.** Contractor shall maintain the confidentiality of records of Individual's as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part

205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of Individual's information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

f. **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/oha/hsd/amt/mots/Pages/16.aspx>, and the "Who Reports in MOTS Policy" as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUI providers and methadone maintenance providers;
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data. If there are any questions, contact MOTS Support at <mailto:Support@state.or.us>.

**3. Alternative Formats of Written Materials.** In connection with the delivery of Program Element Services, Contractor shall make available to Client, without charge, upon the Client's reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats. Including accessible electronic formats, brailled documents, and large print upon request. If Provider does not have access to such alternate formats, then Provider can request written materials in the Client's preferred format from OHA.
- b. All written materials related to the services provided to the Client in the Client's language. If Provider does not have access to such languages, then Provider can request written materials in the Client's preferred format from OHA.
- c. Oral interpretation services related to the services provided to the Client in the Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. Provider shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client's who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, "written materials" means created by Contractor, in connection with the Service being provided by the requestor. The Contractor may develop its own forms and materials and with such forms and materials the Contractor shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for



making its forms and materials available, without charge to the Client or Contractor, in the prevalent non-English language(s) within the Contractor's service area.

4. **Reporting Requirements.** Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Agreement:
  - a. Individual, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
  - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosures described in Exhibit F, Required Federal Terms and Conditions, Section 14, Disclosure.
5. **Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:
  - a. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
  - b. all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against individuals with disabilities;
  - c. all state laws requiring reporting of abuse of an Individual; and
  - d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H to the certain January 1, 2022 to December 31, 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of January 1, 2022, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.
6. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.
8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as specified in Exhibit C of this Contract.
- 11 Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") 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 Provider or any of the officers, agents, employees or subcontractors of the contractor( "Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims.

12. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.

**Exhibit H**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-107**  
**CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE NUMBER LISTING**

If County purchases a Service, or portion thereof, from a subcontractor, the contract or agreement must be in writing, identify for subcontractor the amount of federal funds included in the contract or agreement, provide the CFDA number, and contain each of the provisions set forth in Oregon Health Authority Agreement with Deschutes County, Exhibit H, "Required Provider Contract Provisions," in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law or that are necessary to implement service delivery in accordance with the applicable service descriptions and/or statement of work.

<b>Deschutes County</b>				
<b>Service Description #</b>	<b>Service Description Name</b>	<b>Vendor or Sub-recipient</b>	<b>All Funding Sources</b>	<b>CFDA #</b>
MHS 01	System Management and Coordination		N/A	
A&D 03	System Management and Coordination - Addictions Services		N/A	
A&D 60	Start-Up - Addictions Services		N/A	
A&D 61	Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services		N/A	
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Addition Residential Treatment		N/A	
A&D 63	Peer Delivered Services		N/A	
A&D 64	Housing Assistance		N/A	
A&D 65	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 66	Community Behavioral and Addiction Treatment, Recovery & Prevention Services	Subrecipient	SAPT	93.959
A&D 67	Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity		N/A	
A&D 71	Youth Addiction, Recovery & Prevention Residential Treatment Services		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Respite Treatment Services		N/A	



Deschutes County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
A&D 84	Problem Gambling Client Finding Outreach Services		N/A	
MHS 04	Aid and Assist Client Services		N/A	
MHS 05	Assertive Community Treatment Services		N/A	
MHS 08	Crisis and Acute Transition Services (CATS)	Subrecipient	MHBG	93.958
MHS 09	Jail Diversion		N/A	
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School-Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 16	Peer Delivered Services (PDS)		N/A	
MHS 16A	Veterans Peer Delivered Services		N/A	
MHS 17	Non-OHP Community and Residential Assistance		N/A	
MHS 20	Non-Residential Mental Health Services For Adults	Subrecipient	MHBG	93.958
MHS 22	Non-Residential Mental Health Services For Child and Youth		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults In Transition	Subrecipient	MHBG	93.958
MHS 26A	Early Assessment and Support Alliance (EASA)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile		N/A	

Deschutes County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
	Panels of the Psychiatric Security Review Board			
MHS 31	Enhanced Care and Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	
MHS 35	Older or Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services (PASRR)		N/A	
MHS 37	Start-Up - Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)	Subrecipient	PATH	93.150

Agreement #169507



**FOURTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Fourth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (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. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2022 (FY22) 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 October 21, 2021, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Section 1 of Exhibit C of the Agreement, entitled “Financial Assistance Award” for FY22 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY22)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
  - b. Exhibit J of the 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 B, attached hereto and incorporated herein by this reference.
3. 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.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.



6. 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.

7. **Signatures.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

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

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

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

**CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

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

Printed Name: Brian Barney

Title: Crook County Commissioner

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

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

*Approved by Wendy Johnson, Senior Assistant Attorney General on July 27, 2021. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

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

Name: Derrick Clark (or designee)

Title: Program Support Manager

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

**Attachment A**  
**Financial Assistance Award (FY22)**

State of Oregon Oregon Health Authority Public Health Division		
<b>1) Grantee</b> Name: Crook County  Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	<b>2) Issue Date</b> Friday, October 1, 2021	<b>This Action</b> Amendment  FY 2022
	<b>3) Award Period</b> From July 1, 2021 through June 30, 2022	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$27,827.00	\$0.00	\$27,827.00
PE01-07	ELC ED Contact Tracing	\$48,810.00	\$0.00	\$48,810.00
PE01-08	COVID Wrap Direct Client Services	\$15,020.00	\$0.00	\$15,020.00
PE01-09	COVID-19 Active Monitoring - ELC	\$626,396.00	\$0.00	\$626,396.00
PE01-10	OIP - CARES	\$251,806.00	\$0.00	\$251,806.00
PE04-02	Community Chronic Disease Prevention	\$30,000.00	\$0.00	\$30,000.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$69,772.00	\$2,377.00	\$72,149.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$125,254.00	\$0.00	\$125,254.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$61,250.00	\$0.00	\$61,250.00
PE40-01	WIC NSA: July - September	\$50,023.00	\$0.00	\$50,023.00
PE40-02	WIC NSA: October - June	\$138,569.00	\$0.00	\$138,569.00
PE40-05	Farmer's Market	\$2,252.00	\$0.00	\$2,252.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,089.00	\$0.00	\$2,089.00
PE42-04	MCAH Babies First! General Funds	\$6,678.00	\$0.00	\$6,678.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-06	MCAH General Funds & Title XIX	\$3,919.00	\$0.00	\$3,919.00
PE42-11	MCAH Title V	\$20,480.00	\$0.00	\$20,480.00
PE42-12	MCAH Oregon Mothers Care Title V	\$10,757.00	\$0.00	\$10,757.00
PE42-14	Home Visiting	\$16,560.00	\$0.00	\$16,560.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,315.00	\$0.00	\$10,315.00
PE43-06	CARES Flu	\$0.00	\$0.00	\$0.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$106,760.00	\$0.00	\$106,760.00
PE46-05	RH Community Participation & Assurance of Access	\$16,080.00	\$0.00	\$16,080.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$37,496.00	\$0.00	\$37,496.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$130,897.00	\$0.00	\$130,897.00
PE51-03	ARPA WF Funding	\$50,315.00	\$0.00	\$50,315.00
PE62	Overdose Prevention-Counties	\$29,717.00	\$84,060.00	\$113,777.00
		\$1,949,042.00	\$86,437.00	\$2,035,479.00



<b>5) Foot Notes:</b>	
PE01-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE01-01	9/1/21: Prior comment null and void. Funding is now for FY22 7/1/2021-6/30/2022.
PE01-07	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-08	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-09	9/1/2021: Funds are available 7/1/2021 - 06/30/2023
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2021 - 6/30/2024. Any unspent funds as of 6/30/22 will be rolled over into the FY23 award. Please see provided budget guidance for more details on roll over information.
PE40-01	5/2021: All SFY2022 Q1 funding award needs to be spent down by 9/30/2021. No unspent funds carryover to Q2-4 period is allowed.
PE40-02	5/2021: SFY2022 Q2-4 funds need to be spent by 6/30/2022.
PE40-05	7/2021: Funds will be paid in two installments in August and October of 2021.
PE43-06	9/1/2021: Activities funded under PE43-06 are the same as PE01-10. Please use PE43-06 funds first and if possible, use by 6/30/2022. No additional funds will be added to PE43-06. Current FY22 awards are a rollover of unspent FY21 awards.
PE51-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE51-01	9/1/21. Prior comment null and void. Award is for FY22 7/1/2021-6/30/2022.

<b>6) Comments:</b>	
PE01-07	9/2021: SFY22 Rollover of unspent funds from FY21

<b>5) Foot Notes:</b>	
PE01-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE01-01	9/1/21: Prior comment null and void. Funding is now for FY22 7/1/2021-6/30/2022.
PE01-07	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-08	9/1/2021: Funds are available 07/01/2021 - 06/30/2023
PE01-09	9/1/2021: Funds are available 7/1/2021 - 06/30/2023

**5) Foot Notes:**

PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2021 - 6/30/2024. Any unspent funds as of 6/30/22 will be rolled over into the FY23 award. Please see provided budget guidance for more details on roll over information.
PE40-01	5/2021: All SFY2022 Q1 funding award needs to be spent down by 9/30/2021. No unspent funds carryover to Q2-4 period is allowed.
PE40-02	5/2021: SFY2022 Q2-4 funds need to be spent by 6/30/2022.
PE40-05	7/2021: Funds will be paid in two installments in August and October of 2021.
PE43-06	9/1/2021: Activities funded under PE43-06 are the same as PE01-10. Please use PE43-06 funds first and if possible, use by 6/30/2022. No additional funds will be added to PE43-06. Current FY22 awards are a rollover of unspent FY21 awards.
PE51-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE51-01	9/1/21. Prior comment null and void. Award is for FY22 7/1/2021-6/30/2022.

**6) Comments:**

PE01-07	9/2021: SFY22 Rollover of unspent funds from FY21
PE01-08	9/2021: Rollover of unspent FY21 award to FY22
PE01-09	9/2021: Rollover of unspent funds from FY21 to FY22
PE01-10	9/2021: Rollover of Unspent funds 166,620 from FY21 to FY22
PE12-01	10/2021: SFY22 award of unspent funds from SFY21 - must be spent by 06/30/2022 and an updated Budget is required by 12/31/2021
PE40-01	5/2021: SFY22 Q1 funding: Spend \$10,005 on Nutrition Ed, \$1,426 on BF Promotion
PE40-02	5/2021: SFY2022 Q2-4 funding: spend \$ on Nutrition Ed, \$4,278 on BF Promotion
PE40-05	07/2021: WIC FDNP Season 2021. Funds must be spent by 12/31/2021.
PE42-14	SFY22 Initial: Award is for the period of 7/1/2021 to 12/31/2021
PE44-02	7/2021: Funding for 21-23 Youth-Led Grants
PE51-01	9/2021: added funding for FY22
PE62	10/2021: \$84,060 available October 1, 2021-June 30, 2022; 08/2021: Prior comment null and void. \$9,340 available September 1- 30, 2021 only. \$20,377 must be spent between July 1-August 31, 2021 and is not eligible for carry forward; 5/2021: This award is for July 1-August 31, 2021 only.

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

**PE12-01 Public Health Emergency Preparedness and Response (PHEP)**

Federal Award Identification Number:	NU90TP922036	NU90TP922036
Federal Award Date:	04/26/2021	06/22/2020
Budget Performance Period:	07/01/2021-06/30/2022	07/01/2020-06/30/2022
Awarding Agency:	CDC	CDC
CDFA Number:	93.069	93.069
CFDFA Name:	Public Health Emergency Preparedness	Public Health Emergency Preparedness
Total Federal Award:	8,367,576	8158206.00
Project Description:	Public Health Emergency Preparedness	Public Health Emergency Preparedness
Awarding Official:	Ms. Sylvia Reeves	Shirley Byrd
Indirect Cost Rate:	11.85	17.45%
Research and Development (T/F):	FALSE	FALSE
PCA:	53455	53323
Index:	50407	50407

Agency	DUNS No.	Amount	Amount	Grand Total:
Crook	557315405	\$69,772.00	\$2,377.00	\$72,149.00

**PE62 Overdose Prevention-Counties**

Federal Award Identification Number:	H79TI083316	NU17CE925018	
Federal Award Date:	08/09/2021	11/6/2020	09/24/2021
Budget Performance Period:	9/30/2020-9/29/2022	09/01/2020-08/31/2021	09/01/2021-08/31/2022
Awarding Agency:	SAMHSA	CDC	CDC
CDFA Number:	93.788	93.136	93.136
CFDFA Name:	State Targeted Response to the Opioid Crisis Grants	Injury Prevention and Control Research and State and Community Based Programs	Injury Prevention and Control Research and State and Community Based Programs
Total Federal Award:	\$15,301,349	\$3,034,987	\$3,034,987
Project Description:	Oregon SOR 2020 Grant	Oregon Overdose Data To Action (OD2A)	Oregon Overdose Data To Action (OD2A)
Awarding Official:	Laurasona Leigh, Program Official	Abel Assefa	Mr. Abel Assefa
Indirect Cost Rate:	17.64%	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	82334	52302	52293
Index:	87850	50339	50339

Agency	DUNS No.	Amount	Amount	Amount	Grand Total:
Crook	557315405	\$104,437.00	\$0.00	\$9,340.00	\$113,777.00



# Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3<sup>rd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 2/7/2022

RE: *Proposal for Pavement Inspections and Digital Imaging of Crook County Roads*  
Our File No.: ROAD 188(B)

---

Order No. 2022-06 exempting the purchase of pavement inspections, digital imaging, and roadway inventory services as a sole source procurement by the Crook County Road Department is expected to be signed at the February 16, 2021, meeting.

Attached are two price quotes with Capitol Asset & Paving Services, which total \$42,400.00. This is a bi-annual project with the last round taking place in the spring/summer of 2022. Capitol Asset & Paving Services will create a digital database of images for approximately 550 roads in Crook County, and based upon their inspection, provide a report listing the Pavement Condition Index score for those roadways. This index score will assist the County in prioritizing where it will spend its limited road maintenance budget.

Due to the unique nature of these services and the development of a distinct computer database, an exception to the normal competitive bidding requirements is justified. The Order is necessary to make the required findings and to authorize the contract without a competitive process. Crook County Code Section 3.12.060(4) and ORS 279B.075 exempt from the competitive bidding process Sole Source Procurements when there is only one seller of goods or services of the quality required. The County Court may award a contract as a Sole Source Procurement only after making written findings to support that the goods or services are available from only one source.

According to the County Road Master, Capitol Asset & Pavement Services Inc. has provided specialized imaging services to Crook County for the past several years and is the only vendor capable of providing the type and quality of service necessary to maintain the County road database. The contract forms are substantially similar to what the County has approved in prior years.

///

///

///

**Please place this memo and the attached document(s) on the Wednesday, February 16, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.**

Approved this \_\_\_\_ day of \_\_\_\_\_ 2022.

CROOK COUNTY COURT

---

Seth Crawford  
County Judge

---

Jerry Brummer  
County Commissioner

---

Brian Barney  
County Commissioner



Capitol Asset & Pavement Services, Inc.

PO Box 7840  
Salem, OR, 97303  
Phone: 503.689.1330  
Fax: 503.689.1440  
[www.capitolasset.net](http://www.capitolasset.net)

January 24, 2022

*Mr. Robert O'Neal  
Roadmaster  
Crook County Public Works*

RE: Pavement Management Program Update & Re-inspection Services

Dear Bob;

As spring is approaching, we have begun to put together our upcoming work schedule. Every two years since 1996 we have performed the Crook County pavement inspections. I have enclosed for your consideration a proposal for the re-inspections of the entire Crook County paved road network. This is a non-binding cost proposal, mainly for budgeting purposes for the re-inspection of the entire paved road network. It is also based upon re-inspecting the same mileage we took part in during the last inspection cycle in 2020, (275 paved miles). Any new roads that need to be added to the database that were paved by the county or have been newly constructed since the last inspection will be added at no charge.

Hopefully the scope of services I have attached in below exhibit, as well as the terms I have included within compensation satisfy your expectations; please contact me at your earliest convenience so we may schedule your project during the upcoming 2022 calendar year.

We here at Capitol Asset & Pavement Services Inc. look forward to assisting you on this project as you take a very positive step in continuing to monitoring the health of your county road network. You will find no firm in the Northwest that has more experience in county road inspections & analysis than what our staff brings to this project, and we look forward to sharing our vast experience with you. If you have any questions relating to this document, please feel free to contact either Paul or myself. I will be the person managing the re-inspection project, (Joel M. Conder at 503.884-6663 (cell), email at [jconder@capitolasset.net](mailto:jconder@capitolasset.net)). Paul Wigowsky will be handling the software updating and reporting processes, and he can be reached at 503.551-6891 or at [paul@capitolasset.net](mailto:paul@capitolasset.net)

Capitol Asset & Pavement Services Inc. thanks you at this time for allowing us to submit this proposal and look forward to hearing back from you should the scope of services contained in these following exhibit meet with your approval.

Sincerely,  
Joel M Conder  
Senior Project Manager



## Services, and Cost - Pavement Ratings

---

Service & Timeframes	Description	Cost
Kickoff Meeting & Data Gathering (if requested)	Upon entering into a contract with Capitol Asset & Pavement Services Inc. Our Senior Project Manager shall meet with county staff to discuss project timelines and notice to proceed. Other agenda items shall include, but are not limited to: contact information of county staff, local rules & regulations, press releases (if needed), obtaining any historical road information to included in new database; As-builds, and recent maintenance & rehabilitation activity. This exchanging of information can take via telephone or email if a face-to-face meeting is not required.	Included
New Segmentation of County roads not currently in Database Network	Capitol Asset & Pavement Services Inc. shall physically measure any new county-maintained paved roads with an electronic distance measuring instrument in order to get accurate segment lengths. Each segment shall be measured for width using an engineering wheel. Pavement type, Functional Class, # of lanes, begin & end location and year constructed are just a few of the fields that shall be collected. All field data will be recorded electronically using a laptop computer and added to the existing Streetsaver database.	Included
Linking of GIS segments (If not currently linked)	CAPS, Inc will set up the GIS section link within the StreetSaver® Online program. Using the GIS Toolbox Section Link feature, CAPS, Inc will link each database section to the road centerline file provided by the County. Database section beginning and ending location descriptors will be matched to corresponding beginning and ending points in the road centerline file. Once complete, this will allow the creation of various maps using the StreetSaver® GIS reporting feature (Road PCI condition, Segments needing rehabilitation, maintenance history, etc). During the inspection process all GIS road links shall be verified.	Included

## Services, and Cost - Pavement Ratings - Continued

Service & Timeframes	Description	Cost
Distress Rating of approximately 275 miles of county maintained paved roads.	A 2-person crew, led by our Senior Inspection Crew Leader, will inspect all roads that are to be included in the study that currently reside within the county's Streetsaver database. This is done by windshield drive-by, and then turning around and inspecting the most representative area of the segment. A minimum of 10% of each section will be inspected. This inspection process is all gathered electronically with our own data collection software program that has built-in error protection to help assure accurate data collection. This portion of the project shall take approximately 3-4 weeks to complete.	<b>\$16,400</b>  (Approx. \$59.00 per C/L mile)
Further Populating of Database - Uploading of Distress Data – Calculations	Capitol Asset & Pavement Services Inc. shall take all collected field data and import into current Streetsaver pavement management database. All pertinent road data (M&R) collected from the county shall also be input into database. A pavement condition index (PCI) shall be calculated based upon the new distress rating data.	<b>Included</b>
Software Training for County Staff (if requested)	Upon successful completion and delivery of the "final" Budget Options Report, Capitol Asset & Pavement Services Inc. shall train staff in proper use of the pavement management software system. This will be done by conducting a 2-3 hour on-site training class at the county's location of choosing within Crook County.	<b>Included</b>
Future Software Support & Training  <b>On-going</b>	Capitol Asset & Pavement Services Inc. puts on an annual refresher course. This class is an all-day hands-on computer training/refresher class that is free of charge to all Capitol Asset & Pavement Services Inc. clients, and is always held in the spring. This class is usually conducted near the Portland or Bend area usually in October/November time frame. County staff shall also receive up to 40 hours per year of online or telephone technical support at no charge.	<b>Included</b>

## Services, and Cost - Pavement Ratings - Continued

---

Service & Timeframes	Description	Cost
A-7 Maintenance & Rehabilitation Recommendations (M & R)	Based upon the MTC Streetsaver software and the Crook County strategies, Capitol Asset & Pavement Services Inc. will produce customized budget options reports. Crook County shall receive various reports showing cost-effectiveness of current or future various Maintenance & Rehabilitation strategies. Capitol Asset & Pavement Services Inc shall run multiple budget scenarios using actual as well as suggested dollar amounts. The county will be able to look at the impacts of a reduced or increased street maintenance funding and make more informed decisions as to the direction the county would like to take.	\$2,500
Deliverables	Capitol Asset & Pavement Services Inc. will deliver all the above-mentioned services for one (1) lump sum price of...	\$18,900

---



## FEE SCHEDULE

---

### HOURLY BILLABLE RATES STRUCTURE JANUARY 1, 2022 THRU DECEMBER 31, 2022

(For services requested beyond deliverables within the aforementioned lump sum)

Position Description	<u>Hourly Rate</u>
President	\$145.00/hr
Vice-President	\$145.00/hr
Senior Project Manager	\$135.00/hr
Senior Programmer	\$125.00/hr
Management Analyst	\$100.00/hr
Engineering Tech.	\$105.00/hr
Data Collection Coordinator	\$85.00/hr
Accounts Payable Clerk	\$70.00/hr
Travel Charge per mile	\$ 0.58.5/mile

#### **Not to Exceed Clause -**

The total price of this quote (\$18,900) is based entirely on an estimate and may not be exceeded without the written authorization from a Crook County representative, or by change order to this proposal. CAPS Inc. will be obligated only to a total price based on actual quantity accepted and charged at the fixed prices (\$18,900) for PMP services as set forth above or to be agreed upon.



Capitol Asset & Pavement Services, Inc.

PO Box 7840  
Salem, OR, 97303  
Phone: 503.689.1330  
Fax: 503.689.1440  
[www.capitolasset.net](http://www.capitolasset.net)

Robert O;Neal  
Roadmaster  
Crook County Road Department

January 24, 2022

RE: Cost Proposal for the Digital Imaging of Crook County Roads in 2022

Dear Bob;

As per our previous digital imaging cycles in Crook County, I have enclosed for your consideration a proposal for the digital imaging of the Crook County road network in 2022. This proposal includes the digital imaging on all gravel & paved road as maintained by the Crook County Road Department. This proposal is based upon filming approximately 515 center line miles, the same as we did in the year 2020.

Hopefully the scope of services I have attached in Exhibits #1 and #2 (compensation) satisfy your expectations; The digital Imaging inventory can only take place once the weather turns a little warmer, usually around early to mid April. All phases of the deliverables shall be completed by the upcoming conclusion of summer 2022, (8-26-2022).

We here at Capitol Asset & Pavement Services Inc. look forward to assisting you on this project as you take a very positive step in continuing to monitoring the health of your county road network. You will find no firm in the Northwest that has done more county digital imaging than what our staff brings to this project, and we look forward to sharing our vast experience with you. If you have any questions relating to this document, please feel free to contact either Paul Wigowsky, or myself.

I can be reached at Joel M. Conder @ 503 884-6663, [jconder@capitolasset.net](mailto:jconder@capitolasset.net). Paul Wigowsky will be handling the digital imaging aspect as project manager. He can be reached any time as well at 503 551-6891 [pwigowsky@capitolasset.net](mailto:pwigowsky@capitolasset.net)

Capitol Asset & Pavement Services Inc. thanks you at this time for allowing us to submit this proposal and look forward to hearing back from you should the scope of services contained in Exhibits #1 and #2 meet with your approval.

Respectfully submitted,

Joel M Conder  
Senior Project Manager  
Capitol Asset & Pavement Services Inc.

PO Box 7840 SALEM, OR 97303 \* 503.689-1330 office \* 503.689-1440 fax \* [www.capitolasset.net](http://www.capitolasset.net)

Capitol Asset & Pavement Services Inc.  
Scope of Services

## ROADSIDE DIGITAL IMAGING - SERVICE DESCRIPTION

Service	Description	Cost
Collect Images and Road Data	<p>Capitol Asset &amp; Pavement Services Inc. shall collect road digital images and data. Two synchronized images shall be captured for each data point. Images shall be captured from a driver's point of view (straight ahead) and right view at approximately 45° angle to the right. Data captured will be synchronized with each Image pair and each data point shall include Road number, Road Name, Milepost, GPS XYZ coordinates, and cross road (where applicable). Quality of GPS coordinates is subject to a clear view of sky, and where view is blocked, GPS may be unavailable. GPS quality in good conditions is generally within 1 meter. Data and Images shall be captured at a rate specified by County. Images will be captured at 200 image pairs per mile, per direction, or every 21.1 ft. This can be modified to intervals from 10.5 to 105 ft (in 5.28 ft increments) at no additional charge to county.. Images and data shall be collected in two directions of travel (increasing and decreasing). Images shall be stored in JPEG image format (each image is approximately 300kb in size).</p> <p>This quote is based upon approximately <b>550</b> centerline miles of paved &amp; gravel roads in Crook County.</p>	<b>\$23,500</b>
Provide Viewer software	Streetpix Photolog Viewer software shall be unrestricted while used for Crook County business. County shall have license to install and utilize software on an unlimited number of computers, so long as those computers are owned by County and used for County business. This includes any department under County jurisdiction. County shall not have the right to distribute viewer software to any other government or private entity.	<b>Included</b> (no additional charge)
Install Viewer software	Capitol Asset & Pavement Services Inc. shall install photolog viewer software onto Crook County computers. If desired, Server-side program and data (including images) shall be installed on a Crook County central network server. CAPS Inc. shall provide Crook County IT staff with training and instructions to install software (client and server) on any additional computers.	<b>Included</b> (no additional charge)
Provide Viewer Software Training &	CAPS Inc shall provide Crook County staff with training as to maintenance and use of Viewer software. CAPS Inc. shall also provide technical support to Crook County IT staff for the purpose of maintaining program installations or troubleshooting errors.	<b>Included</b>



Technical Support.	Up to four (4) hours of on-site or remote training included. Up to forty (40) hours of on-site and remote technical support included.	Additional support beyond 40 hrs. at <b>\$135/hr</b>
Deliverables	CAPS Inc. shall provide data, images, software installation executable, and instructions to County on external USB 2.0 hard drive.	

## **EXHIBIT #2**

### **COMPENSATION**

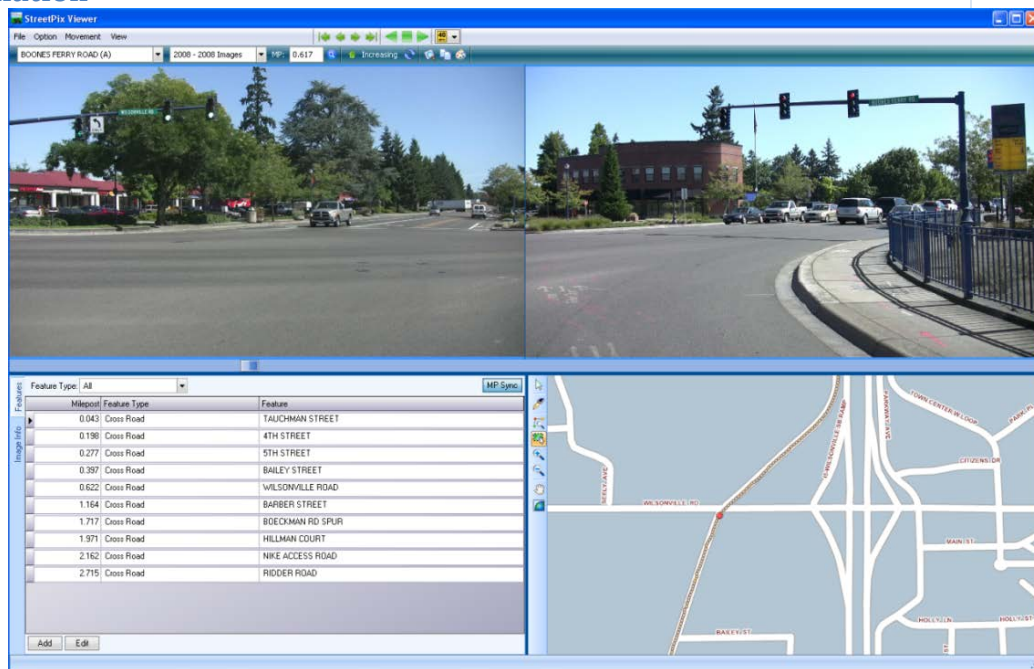
Capitol Asset & Pavement Services Inc. shall be compensated at the dollar amount of **\$23,500.00**, for work performed as described in Exhibit #1 as “Digital Imaging” on approximately 515 centerline miles of roadway within Crook County. Capitol Asset & Pavement Services Inc. shall invoice one (1) lump sum bill upon final satisfactory completion of the 515 miles of roadway filming.

## DIGITAL PHOTOLOG

We plan to film each county road in two directions using our roadside digital imaging collection vehicle. This vehicle is equipped with two 2.1 megapixel camcorders which capture images at intervals of from 10-100 ft (25 ft. is standard, but actual interval to be chosen by county), a GPS unit that will capture coordinate information for each image pair, and Distance Measuring Instrument that will capture milepost.

### StreetPix Viewer Information

- Two images displayed for each data point. One facing forward, other at approximately 45° to the right (to capture right-of-way features).
- GPS coordinate information captured for each data point.
- Novatel submeter GPS unit used.
- Milepost from Distance Measuring Instrument captured for each data point



- Map displayed showing current location. User can click on map and be taken to nearest data point.
- Images collected in both directions. Click flip icon and see images captured in opposite direction.
- User-friendly controls. VCR-like controls to play, reverse, skip images. Acts like a virtual drive down the Road.
- Feature Inventory spreadsheet-like grid – displays asset feature information.
- Viewer can store/display multiple years of data.
- Copy images to clipboard, print image, or export image to file

See more information at <http://www.capitolasset.net/RoadsideDigitalImaging.html>

- Software is compatible with current versions of Microsoft Windows (XP, Vista, Windows 7)
- Client-server application. Database is Microsoft SQL Server, installed on a network server.
- Images are in Jpeg format and stored on network server drive.
- Software on each client machine accesses data and images on server.
- (Can also be installed in a stand-alone version)

## **Capitol Asset & Pavement Services Inc. Metadata Sheet**

(For StreetPix & Mobile GPS Data Collection)

A major difficulty in the geospatial data community is the lack of information that helps prospective users to determine what data exist, the fitness of existing data for planned applications, and the conditions for accessing the data. That is why it is imperative for these notes to be sent in conjunction with the data you are receiving. In today's ever changing GPS technology forum, many new uses are being applied. One of the more popular methods has been the evolution of precise GPS surveying from a relative difficult, expensive and complicated technology that could only be used in the so-called "static" mode, to a technique that has tremendous flexibility. This technique is called "kinematic" meaning moving receiver mode. This "on-the-fly" GPS data collection is a relatively new and semi-complex technology and is used by **Capitol Asset & Pavement Services Inc.** during the data collection part of this proposed project. The data that you will be receiving with these notes will be collected in the kinematic mode. Though the kinematic mode increases the number and range of GPS applications that can be used, please be aware of the real and sometimes perceived constraints on the GPS performance and accuracy. It is then sometimes necessary to understand the fundamental principles of the GPS hardware, software, processing algorithms and operational procedures.

The data that will be contained within the deliverable information will be collected, processed and compiled by **Capitol Asset & Pavement Services Inc.** The data that **Capitol Asset & Pavement Services Inc.** delivers to their clients is believed to be accurate; however, a degree of error is inherent in all kinematically collected information. The data will be distributed "as-is" without warranties of any kind, either expressed or implied. The risk or liability resulting from the use of this data is assumed by the user. **Capitol Asset & Pavement Services Inc.** can charge for the service of collecting or supplying this coordinate information to clients, but we in no way represent ourselves as professional land surveyors. **Capitol Asset & Pavement Services Inc.** makes no warranties of any kind, and disclaims all liability to any persons or agencies. **Capitol Asset & Pavement Services Inc.** also does not warrant or guarantee the accuracy or completeness of this kinematically gathered information.

**All questions regarding the StreetPix data should be addressed to the imaging project manager:**

Paul Wigowsky  
Digital Imaging Project Manager  
Capitol Asset & Pavement Services Inc.  
(503) 551-6891 or [paul@capitolasset.net](mailto:paul@capitolasset.net)

PO Box 7840 SALEM, OR 97303 \* 503.689-1330 office \* 503.689-1440 fax \* [www.capitolasset.net](http://www.capitolasset.net)



## Request to place business before the Crook County Court

**Important Note:** The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents and Crook County. Administrative matters which are the purview of individual departments will be placed on the agenda at the request of the Department Head. By completing this form, you are asking to be placed on the agenda.

Please return this form to Crook County Administration Office via  
Email: [amy.albert@co.crook.or.us](mailto:amy.albert@co.crook.or.us); or Mail: 300 NE 3<sup>rd</sup> St., Prineville OR 97754

Your name: Casey Daly Date of Request: February 9 2022  
Email: [casey.daly@co.crook.or.us](mailto:casey.daly@co.crook.or.us) Phone: 541-447-6575  
Address (optional): \_\_\_\_\_

1. What is the date of the Court meeting you would like to appear at? February 16, 2022
2. Describe the matter to be placed before the Court: Grant Award- Crook County Cultural Coal.  
\_\_\_\_\_
3. What action are you requesting that the Court take? Grant Award Approval- \$2500  
\_\_\_\_\_  
\_\_\_\_\_
4. What is the cost involved with your request, if applicable? \$0  
\_\_\_\_\_
5. Please estimate the time required for your presentation.  
☒ 5 minutes      ☐ 10 minutes      ☐ 15 minutes      ☐ other \_\_\_\_\_ minutes
6. Are you (or will you be) represented by legal counsel?  
 \_\_\_\_\_ Yes (please name your attorney) \_\_\_\_\_  
 XX No, I am not currently represented. **(Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)**
7. If you have a physical disability and require an accommodation, please specify your need:  
\_\_\_\_\_

### Optional Endorsement:

Signature of County Judge/Commissioner endorsing this request and requesting placement of the agenda: *(A request submitted at the request of a sponsoring commissioner, will be placed on an appropriate agenda. All other matters will be considered for appropriateness for consideration by the full Court in view of the above criteria.)*

\_\_\_\_\_  
Court member signature

\_\_\_\_\_  
Date



**Crook County Foundation**

PO Box 1061  
Prineville, OR 97754

 **First Interstate Bank**  
888-752-3336  
www.firstinterstatebank.com  
93-168/929

6 3158

12/24/2021

PAY TO THE  
ORDER OF

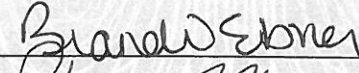

Crook County Fairgrounds

\$ \*\*2,500.00

Two thousand five hundred and 00/100 \*\*\*\*\* DOLLARS

Crook County Fairgrounds  
PO Box 507  
Prineville, OR 97754



  
  
AUTHORIZED SIGNATURE

MEMO

⑈003158⑈ ⑆092901683⑆ 011194080⑈

**Crook County Foundation**

3158

12/24/2021

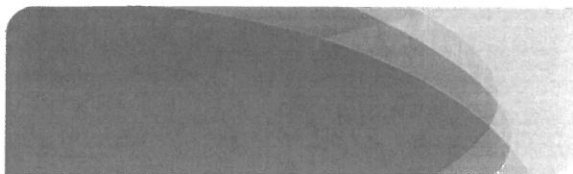
Crook County Fairgrounds

2022 CC Cultural Coalition grant

2,500.00

CHECKING & MONEY MKT:FISCAL SPON:

2,500.00



## Crook County Cultural Coalition

c/o Crook County Foundation

P.O. Box 1061

Prineville, OR 97754

Phone: 541-416-0507

TomJay55@gmail.com

Feb. 1, 2022

Casey Daly  
c/o Crook County Fairgrounds  
P.O. Box 507 / 1280 S Main St.  
Prineville, OR 97754

Dear Casey:

The Crook County Cultural Coalition is pleased to inform you that the Crook County Fairgrounds has been awarded a grant in the amount of \$2,500.00. The purpose of this grant is to help fund your plan, "Bacon Buddies", to work with our local 4-H, FFA and Open Class exhibitors to give kids in our community with disabilities the opportunity to show an animal at fair. We consider this a very noble cause and are excited to see the results of your program!

Checks will not be presented in-person this year due to COVID-19 so please find it enclosed with this letter.

We would like to remind you of the Post-Award requirements as stated in the Grant Application Guidelines:

- Grant recipients must state in all media announcements, marketing materials, and information campaigns that their activities are **"supported by a grant from the Crook County Cultural Coalition with funds from the Oregon Cultural Trust to support Oregon's arts, heritage, and the humanities"**.
- Grant recipients will submit a final report to the Crook County Cultural Coalition by **Sept. 30, 2022**. The Report Form will be included with this letter.

If you have any questions, please do not hesitate to call me at (541) 350-8752. Congratulations and our best wishes to your organization.

Sincerely,

Tom Jay  
Chairman  
Crook County Cultural Coalition

CC Coalition members: Lyle Andrews, Claudia Callan, Marlee Dutli, Stephanie Fahlgren, Lisa Morgan, Lawrence Weberg

# Crook County Cultural Coalition

---

*2022 Grant Report Form*

*(Due 9/30/2022)*

\_\_\_ Interim \_\_\_ Final (check one)

1. Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

2. Grant amount received in prior years: \$ \_\_\_\_\_

3. Dates of Project: \_\_\_\_\_ to \_\_\_\_\_

4. Please provide a brief summary of project activities conducted during grant period:

5. List significant local matching funds used for project: (Or attach a list)

Organization or Individual Amount received

a.

b.

c.

d.

Notes:

6. Number of individuals reached or benefitted from grant.

7. How successful do you think your project was and what did you learn?

8. Submit project budget and expenditures on a separate page.

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

**AN ORDINANCE AMENDING SECTION  
18.116.040 TO PERMIT THE BONDING  
FOR THE COMPLETION OF DESTINATION  
RESORT OVERNIGHT LODGING UNITS  
UNDER CERTAIN CIRCUMSTANCES, AND  
DECLARING AN EMERGENCY**

**ORDINANCE 329**

**WHEREAS**, Oregon law permits the creation of “destination resorts,” a type of development including private residences, overnight accommodations, and tourist facilities. Crook County has adopted local ordinances regulating the creation of destination resorts. Under both state and local law, one of the conditions for the development or expansion of destination resorts is that a stated ratio of units for residential sale to units of permanent overnight lodging. In Crook County, that ratio is 2.5:1; and

**WHEREAS**, in addition to the required ratio, a destination resort development must meet a minimum number of overnight lodging units, according to the following timeframes:

- (i) At least 75 units of overnight lodging, not including any individually owned homes, lots or units, shall be constructed or guaranteed prior to the closure of sale of individual lots or units through an agreement and security provided to the county in accordance with CCC 17.40.080 and 17.40.090.
- (ii) The remainder shall be provided as individually owned lots or units subject to deed restrictions that limit their use to overnight lodging units. The deed restrictions may be rescinded when the resort has constructed 150 units of permanent overnight lodging as required by this subsection.

See Crook County Code 18.116.040(3)(a); and

**WHEREAS**, due to the current worldwide COVID-19 pandemic, a variety of economic sectors including but not limited to the hospitality, residential construction, and food service industries have endured extreme unpredictability compared to even the



difficult market conditions of severe recessions. This unpredictability has afflicted the local Crook County economy at least as severely as elsewhere in the State of Oregon. Meeting the normal requirements for the overnight lodging unit ratio has been made more difficult than regular downturns in the economy, however severe those downturns have been, and

**WHEREAS**, to acknowledge that the pandemic, or some future unpredictable circumstance of similar gravity may cause nearly unique disruption in the normal course of business, the County wishes to create a process whereby meeting the destination resort overnight lodging unit ratio may be met through an alternative method; and

**WHEREAS**, securing the obligation to meet the overnight lodging unit ratio requirement through providing a bond and associated contractual commitments, acceptable to the County, in such circumstances and as the County may choose to approve, would not prejudice the general public and will ensure the compliance with Oregon and local law regarding the development of destination resorts; and

**WHEREAS**, the Crook County Planning Commission held a public hearing on Tuesday, January 18, 2022, to make a recommendation to the Crook County Court regarding whether to adopt a revision to the County's destination resort regulations.

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

**Section One:** The above recitals and exhibits are adopted into and made a part of this Ordinance No. 329 as the County's findings of fact.

**Section Two:** Crook County Code section 18.116.040 is amended to read as depicted on the attached Exhibit A, with additions **underlined** and deletions ~~struck through~~.

**Section Three:** If any court of competent authority invalidates a portion of this Ordinance 329, the remaining portions will continue in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**Section Four:** Ordinance 329 being immediately necessary for the health, welfare, and safety of the people of Crook County, an emergency is hereby declared to exist, and this Ordinance 329 shall become effective upon signing.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

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

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

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

## EXHIBIT A

### 18.116.040 Standards

A destination resort shall meet the following standards:

- (1) Development shall be located on a tract that contains at least 160 acres.
- (2) Development shall not be located on high value farmland.
- (3) Development shall include meeting rooms, restaurants with seating for at least 100 persons, and a minimum of 150 separate rentable units for overnight lodging, oriented toward the needs of visitors rather than area residents. However, the rentable units may be phased in as follows:
  - (a) ) A total of 150 units of overnight lodging shall be provided as follows:
    - (i) At least 75 units of overnight lodging, not including any individually owned homes, lots or units, shall be constructed or guaranteed prior to the closure of sale of individual lots or units through an agreement and security provided to the county in accordance with CCC 17.40.080 and 17.40.090.
    - (ii) ) The remainder shall be provided as individually owned lots or units subject to deed restrictions that limit their use to overnight lodging units. The deed restrictions may be rescinded when the resort has constructed 150 units of permanent overnight lodging as required by this subsection.
  - (b) ) The number of units approved for residential sale shall not be more than two units for each unit of permanent overnight lodging provided under subsection (3)(a)(i) of this section; provided, however, after an applicant has constructed its first 150 permanent overnight lodging units, the county may approve a final development plan modification to increase the ratio of units approved for residential sale to units of permanent overnight lodging from two to one to two and one-half to one.
  - (c) The development approval shall provide for the construction of other required overnight lodging units within five years of the initial lot sales.
  - (d) In a phased development, after completing construction of the initial 150 units of overnight lodging units described in subsection (a) of this section, in lieu of fully constructing required overnight lodging units, an applicant may request at the time it submits a tentative plan application to guaranty construction of any overnight lodging units required per subsection (b) of this section if the following requirements are met:

(i) ) The applicant shall provide an agreement and security in amount equal to or greater than 130% of the anticipated costs to construct the overnight lodging units to the county in accordance with CCC17.40.080 and 17.40.090;

(ii) Such agreement and security shall have a maximum term of four (4) years and must require construction of the required overnight lodging units to be complete (as evidenced by a certificate of occupancy issued by the Crook County Building Department) prior to the expiration of such term; and

(iii) The applicant must demonstrate to the hearing authority's satisfaction that the need to provide a guaranty is the result of factors outside the applicant's control (e.g., a lack of necessary construction materials or shortage of necessary labor to complete construction). Routine development costs changes, labor disputes, competition from other entities, or events that are the inherent risks of business do not qualify.

(4) Prior to closure of sale of individual lots or units, all required developed recreational facilities, key facilities intended to serve the entire development, and visitor-oriented accommodations shall be either fully constructed or guaranteed by providing an agreement and security in accordance with CCC 17.40.080 and 17.40.090. In phased developments, developed recreational facilities, ~~and other~~ key facilities intended to serve a particular phase, **and required visitor-oriented accommodations** shall be **either fully** constructed prior to sales in that phase or guaranteed by providing an agreement and security in accordance with CCC 17.40.080, ~~and~~ 17.40.090, **and, if applicable, 18.116.040(3)(d)**. Nothing in this subsection shall be interpreted to require the construction of all approved phases of a destination resort; provided, that the destination resort as developed complies with the minimum development requirements of subsections (3), (5), and (7) of this section.

(5) At least \$7,000,000 shall be spent on improvements for on-site developed recreational facilities and visitor- oriented accommodations exclusive of costs for land, sewer and water facilities, and roads. Not less than one- third of this amount shall be spent on developed recreational facilities. Spending required under this subsection is stated in 1993 dollars. The spending required shall be adjusted to the year in which calculations are made in accordance with the United States Consumer Price Index.

(6) Commercial uses are limited to those listed in CCC 18.116.070(8). Such uses must be internal to the resort, and are limited to the types and levels of use necessary to meet the needs of visitors to the resort. Industrial uses of any kind are not permitted.

(7) At least 50 percent of the site shall be dedicated to permanent open space, excluding yards, streets, and parking areas.



(8) If the site includes a resource site designated on the county's Goal 5 inventories as significant, the resource site shall be protected in accordance with the adopted Goal 5 management plan for the site. Sites designated for protection pursuant to Goal 5 shall also be preserved by design techniques, open space designation, or a conservation easement sufficient to protect the resource values of the resource site. Any conservation easement created pursuant to this subsection shall be recorded with the property records of the tract on which the destination resort is sited prior to development of the phase of which the resource site is a part.

(9) Riparian vegetation within 100 feet of natural lakes, rivers, streams and designated significant wetlands shall be retained as set forth in CCC 18.124.090.

(10) The dimensional standards otherwise applicable to lots and structures in underlying zones pursuant to Chapters 18.16 through 18.112 and 18.120 through 18.140 CCC shall not apply within destination resorts. The planning commission shall establish appropriate dimensional standards during final development plan review.

(11) Except where more restrictive minimum setbacks are called for, the minimum setback from exterior property lines, excluding public or private roadways through the resort, for all development (including structures and site-obscuring fences of over three feet in height but excepting existing buildings and uses) shall be as follows:

- (a) Two hundred fifty feet for commercial development listed in CCC 18.116.070, including all associated parking areas;
- (b) ) One hundred feet for visitor-oriented accommodations other than single-family residences, including all associated parking areas;
- (c) Twenty-five feet for above-grade development other than that listed in subsections (11)(a) and (b) of this section;
- (d) ) Twenty-five feet for internal roads;
- (e) Twenty-five feet for golf courses and playing fields;
- (f) ) Twenty-five feet for jogging trails, nature trails and bike paths where they abut private developed lots, and no setback where they abut public roads and public lands;
- (g) ) The setbacks of this section shall not apply to entry roadways, landscaping, utilities and signs.

(12) Alterations and nonresidential uses within the 100-year flood plain and alterations and all uses on slopes exceeding 25 percent are allowed only if the applicant submits and the

planning commission approves a geotechnical report that demonstrates adequate soil stability and implements mitigation measures designed to mitigate adverse environmental effects. Such alterations and uses include, but are not limited to:

- (a) ) Minor drainage improvements which do not significantly impact important natural features of the site;
- (b) ) Roads, bridges, and utilities where there are no feasible alternative locations on the site; and
- (c) Outdoor recreational facilities, including golf courses, bike paths, trails, boardwalks, picnic tables, temporary open sided shelters, boating facilities, ski lifts, and runs.

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

**AN ORDINANCE AMENDING TITLE  
TITLE 17 AND 18 OF THE CROOK COUNTY  
CODE, ADOPTING ADDITIONAL PROCED-  
URAL CLARITY, STREAMLINING AP-  
PLICATION PROCESSES, AND EXPAND-  
ING OPTIONS FOR LOCAL RESIDENTS, AND  
DECLARING AN EMERGENCY**

**ORDINANCE 330**

**WHEREAS**, from time to time it is helpful to review the County’s subdivision and land use / planning code provisions, to identify areas where typos can be corrected, additional clarity for applicants can be provided, and efficiencies can be promoting in the conduct of the County’s land use responsibilities; and

**WHEREAS**, the proposed changes described herein have been considered at a public hearing of the Crook County Planning Commission, which recommends that the County Court adopt such revisions.

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

**Section One:** The above recitals and exhibits are adopted into and made a part of this Ordinance No. 330 as the County’s findings of fact.

**Section Two:** Crook County Code Section 18.16.055, “Agri-Tourism,” is amended to read as depicted on the attached Exhibit A, with additions underlined and deletions ~~struck-through~~.

**Section Three:** Crook County Code Section 18.162.020, “Noncommercial photovoltaic energy systems,” is amended to read as depicted on the attached Exhibit B, with additions underlined and deletions ~~struck-through~~.

**Section Four:** Crook County Code Section 18.108.060, “Covenant of nonremonstrance,” is amended to read as depicted on the attached Exhibit C, with additions underlined and deletions ~~struck-through~~.

**Section Five:** The Use Table for Crook County Code section 18.16.010, “Temporary hardship dwellings,” is amended to read as depicted on the attached Exhibit D, with additions underlined and deletions ~~struck-through~~.

**Section Six:** A new chapter 17.42, “Validation of a unit of land,” is added to Crook County Code Title 17, as depicted on the attached Exhibit E.

**Section Seven:** Crook County Code section 18.08.180, “R definitions,” and section 18.124.100, “Rimrock setback requirements,” are amended to read as depicted on the attached Exhibit F, with additions underlined and deletions ~~struck-through~~.

**Section Eight:** Crook County Code section 18.16.040, “Dwelling not in conjunction with farm use,” is amended to read as depicted on the attached Exhibit G, with additions underlined and deletions ~~struck-through~~.

**Section Nine:** A new section, 18.170.025 “Notice,” is added to Crook County Code chapter 18.170, as depicted on the attached Exhibit H.

**Section Ten:** Crook County Code chapter 18.172, “Administrative Provisions,” is amended to read as depicted on the attached Exhibit I, with additions underlined and deletions ~~struck-through~~.

**Section Eleven:** A new chapter, 18.174 “Declaratory Ruling,” is added to Crook County Code Title 18, as depicted on the attached Exhibit J.

**Section Twelve:** If any court of competent authority invalidates a portion of this Ordinance 330, the remaining portions will continue in full force and effect.

**Section Thirteen:** Ordinance 330 being immediately necessary for the health, welfare, and safety of the people of Crook County, an emergency is hereby declared to exist, and this Ordinance 330 shall become effective upon signing.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

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

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



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

## EXHIBIT A

## CCC 18.16.055 Agri-Tourism

Agri tourism is defined in 18.08.010:

- “Agri-tourism” means a common, farm-dependent activity that is incidental and subordinate to a working farm and that promotes successful agriculture and generates supplemental income for the owner. Such uses may include hayrides, corn mazes and other similar uses that are directly related to on-site agriculture. Any assembly of persons shall be for the purpose of taking part in agriculturally based activities such as animal or crop care, picking fruits or vegetables, tasting farm products or learning about farm or ranch operations. Agri-tourism may include farm-to-plate meals. Except for small, farm-themed parties, regularly occurring celebratory gatherings, weddings, parties or similar uses are not agri-tourism.

18.16.055 Agri-tourism and other commercial events.

The following agri-tourism and other commercial events or activities that are related to and supportive of agriculture may be established:

(1) A single agri-tourism or other commercial event or activity on a tract in a calendar year that is personal to the applicant and is not transferred by, or transferable with, a conveyance of the tract, if the agri-tourism or other commercial event or activity meets any local standards that apply and:

(a) The agri-tourism or other commercial event or activity is incidental and subordinate to existing farm use on the tract;

(b) The duration of the agri-tourism or other commercial event or activity does not exceed 72 consecutive hours;

(c) The maximum attendance at the agri-tourism or other commercial event or activity does not exceed 500 people;

(d) The maximum number of motor vehicles parked at the site of the agri-tourism or other commercial event or activity does not exceed 250 vehicles;

(e) The agri-tourism or other commercial event or activity ~~complies with the standards described in CCC 18.16.020(1) and (2)~~ will not force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; and will not significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use;

(f) The agri-tourism or other commercial event or activity occurs outdoors, in temporary structures, or in existing permitted structures, subject to health and fire and life safety requirements; and

(g) The agri-tourism or other commercial event or activity complies with conditions regarding ~~established subsections (2)(b), (d), and (g) of this section.~~

(i) Planned hours of operation;

(ii) Access, egress and parking;

(iii) A traffic management plan that identifies the projected number of vehicles and any anticipated use of public roads; and

(iv) Sanitation and solid waste.

(2) In the alternative to subsections (1) and (3) of this section, the county may authorize, through an expedited, single-event license, a single agri-tourism or other commercial event or activity on a tract in a calendar year by an expedited, single-event license that is personal to the applicant and is not transferred by, or transferable with, a conveyance of the tract. A decision concerning an expedited, single-event license is not a land use decision, as defined in ORS 197.015. To approve an expedited, single-event license, the governing body of the County or its designee must determine that the proposed agri-tourism or other commercial event or activity meets any local standards that apply, and the agri-tourism or other commercial event or activity:

- (a) Must be incidental and subordinate to existing farm use on the tract;
- (b) May not begin before 6:00 a.m. or end after 10:00 p.m.;
- (c) May not involve more than 100 attendees or 50 vehicles;
- (d) May not include the artificial amplification of music or voices before 8:00 a.m. or after 8:00 p.m.;
- (e) May not require or involve the construction or use of a new permanent structure in connection with the agri-tourism or other commercial event or activity;
- (f) Must be located on a tract of at least 10 acres unless the owners or residents of adjoining properties consent, in writing, to the location; and
- (g) Must comply with applicable health and fire and life safety requirements.

(3) In the alternative to subsections (1) and (2) of this section, the county may authorize up to six agri-tourism or other commercial events or activities on a tract in a calendar year by a limited use permit that is personal to the applicant and is not transferred by, or transferable with, a conveyance of the tract. The agri-tourism or other commercial events or activities must meet any local standards that apply, and the agri-tourism or other commercial events or activities:

- (a) Must be incidental and subordinate to existing farm use on the tract;
- (b) May not, individually, exceed a duration of 72 consecutive hours;
- (c) May not require that a new permanent structure be built, used or occupied in connection with the agri-tourism or other commercial events or activities;
- (d) ~~Must comply with the standards described in CCC 18.16.020(1) and (2)~~ Will not force a significant

change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; and will not significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use;

(e) May not, in combination with other agri-tourism or other commercial events or activities authorized in the area, materially alter the stability of the land use pattern in the area; and

(f) Must comply with: ~~the requirements of subsection (8) of this section.~~

(i) The types of agri-tourism or other commercial events or activities that are authorized during each calendar year, including the number and duration of the agri-tourism or other commercial events and activities, the anticipated daily attendance and the hours of operation;

(ii) The location of existing structures and the location of proposed temporary structures to be used in connection with the agri-tourism or other commercial events or activities;

(iii) The location of access and egress and parking facilities to be used in connection with the agri-tourism or other commercial events or activities;

(iv) Traffic management, including the projected number of vehicles and any anticipated use of public roads; and

(v) Sanitation and solid waste.

(g) A permit authorized by this subsection shall be valid for two calendar years. When considering an application for renewal, the county shall ensure compliance with the provisions of this subsection, any local standards that apply and conditions that apply to the permit or to the agri-tourism or other commercial events or activities authorized by the permit.

(4) In addition to subsections (1) to (3) of this section, the county may authorize agri-tourism or other commercial events or activities that occur more frequently or for a longer period or that do not otherwise comply with subsections (1) to (3) of this section if the agri-tourism or other commercial events or activities comply with any local standards that apply and the agri-tourism or other commercial events or activities:

(a) Are incidental and subordinate to existing commercial farm use of the tract and are necessary to support the commercial farm uses or the commercial agricultural enterprises in the area;

(b) Comply with the requirements of subsections (3)(c), (d), (e), and (f) of this section;

(c) Occur on a lot or parcel that complies with the acknowledged minimum lot or parcel size; and

(d) Do not exceed 18 events or activities in a calendar year.

(5) A holder of a permit authorized by a county under subsection (4) of this section must request review of the permit at four-year intervals. Upon receipt of a request for review, the county shall:



(a) Provide public notice and an opportunity for public comment as part of the review process; and

(b) Limit its review to events and activities authorized by the permit, conformance with conditions of approval required by the permit and the standards established by subsection (4) of this section.

(6) Temporary structures established in connection with agri-tourism or other commercial events or activities may be permitted. The temporary structures must be removed at the end of the agri-tourism or other event or activity. Alteration to the land in connection with an agri-tourism or other commercial event or activity including, but not limited to, grading, filling or paving, are not permitted.

(7) The authorizations provided by this section are in addition to other authorizations that may be provided by law, except that "outdoor mass gathering" and "other gathering," as those terms are used in ORS 197.015(10)(d), do not include agri-tourism or other commercial events and activities.

8) Conditions of Approval. Agri-tourism and other commercial events permitted under subsections (3) and (4) of this section are subject to the following standards and criteria:

(a) A permit application for an agri-tourism or other commercial event or activity shall include the following:

(i) A description of the type of agri-tourism or commercial events or activities that are proposed, including the number and duration of the events and activities, the anticipated daily attendance and the hours of operation and, for events not held at wineries or cider businesses, how the agri-tourism and other commercial events or activities will be related to and supportive of agriculture and incidental and subordinate to the existing farm use of the tract;

(ii) The types and locations of all existing and proposed temporary structures, access and egress, parking facilities, sanitation and solid waste facilities to be used in connection with the agri-tourism or other commercial events or activities;

(iii) Authorization to allow inspection of the event premises. The applicant shall provide in writing consent to allow law enforcement, public health, and fire control officers and code enforcement staff to come upon the premises for which the permit has been granted for the purposes of inspection and enforcement of the terms and conditions of the permit and the exclusive farm use zone and any other applicable laws or ordinances.

(b) Approval Criteria.

(i) The area in which the agri-tourism or other commercial events or activities are located shall be set back at least 100 feet from the property line.

(ii) No more than two agri-tourism or commercial events or activities may occur in one month.

(iii) The maximum number of people shall not exceed 500 per calendar day.

(iv) Notification of Agri-Tourism and Other Commercial Events or Activities.

~~(A)The property owner shall submit in writing the list of calendar days scheduled for all agri-tourism and other commercial events or activities by April 1st of the subject calendar year or within 30 days of new or renewed permits to the county's planning department and a list of all property owners within 500 feet of the subject property, as notarized by a title company.~~

~~(B)The list of calendar dates for all agri-tourism, commercial events and activities may be amended by submitting the amended list to the department at least 72 hours prior to any change in the date of approved dates.~~

~~(C)If notice pursuant to subsection (8)(b)(iv)(A) of this section is not provided, the property owner shall provide notice by registered mail to the same list above at least 10 days prior to each agri-tourism and other commercial event or activity.~~

~~(D)The notification shall include a contact person or persons for each agri-tourism and other commercial event or activity who shall be easily accessible and who shall remain on site at all times, including the person(s) contact information.~~

~~(v)Hours of Operation. No agri-tourism and other commercial event or activity may begin before 7:00 a.m. or end after 12:00 p.m.~~

~~(vi)Overnight camping is prohibited.~~

~~(vii)Noise Control.~~

~~(A)All noise, including the use of a sound producing device such as, but not limited to, loud speakers and public address systems, musical instruments that are amplified or unamplified, shall be in compliance with applicable state regulations.~~

~~(B)A standard sound level meter or equivalent, in good condition, that provides a weighted sound pressure level measured by use of a metering characteristic with an "A" frequency weighting network and reported as dBA shall be available on site at all times during agri-tourism and other commercial events or activities.~~

~~(viii)Transportation Management.~~

~~(A)Roadways, driveway aprons, driveways and parking surfaces shall be surfaces that prevent dust, and may include paving, gravel, cinders, or bark/wood chips.~~

~~(B)Driveways extending from paved roads shall have a paved apron, requiring review and approval by the county road department.~~

~~(C)The parcel, lot or tract must have direct access from a public road or is accessed by an access easement or private road, whereby all underlying property owners and property owners taking access between the subject property and the public road consent in writing to the use of the road for agri-tourism and other commercial events or activities at the time~~

of initial application.

(D) Adequate traffic control must be provided by the property owner and must include one traffic control person for each 250 persons expected or reasonably expected to be in attendance at any time. All traffic control personnel shall be certified by the state of Oregon and shall comply with the current edition of the Manual of Uniform Traffic Control Devices.

(E) Adequate off-street parking will be provided pursuant to provisions of the Chapter ~~18.128~~ CCC.

~~(ix) Health and Safety Compliance.~~

~~(A) Sanitation facilities shall include, at a minimum, portable restroom facilities and standalone handwashing stations.~~

~~(B) All permanent and temporary structures and facilities are subject to fire, health and life safety requirements, and shall comply with all requirements of the county building department and any other applicable federal, state and local laws.~~

~~(C) Compliance with the requirements of the building department shall include meeting all building occupancy classification requirements of the state of Oregon adopted building code. (Ord. 309 § 2 (Exh. C), 2019)~~

## Exhibit B

**18.162 Noncommercial energy systems****18.162.010 Noncommercial wind energy systems.**

All new or replacement wind energy systems that are not commercial power generating facilities shall be a permitted use in all zones. In addition to any requirements of the applicable zone, all new or replacement wind energy systems that are not commercial power generating facilities shall be subject to the following standards:

- (1) Wind energy systems are subject to the setback requirements of the zone. In addition, the wind energy system shall be set back at least the height of the wind energy system from all property lines. The wind energy system shall not be located closer to dwellings on adjacent property than to existing dwellings on the parcel or lot where the wind energy system is located.
- (2) Roof-mounted, building-integrated, building-mounted or architectural wind energy systems may extend an additional five feet above the highest ridge of the building's roof or 15 feet above the highest cave, whichever is higher.
- (3) Wind energy system towers must meet the dimensional standards for building and structure heights in the applicable zone.
- (4) Wind energy systems and meteorological towers shall comply with all applicable state construction and electrical codes, and the National Electrical Code. The applicant shall obtain all necessary building and electrical permits from the Crook County building department prior to installation or alteration of the wind energy system. (Ord. 245 § 1, 2011; Ord. 229 § 1 (Exh. A), 2010)

**18.162.020 Noncommercial photovoltaic energy systems**

All new or replacement photovoltaic energy systems that are not commercial power generating facilities are allowed without land use review shall be a permitted use in all zones. Although the use is allowed without land use review In addition to any requirements of the applicable zone, all new or replacement photovoltaic energy systems that are not commercial power generating facilities shall meet ~~still be subject to~~ the following standards:

- (1) Ground mounted noncommercial photovoltaic energy systems shall meet ~~are subject to~~ the setback requirements for the underlying zone.
- (2) All components of a noncommercial photovoltaic energy system shall comply with the height restrictions of the zone.
- (3) Photovoltaic energy systems may be mounted to an approved on-site structure or established as a freestanding structure; ~~provided, that the other requirements of this section are met.~~

(4) Noncommercial photovoltaic energy systems shall comply with all applicable state construction and electrical codes, and the National Electrical Code. The applicant shall obtain all necessary building and electrical permits from the Crook County building department prior to installation or alteration of the photovoltaic energy system. (Ord. 245 § 1, 2011; Ord. 229 § 1 (Exh. A), 2010)



## Exhibit C

**18.108.060 Covenant of nonremonstrance****18.108.060 Covenant of nonremonstrance**

The county shall require, as a condition of site plan or conditional use approval, the property owners whose lots adjoin land zoned for exclusive farm use to sign and record in the records of the Crook County clerk a covenant of nonremonstrance in favor of adjacent EFU zoned land. The covenant shall provide that the property owners will not remonstrate against farming practices, as the term is defined by ORS ~~30.390~~. ~~30.930~~. The covenant shall be an equitable servitude and be binding on all heirs, devisees, vendees and successors in interest of the property owner. (Ord. 18 § 3.220(6), 2003)

Exhibit D  
**CCC 18.16.010 -Temporary Hardship Dwelling**

**Chapter 18.16 EXCLUSIVE FARM USE ZONES, EFU-1 (POST-PAULINA AREA), EFU-2 (PRINEVILLE VALLEY-LONE PINE AREAS), EFU-3 (POWELL BUTTE AREA)**

**18.16.010 Use table**

**(1) Use Type**

~~(c)~~ "C" means the use is a conditional use. Conditional uses are permitted subject to county review, any specific standards for the use set forth in CCC 18.16.015, the conditional use review criteria in CCC 18.16.020, the general standards for the zone, and specific requirements applicable to the use in Chapter 18.160 CCC.

2.8	Temporary hardship dwelling.	C	Notice and Opportunity for Hearing	18.16.015(4) 18.16.015(25) <u>18.16.020(1)(2)</u>
-----	------------------------------	---	------------------------------------	---

## Exhibit E

### CCC 17.42 Validation of a unit of land

#### Title 17, SUBDIVISIONS

##### 17.42.010 VALIDATION OF A UNIT OF LAND

- (1) An application to validate a unit of land that was created by a sale or foreclosure that did not comply with the applicable criteria for creation of a unit of land may be submitted and reviewed as an Administrative Decision if the unit of land:
  - (a) Is not a lawfully established unit of land; and
  - (b) Could have complied with the applicable criteria for the creation of a lawfully established unit of land in effect when the unit of land was sold.
- (2) Notwithstanding CCC 17.42.010(1)(b), an application to validate a unit of land under this section may be submitted and reviewed if the County approved a permit, as defined in ORS 215.402, for the construction or placement of a dwelling or other building on the unit of land after the sale. If the permit was approved for a dwelling, the County must also determine that the dwelling qualifies for replacement under the following criteria:
  - (a) Has intact exterior walls and roof structure;
  - (b) Has indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;
  - (c) Has interior wiring for interior lights; and
  - (d) Has a heating system.
- (3) An application for a permit as defined in ORS 215.402 or a permit under the applicable state or local building code for the continued use of a dwelling or other building on a unit of land that was not lawfully established may be submitted and reviewed if:
  - (a) The dwelling or other building was lawfully established prior to January 1, 2007; and
  - (b) The permit does not change or intensify the use of the dwelling or other building.
- (4) An application to validate a unit of land under CCC 17.42.010 is an application for a permit, as defined in ORS 215.402. An application under CCC 17.42.010 is not subject to the minimum lot or parcel sizes established by the underlying zoning.
- (5) A unit of land only becomes a lawfully established parcel when the County validates the unit of land

under this chapter and according to that approval, the owner of the unit of land records a partition plat within 365 days of validation.

- (6) An application to validate a unit of land may not be approved if the unit of land was unlawfully created on or after January 1, 2007.
- (7) Development or improvement of a parcel created under CCC 17.42.010(5) must comply with the applicable laws in effect when a complete application for the development or improvement is submitted as described in ORS 215.427(3)(a).

## Exhibit F

### CCC 18.08.180 Rimrock Definition

#### Title 18 Zoning

#### Chapter 18.08 DEFINITIONS

##### 18.080.180 R definitions

“Rimrock” means any ledge, outcropping or top, or overlying stratum of rock, which forms a face in excess of 45 degrees. Setbacks shall be measured from the closest point of covered ground area of a structure to the closest point of the identified rimrock that meets this definition, above the rim. Setbacks shall only apply to rimrock within the following geographical areas:

- A. The intersection of Elliot Lane and O’Neil Highway, including Westwood Subdivision and Ochoco Wayside Viewpoint, to Stearns Ranch.
- B. Rimrock that parallels Juniper Canyon and Combs Flat Road.
- C. Rimrock that parallels Ochoco Creek and Ochoco Reservoir.

#### Chapter 18.124 SUPPLEMENTARY PROVISIONS

##### 18.124.100 Rimrock setback requirements

A proposed structure locating on the rimrock shall be set back 200 feet from the edge of said rimrock. Please reference CCC 18.08.180 for the applicable geographic areas, and definition. (Ord. 280 § 15 (Exh. O), 2015; Ord. 18 § 4.210, 2003)



## Exhibit G

### CCC 18.16.040 Nonfarm date clarification

#### Title 18 Zoning

#### Section 18.16.040 Dwelling not in conjunction with farm use.

(1) Nonfarm Dwelling. A nonfarm dwelling is subject to the following requirements:

(a) The dwelling or activities associated with the dwelling will not force a significant change in or significantly increase the cost of accepted farming or forest practices on nearby lands devoted to farm or forest use.

(2) Nonfarm Dwelling Suitability Standards.

(a) The dwelling, including essential or accessory improvements or structures, is situated upon a lot or parcel, or, in the case of an existing lot or parcel, upon a portion of a lot or parcel, that is generally unsuitable land for the production of farm crops and livestock or merchantable tree species, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the tract. A new parcel or portion of an existing lot or parcel shall not be considered unsuitable solely because of size or location if it can reasonably be put to farm or forest use in conjunction with other land; and

(b) A new parcel or portion of an existing lot or parcel is not “generally unsuitable” simply because it is too small to be farmed profitably by itself. If a parcel or portion of a lot or parcel can be sold, leased, rented or otherwise managed as a part of a commercial farm or ranch, then it is not “generally unsuitable.” A new parcel or portion of an existing lot or parcel is presumed to be suitable if it is composed predominantly of Class I – VI soils. Just because a new parcel or portion of an existing lot or parcel is unsuitable for one farm use does not mean it is not suitable for another farm use; or

(c) If the lot or parcel is under forest assessment, the dwelling shall be situated upon generally unsuitable land for the production of merchantable tree species recognized by the forest practices rules, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the parcel. If a lot or parcel is under forest assessment, the area is not “generally unsuitable” simply because it is too small to be managed for forest production profitably by itself. If a lot or parcel under forest assessment can be sold, leased, rented or otherwise managed as a part of a forestry operation, it is not “generally unsuitable.” If a lot or parcel is under forest assessment, it is presumed suitable if it is composed predominantly of soils capable of producing 20 cubic feet of wood fiber per acre per year. If a lot or parcel is under forest assessment, to be found compatible and not seriously interfere with forest uses on surrounding land it must not force a significant change in forest practices or significantly increase the cost of those practices on the surrounding land.

(3) The dwelling will not materially alter the stability of the overall land use pattern of the area. In determining whether a proposed nonfarm dwelling will alter the stability of the land use pattern in the area, a county shall consider the cumulative impact of nonfarm dwellings on other lots or parcels in the area similarly situated by applying the standards set forth in subsections (3)(a) through (c) of this section. If the application involves the creation of a new parcel for the nonfarm dwelling, a county shall consider whether creation of the parcel will lead to creation of other nonfarm parcels, to the detriment of agriculture in the area by applying the standards set forth in subsections (3)(a) through (c) of this section.

(a) Identify a study area for the cumulative impacts analysis. The study area shall include at least 2,000 acres or a smaller area not less than 1,000 acres, if the smaller area is a distinct agricultural area based on topography, soil types, land use pattern, or the type of farm or ranch operations or practices that distinguish it from other, adjacent agricultural areas. Findings shall describe the study area, its boundaries, the location of the subject parcel within this area, why the selected area is representative of the land use pattern surrounding the subject parcel and is adequate to conduct the analysis required by this standard. Lands zoned for rural residential or other urban or nonresource uses shall not be included in the study area;

(b) Identify within the study area the broad types of farm uses (irrigated or nonirrigated crops, pasture or grazing lands), the number, location and type of existing dwellings (farm, nonfarm, hardship, etc.), and the dwelling development trends since 1993. Determine the potential number of nonfarm/lot of record dwellings that could be approved under CCC 18.16.035(1) and this section, including identification of predominant soil classifications, the parcels created prior to January 1, 1993, and the parcels larger than the minimum lot size that may be divided to create new parcels for nonfarm dwellings under ORS 215.263(4), 215.263(5), and 215.284(4). The findings shall describe the existing land use pattern of the study area including the distribution and arrangement of existing uses and the land use pattern that could result from approval of the possible nonfarm dwellings under this subsection; and

(c) Determine whether approval of the proposed nonfarm/lot of record dwellings together with existing nonfarm dwellings will materially alter the stability of the land use pattern in the area. The stability of the land use pattern will be materially altered if the cumulative effect of existing and potential nonfarm dwellings will make it more difficult for the existing types of farms in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland, acquire water rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area; and

(4) If a single-family dwelling is established on a lot or parcel as set forth in Use 2.4 in Table 1, no additional dwelling may later be sited under the provisions of this section.

(5) The dwelling will be sited on a lot or parcel created before January 1, 1993; if the lot or parcel was created after that date, the lot or parcel must have been approved through the provisions of CCC 18.16.070(3) or (4).

(56) All new nonfarm dwellings on existing parcels within the deer and elk winter ranges must meet the residential density limitations found in Wildlife Policy 2 of the Crook County comprehensive plan. Compliance with the residential density limitations may be demonstrated by calculating a one-mile radius (or 2,000-acre) study area. An applicant may use a different study area size or shape to demonstrate compliance with Wildlife Policy 2, provided the methodology and size of the study area are explained and are found to be consistent with the purpose of Crook County comprehensive plan Wildlife Policy 2.

(67) All new nonfarm dwellings on existing lots or parcels proposed within the Paulina Ranches or Riverside Ranches subdivisions, which are in the county's EFU-1 zone and were created prior to January 1, 1993, shall require a minimum of 20 acres for the nonfarm dwelling.

(a) The 20-acre requirement for these subdivisions may be met either by a single lot or parcel which is at least 20 acres or through multiple, separate lots or parcels within the same subdivision in common ownership, which in the aggregate total 20 acres or more. For the purposes of this section, Riverside Ranch Unit 1 is treated as a separate subdivision and Riverside Ranch Units 2 and 3, together, are treated as a separate subdivision. The aggregation of lots or parcels for the purposes of this section must be contiguous in Paulina Ranches and Riverside Ranch Unit 1.

(b) Where multiple lots or parcels in common ownership are the basis to meet the 20-acre requirement, upon approval of a nonfarm dwelling and prior to the issuance of a building permit, the applicant/owner shall record a deed restriction with the county clerk limiting the further development of any lots or parcels used by the applicant/owner to meet the 20-acre requirement. (Ord. 326 § 3 (Att. A), 2021; Ord. 309 § 2 (Exh. C), 2019)

## Exhibit H

### CCC 18.170 Quasi-Judicial Amendments

#### Title 18 Zoning

##### 18.170.010 Quasi-judicial amendment standards.

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

#### (1) Comprehensive Plan Map Change.

(a) That the amendment complies with the Statewide Planning Goals and applicable Administrative Rules (which include OAR 660-12, the Transportation Planning Rule) adopted by the Land Conservation and Development Commission pursuant to ORS 197.240 or as revised pursuant to ORS 197.245.

(i) The applicant shall certify the proposed land use designations, densities or design standards are consistent with the function, capacity and performance standards for roads identified in the county transportation system plan.

(A) The applicant shall cite the identified comprehensive plan function, capacity and performance standard of the road used for direct access and provide findings that the proposed amendment will be consistent with the county transportation system plan.

(B) The jurisdiction providing direct access (county or ODOT) may require the applicant to submit a traffic impact analysis or traffic assessment letter consistent with the requirements of Section 7.1.7 of the Crook County transportation system plan to support the findings used to address this subsection (1)(a).

(b) That the amendment provides a reasonable opportunity to satisfy a local need for a different land use. A demonstration of need for the change may be based upon special studies or other factual information.

(c) That the particular property in question is suited to the proposed land use, and if an exception is involved, that the property in question is best suited for the use as compared to other available properties.

(d) If it appears that it is not possible to apply an appropriate goal to specific properties or situations, then the application shall set forth the proposed exception to such goal when:

(i) The land subject to the exception is physically developed to the extent that it is no longer available for uses allowed by the applicable goal;

(ii) The land subject to the exception is irrevocably committed as described by the Land Conservation and Development Commission rule to uses not allowed by the applicable goal because existing adjacent uses and other relevant factors make uses allowed by the applicable goal impracticable; or

(iii) The following standards are met:

- (A) ) Reasons justifying why the state policy embodied in the applicable goals should not apply;
- (B) Areas which do not require a new exception cannot reasonably accommodate the use;
- (C) The long-term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site; and
- (D) The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts. (“Compatible,” as used in this subsection, is not intended as an absolute term meaning no interference or adverse impacts of any type with adjacent uses.)

(2) Zone Map Change.

- (a) That the zone change conforms with the Crook County comprehensive plan, and the change is consistent with the plan’s statement and goals.
- (b) That the change in classification for the subject property is consistent with the purpose and intent of the proposed amendment.
- (c) That the amendment will presently serve the public health, safety and welfare considering the following factors:
  - (i) The availability and efficiency of providing necessary public services and facilities.
  - (ii) The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Crook County comprehensive plan.
- (c) That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question. (Ord. 236 § 6 (Exh. F), 2010)

**18.170.020 Notice.**

- (1) Notice of the hearing to enact any quasi-judicial matter will be given pursuant to the provisions of CCC 18.172.070.
- (2) When applicable notice to DLCD shall be provided as required by ORS 197.610 and 197.615.
- (3) When applicable notice to affected property owners shall be provided as required by ORS 215.503. (Ord. 323 § 5 (Att. A), 2021; Ord. 236 § 6 (Exh. F), 2010)

**18.170.025 Authorization to approve or deny proposed amendments.**

Proposed quasi-judicial amendments requested pursuant to this Chapter will be reviewed in accordance with CCC 18.172.



**18.170.030 Limitations on reapplications.**

No application of a property owner for an amendment to the text of the comprehensive plan, the development zoning ordinance or of this title or its zoning map shall be considered by the ~~p~~Planning ~~e~~Commission within the six-month period immediately following a previous denial on the same application. If, in the opinion of the ~~p~~Planning ~~e~~Commission, new evidence or a change of circumstances warrants it, however, the ~~p~~Planning ~~e~~Commission may permit a new application. (Ord. 236 § 6 (Exh. F), 2010)

**18.170.040 Record of amendments.**

The County Clerk shall maintain a recorded copy of all amendments to the comprehensive plan and land use regulation text and maps. (Ord. 236 § 6 (Exh. F), 2010)

## Exhibit I

### CCC 18.172 Administration Provisions

#### Title 18 Zoning

##### 18.172.005 Definitions.

For the purpose of this chapter, unless the context requires otherwise, the following words and phrases mean:

- (1) Acceptance. Received and considered by the director to contain sufficient information and materials to begin processing in accordance with the procedures of this chapter.
- (2) Appearance. Submission of testimony or evidence in the proceeding, either oral or written. A person's name appearing on a petition filed as a general statement of support or opposition to an application without additional substantive content ~~and that typically contains the names of a number of other persons,~~ does not constitute an appearance. A petition or letter containing substantive content directed at the applicable approval criteria and that explains why the signers support or oppose an application shall be considered an appearance for each signer of the petition.
- (3) Appellant. A person who submits to the Department a timely appeal of a decision issued by the County.
- (4) Applicant. A person who applies to the Department for a decision under this chapter. An applicant must be an owner of the property, or someone authorized in writing by the property owner to make application.
- (5) Approval Authority. A person or a group of persons, given authority by Crook County Code to review and make decisions upon certain applications in accordance with the procedures of this chapter. The approval authority may either be the director, the Planning Commission, hearings officer, or Crook County court as specified for application types by this chapter or otherwise specified in this chapter.
- (6) Argument. The assertions and analysis regarding the satisfaction or violation of legal standards or policy believed relevant by a party to a decision. Argument does not include facts.
- (7) De Novo. A hearing by the Approval Authority as if the action had not previously been heard and as if no decision had been rendered, except that all testimony, evidence and other material from the record of the previous ~~consideration~~ proceeding will be considered a part of the review on the record.
- (8) Department. The Crook County Community Development Department.
- (9) Director. The Crook County Community Development Director or the Director's designated representative.
- (10) End of Business. The end of the business day is 4:00 p.m. Pacific Time.
- (11) Evidence. The facts, documents, data, or other information offered to demonstrate compliance or noncompliance with the standards believed by the proponent to be relevant to the decision.
- (12) Hearing Authority. The County Ccourt, Planning Commission, or a hearings officer appointed by the County

Court under CCC 18.172.010(2).

(13) Land Use Decision. A final decision or determination made by a Crook County approval authority that concerns the adoption, amendment, or application of the statewide planning goals, a comprehensive plan provision, a land use regulation, or a new land use regulation where the decision requires the interpretation or exercise of policy or legal judgment.

(14) Land Use Regulation. Any Crook County zoning ordinance, land division ordinance adopted under ORS 92.044 to 92.046, or similar general ordinance establishing standards for implementing the Crook County comprehensive plan.

(15) Legislative. An action or decision involving the creation, adoption, or amendment of a law, rule, or a map when a large amount of properties are involved, as opposed to the application of an existing law or rule to a particular use or property.

~~(16) Ministerial. An action or decision based on clear and objective standards and criteria where no discretion by the Approval Authority is required.~~

(16) Owner. A person on the title to real property as shown on the latest assessment records in the office of the Crook County tax assessor. Owner also includes a person whose name does not appear in the latest tax assessment records, but who presents to the county a recorded copy of a deed or contract of sale signed by the owner of record as shown in the Crook County tax assessor's records.

(17) Party. With respect to actions under this chapter, the following persons or entities are defined as parties:

(a) The applicant;

(b) Any owner of the subject property that is the subject of the decision under consideration in accordance with this chapter; and

(c) A person who makes an appearance before the Approval Authority or Hearing Authority.

(18) Permit. A discretionary approval of a proposed development of land under ORS 215 or county legislation or regulation adopted in accordance with ORS 215.

(19) Planning Commission. The Planning Commission of Crook County, Oregon.

(20) Quasi-Judicial. A land use action or decision that requires discretion or judgment in applying the standards or criteria of this code to an application for approval of a development or land use proposal. (Ord. 317 § 6, 2020)

#### **18.172.010 Quasi-judicial hearing authority.**

(1) The County Court hereby designates that the Hearing Authority to conduct hearings in a quasi-judicial capacity in order to make land use decisions is the Planning Commission.

(2) Whenever the County Court determines it necessary, the court may appoint a hearings officer to have the

same authority and powers as the Planning Commission.

(3) The County Court may appoint agents to issue ~~zoning~~ permits and to otherwise assist the Director in the processing of applications.

(4) “Quasi-judicial” zone changes or plan amendments generally refer to a plan amendment or zone change directly affecting individual property owners and involve the application of existing policy to a specific factual setting. (The distinction between legislative and quasi-judicial actions must ultimately be made on a case-by-case basis with reference to case law on the subject.) (Ord. 317 § 6, 2020; Ord. 18 § 9.010, 2003)

#### **18.172.015 Authority to make land use decisions.**

(1) Except for comprehensive plan amendments and zone changes, and other instances where a public hearing is required by state law or by other ordinance provision, the Director may make any land use decision by issuing an administrative determination either with prior notice or without prior notice, in accordance with ORS 215.416(11) and CCC 18.172.060(1). The Director may refer any application for a land use decision to the Planning Commission for a hearing.

(2) The Planning Commission shall annually establish a list of the types of land use applications the Planning Commission will review in a public hearing. The list shall be approved by the last meeting in January. The Director shall, to the extent practicable, follow the decision of the Planning Commission. The Director's choice between making an administrative decision or submitting an application to the Planning Commission for a public hearing shall not be an appealable decision. (Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010)

#### **18.172.20 Application.**

(1) The applicant shall ~~make~~ submit an application to the Director on forms provided by the County.

(2) An application is not considered accepted until all applicable fee(s) are paid to the county and all required materials of that application are submitted.

(3) Acceptance of the application indicates only that the application is ready for processing and review. It does not represent the application has been deemed complete. Acceptance of an application shall not preclude a determination at a later date that additional criteria need to be addressed and/or that the application is incomplete.

~~An application is deemed to be complete when in the judgment of the director all application issues have been adequately addressed in the application and all applicable fees have been paid to the county.~~

~~If an application is incomplete, the director shall, within 30 days of receipt of the application, notify the applicant in writing of exactly what information is missing. The applicant may amend the original application or submit a new application supplying the missing information.~~

The applicant shall have 180 days from the date of notice from the director to supply the missing information.

(4) An application is deemed to be complete when in the judgment of the Director, all applicable approval criteria have been adequately addressed in the application, supplemental materials provided by the applicant, and all applicable fees have been paid to the County.

~~(5) If the applicant submits the missing information within the 180-day period specified in subsection (4) of this section, the application shall be deemed complete upon receipt of the missing information.~~

(5) If an application is incomplete, the Director shall, within 30 days of accepting the application, notify the applicant in writing of what information is missing. The application will be deemed complete upon receipt of:

- (a) All of the information.
- (b) Some of the missing information and written notice from the applicant that no other information will be provided; or
- (c) Written notice from the applicant that none of the missing information will be provided.

~~(5)~~(6) If the applicant submits the missing information within the 180-day period specified in subsection (5) of this section, the application shall be deemed complete upon receipt of the missing information.

~~(6)~~(7) For lands located within the urban growth boundary and for applications for mineral aggregate extraction, the Approval Authority shall act upon a completed application within 120 calendar days of the filing of a completed application. For all other permit applications, the Approval Authority shall act upon a completed application within 150 calendar days of filing of a completed application. Such time limitations can be extended with the consent of the applicant. (Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010; Ord. 231 § 1 (Exh. A), 2010; Ord. 216 § 2, 2009; Ord. 18 § 9.020, 2003)

#### **18.172.025 Consolidated review of applications.**

When an applicant applies for more than one type of land use or development permit for the same one or more contiguous parcels of land, the proceedings shall be consolidated for review and decision. When proceedings are consolidated, required notices may be consolidated, provided the notice shall identify each application to be decided. When more than one application is reviewed in a hearing, separate findings and decisions shall be made on each application. (Ord. 317 § 6, 2020; Ord. 303 § 1 (Exh. C), 2017)

#### **18.172.030 ~~Health department~~ Sanitarian approval.**

No ~~zoning~~ permit shall be issued for any use or structure which will have an individual sanitary subsurface disposal system until written approval is obtained by the applicant for said system from the County Sanitarian ~~ation department~~. (Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010; Ord. 18 § 9.030, 2003)

#### **18.172.040 Form of petitions, applications and appeals.**

Petitions, applications and appeals provided for in this title shall be made on forms prescribed by the County. Applications shall be accompanied by plans and specifications, drawn to scale, showing actual shape and



dimensions of the lot to be built upon; the sizes and locations on the lot of all existing and proposed structures; the intended use of each structure; the number of families, if any, to be accommodated thereon; the relationship of the property to the surrounding area; and such other information as is needed to determine conformance with this title. (Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010; Ord. 18 § 9.040, 2003)

#### **18.172.050 Filing fees.**

All fees described in this section shall hereafter be set annually as determined by the County Court.

(1) All fees for permits, variances, zone map amendments, comprehensive plan amendments, zone text amendments, appeals, and any other necessary review or permits pursuant to this title shall be set annually as determined by the County Court.

(2) Acceptance and filing Filing of an application is not considered complete until all applicable fee(s) are paid to the county.

(3) Refunds.

(a) If the applicant withdraws a land use application prior to the mailing of the notice on the matter, the applicant may apply to the ~~planning~~ Director for a refund of a fee paid for that action.

(b) If the applicant withdraws a land use application before the seventh working day prior to the commencement of the first hearing on the matter or prior to the action of the Director, the applicant may apply to the ~~planning~~ Director for a partial refund of a fee paid for that action.

(c) No refunds or partial refunds shall be granted by the Director if the applicant withdraws a land use application on or after the seventh working day prior to the commencement of the first public hearing on the matter or after action of the Director.

(d) The Director shall within five working days of receiving an application for a refund or a partial refund make a determination whether to grant the refund or partial refund. If the Director makes a determination to grant a refund or a partial refund, the director shall make the appropriate refund or partial refund of that fee to the applicant within 30 days.

(e) The applicant may file with the County Court an appeal of a determination by the Director to deny a refund or a partial refund of a land use application fee. The County Court may grant a refund or a partial refund of a land use application fee upon good cause shown by the applicant.

(f) For purposes of this subsection, "partial refund" shall mean the filing fee less notice and reasonable staff costs.

(4) Fees charged for processing permits shall be no more than the actual or average cost of providing that service. (Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010; Ord. 155 § 1, 2005; Ord. 18 § 9.050, 2003)

### 18.172.060 Director Decisions and Extensions.

#### (1) Administrative Decisions.

- (a) Subject to ORS 215.416(11), the Director shall have the authority to make an administrative determination on a land use application as set forth in specific zones in this title.
- (b) After receiving a complete application for an administrative determination, the Director shall make a determination and, if approved, issue a permit to the applicant in accordance with the requirements of ORS 215.427.
- (c) The Director shall cause a written notice of administrative determination and of the appeal procedure to be given to the applicant and to those persons who would have had a right to notice under this title if a hearing had been scheduled or who are adversely affected or aggrieved by the administrative determination. Such notice shall be given in accordance with the requirements of ORS 215.416(11).

#### (2) Approval Period and Extensions.

- (a) A request for an extension to a land use approval shall be handled administratively by the Director without public notice or hearing, and is not subject to appeal as a land use decision.
- (b) A land use approval is void two years after the date the discretionary decision becomes final if the use approved in the permit is not initiated within that time period, except as provided in 18.172.060(2)(c) below or as otherwise provided under applicable ordinance provisions.
- (c) The approval period for conditional use permits issued under CCC 18.160 and the following dwellings in the Exclusive Farm Use zones (CCC 18.16, EFU and CCC 18.112, EFU-JA) and Forest Use Zone (CCC 18.28, F-1) is four (4) years:
  - i. Nonfarm dwelling
  - ii. Lot of Record Dwelling
  - iii. Large Tract Dwelling
  - iv. Template Dwelling
  - v. Alteration, restoration or replacement of a lawfully established dwelling in the Forest Use Zone.
  - vi. Caretaker residences for public parks and public fish hatcheries.
- (d) Except for the dwellings listed in 18.172.060(2)(c), the Director shall grant up to four extensions to a land use approval regardless of whether the applicable criteria have changed (except where state law precludes), if:
  - (i) An applicant makes a written request for an extension of the development approval period; and

(ii) The request, along with the appropriate fee, is submitted to the county prior to the expiration of the approval period.

(e) Notwithstanding CCC 18.160.070, the Director shall grant one 2-year extension for a dwelling permit described in CCC.172.060(2)(c) above if the applicant submits the information required by CCC 18.172.060(2)(d)(i) and (ii) above. The Director may grant up to five additional 1-year extensions for a dwelling permit described in CCC 18.172.060(2)(c) above if:

(i) The applicant makes a written request for the additional extension prior to the expiration of an extension.

(ii) The applicable residential development statute has not been amended following approval of the permit.

(iii) An applicable rule or land use regulation has not been amended following the issuance of the permit, unless allowed by the county, which may require that the applicant comply with the amended rule or land use regulation.

(f) For all temporary uses granted under Title 18, the Director shall grant one 6-month extension.

(g) Approval of a modification to a land use approval pursuant to CCC 18.172.100 shall be treated as a new final decision for purposes of calculating the expiry provisions of subsection (2)(b) and (d) of this section and CCC 18.172.100(2). (Ord. 323 § 6 (Att. A), 2021; Ord. 321 § 4, 2020; Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010; Ord. 216 § 2, 2009; Ord. 18 § 9.060, 2003)

#### **18.172.070 Notice of public hearing.**

(1) A hearing shall be held only after notice to the applicant and any other person required by law to be given notice.

(2) Notice of the hearing to approve any quasi-judicial land use matter shall be provided:

(a) to the applicant, and;

(b) to the owners of record of property on the most recent tax assessment roll in accordance with ORS 197.763(2)-of property located;

(i) Within 100 feet of the property which is the subject of the notice where the subject property is wholly or in part within an urban growth boundary;

(ii) Within 250 feet of the property which is the subject of the notice where the subject property is outside an urban growth boundary and not within a farm or forest zone; or

(iii) Within 750 feet of the property which is the subject of the notice where the subject property is within a farm or forest zone.

(3) Notice shall also be given to the following persons or agencies:

- (a) Any person, agency, or organization that may be designated by this title;
- (b) Any other person, agency, or organization that may be designated by the County Court or its agencies;
- (c) An owner of a “public use airport” ~~an airport, as defined by the Department of Transportation as a “public use airport” in accordance with applicable state law~~ state law;
- (d) ~~(On a zone change application.) A tenant of a mobile home or manufactured dwelling park as defined by state law in accordance with applicable state law;~~ The tenants of a mobile home or manufactured dwelling park when the application is for rezoning all or part of such park.
- (e) Transportation agencies whose facilities are impacted by the proposed action or jurisdictions affected by the transportation impacts of future development resulting from the proposal.

(4) Notice of any quasi-judicial matter shall be mailed ~~in accordance with the requirements of ORS 197.763(3)(f)~~ at least:

- (a) Twenty calendar days before the evidentiary hearing; or
- (b) If two or more hearings are allowed, 10 calendar days before the first evidentiary hearing.

(5) The notice shall ~~contain at least the following information:~~

- (a) ~~An explanation of~~ Explain the nature of the application and the proposed use or uses which could be authorized;
- (b) ~~A listing of~~ List the applicable criteria from this title and the comprehensive plan that apply to the application at issue;
- (c) ~~A statement setting~~ Set forth the street address or other easily understood geographical reference to the subject property;
- (d) ~~The~~ State the date, time and location of the hearing;
- (e) ~~A statement~~ State that the failure of an issue to be raised to raise an issue in a hearing, in person or by letter, or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue;

(f) Include the name of a local government representative, the Director or assigned representative to contact and the telephone number where additional information may be obtained; ~~The telephone number of the director and that the director is the person to contact for additional information;~~

(g) ~~A statement~~ State that a copy of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and will be provided at reasonable cost;

(h) ~~A statement~~ State that a copy of the staff report will be available for inspection at no cost at least seven calendar days prior to the hearing and will be provided at reasonable cost; and

(i) ~~A~~ Include a general explanation of the requirements for submission of testimony and the procedures for conduct of hearings.

(6) The failure of a property owner, airport owner or tenant of a mobile home or manufactured dwelling park to receive notice shall not invalidate such proceedings if the Director, commission or court can demonstrate by affidavit that such notice was given.

(7) For the purpose of personal notification, the records of the county assessor's office shall be used.

(8) These notice requirements by mail shall not restrict the giving of notice by other means, including posting, newspaper publication, radio, television, electronic mail or the county website.

(9) Notice may be posted in a conspicuous manner in any of the following three locations:

(a) Crook County Courthouse;

(b) City of Prineville City Hall; and

(c) The United States Post Office located in Prineville, Oregon. (Ord. 317 § 6, 2020; Ord. 303 § 1 (Exh. C), 2017; Ord. 236 § 5 (Exh. E), 2010; Ord. 18 § 9.070, 2003)

#### **18.172.80 Members of the Planning Commission.**

(1) Members of the Planning Commission.

(a) The Planning Commission shall consist of seven members appointed by the County Court for four-year terms, or until their respective successors are appointed and qualified.

(b) Any vacancy on the Planning Commission shall be appointed by the County Court for the unexpired term.

(c) Members of the Planning Commission shall serve without compensation. However, the Director may authorize mileage reimbursement at the standard county rate for Planning Commission members who must travel from outlying areas of the county to attend Planning Commission meetings.



(d) Members of the Planning Commission shall, ~~as much as possible,~~ be residents of the various geographic areas of the county. The various geographic areas are depicted in the map of citizen planning areas in the Crook County comprehensive plan. The County Court may deviate from these areas to the extent practicable needed to obtain a full seven-member Planning Commission from the applicant pool available. An objection to an applicant by the majority of the County Court may be the basis for deviating from the geographic areas in the citizen planning areas.

(e) No more than two members shall be engaged principally in buying, selling or developing real estate for profit as individuals or be members of any partnership, or officers or employees of any corporation, that is engaged principally in buying, selling or developing real estate for profit.

(f) No more than two voting members shall be engaged in the same kind of business, trade or profession.

(g) A member may have his or her term of appointment terminated by the County Court if a change in occupation results in more than two members being engaged in the same kind of business, trade or profession.

(h) A member's term of appointment ~~may~~ shall be terminated by the County Court, after a determination that the member has unexcused absences from 20 percent or more of the scheduled commission meetings or if they exhibit personal or business conduct which raises questions concerning their bias or objectivity in fulfilling the duties of a commissioner.

(i) During the temporary absence or disability of a member of the Planning Commission, the chair shall select a commissioner pro tem to serve during the absence or disability of the absent member. At the chair's request, a commissioner pro tem shall be selected from a list of one or more commissioners pro tem and be appointed by the County Court.

(2) Chairperson and Vice-Chairperson. The Planning Commission shall elect a chairperson and a vice-chairperson. The election shall be held annually at the first regularly scheduled meeting in January of each year, or at a later regularly scheduled meeting if necessary.

(3) The Department shall keep an accurate record of all commission proceedings.

(4) Procedures.

(a) The Planning Commission shall meet at least once a month, at such time and places as may be fixed by the Planning Commission or the ~~planning department~~ Department.

(b) A member of the Planning Commission shall not participate in any proceeding or action in which any of the following has a direct or substantial financial interest: the member or his or her spouse, sibling, child, parent, parent-in-law, partner, or any business in which he or she has a financial interest, or by which he or she is employed or has been employed within the previous two years, or any business with which he or she is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the meeting of the commission where the action is being taken.

(c) A quorum of the Planning Commission shall be a majority of the Planning Commission members. A majority of the quorum voting in favor of a motion shall be sufficient to adopt that motion.

(5) Recommendation to County Court. All recommendations and suggestions made to the County Court by the Planning Commission shall be in writing.

(6) Advisory Committees.

(a) The Planning Commission will serve as the county's citizen involvement committee for land use issues. For the purpose of obtaining citizen participation in, and to assist in coordinating, land use planning for all lands situated within the county, the Planning Commission may establish advisory committees on land use planning for each geographic area considered to be a reasonable land use planning unit. Each such committee shall be composed of residents of the area concerned.

(b) The Planning Commission may also establish advisory committees on specific planning issues such as economics, housing, transportation, solid waste, natural resource management, open space, and recreation.

(c) The Planning Commission shall consult with each advisory committee established under subsections (6)(a) and (b) of this section in the preparation, adoption, revision, and implementation of a comprehensive plan and other plans for the county. The commission shall furnish each such committee with technical and other assistance.

(7) Finances. The Planning Commission may employ consultants to advise on county problems, and pay for their services, and for such other expenses as the commission may lawfully incur, including the necessary disbursements incurred by its members in the performances of their duties as members of the commission, out of funds at the disposal of the commission as authorized by the County Court.

(8) Powers. The Planning Commission shall have all of the powers which are now or hereafter granted to it by the ordinances of this county or by the general laws of the state of Oregon. The commission shall make recommendations regarding subdivisions of land and land use to the County Court, to public officials, and to individuals, and may make recommendations regarding location of thoroughfares, public buildings, parks, and other public facilities, and regarding any other matter related to the planning and development of the county. The commission may make studies, hold hearings, and prepare reports and recommendations on its own initiative or at the request of the County Court.

(9) Expenditures. The Planning Commission shall have no authority to make expenditures on behalf of the county, or to obligate the county for the payment of any sums of money, except as herein provided, and then only after the County Court shall have first authorized such expenditures by appropriate resolution, which resolution shall provide administrative method by which such funds shall be drawn and expended. (Ord. 321 § 4, 2020; Ord. 317 § 6, 2020; Ord. 298 § 1 (Exh. A), 2016; Ord. 266 § 2, 2013; Ord. 236 § 5 (Exh. E), 2010; Ord. 212 § 2, 2009; Ord. 18 § 9.080, 2003)

### 18.172.81 Public hearings and order of proceedings.

(1) Staff Report. At least seven days prior to a public hearing, the Director will provide a staff report to the Hearing Authority and parties to the application, and make it available to the public upon request. If the report is not provided by such time, the hearing will be held as scheduled, but any party may at the hearing or in writing prior to the hearing request a continuance of the hearing to a date certain that is at least seven days after the date the staff report is provided. The granting of a continuance under these circumstances will be at the discretion of the Hearing Authority.

(2) Personal Conduct.

- (a) No person may be disorderly, abusive, or disruptive of the orderly conduct of the hearing.
- (b) No person may testify without first receiving recognition from the Hearing Authority and stating their full name and address.
- (c) No person may present irrelevant, immaterial, or unduly repetitious testimony or evidence.
- (d) Audience demonstrations such as applause, cheering, and display of signs, or other conduct disruptive of the hearing are not permitted. Any such conduct may be cause for immediate suspension of the hearing or removal of the offender from the hearing.

(3) Limitations on Oral Presentations. The Hearing Authority may set reasonable time limits on oral testimony.

(4) Appearing. Any interested person may appear either orally before the close of a public hearing or in writing before the close of the written record, except that for an on-the-record hearing, persons who may appear are limited to those described at CCC 18.172.110(6). Any person who has appeared in the manner prescribed in CCC 18.172.110(6) will be considered a party to the proceeding.

(5) Disclosure of Ex Parte Contacts.

- (a) Any member of a Hearing Authority for a quasi-judicial application must reasonably attempt to avoid ex parte contact. As used in this section, ex parte contact is communication directly or indirectly with any party or their representative outside of the hearing in connection with any issue involved in a pending hearing except upon notice and opportunity for all parties to participate. Should a Hearing Authority member engage in ex parte contact, that member must:
  - (i) Publicly announce for the record at the hearing the substance, circumstances, and parties to such communication;
  - (ii) Announce that other parties are entitled to rebut the substance of the ex parte communication during the hearing; and
  - (iii) State whether they are capable of rendering a fair and impartial decision.

(b) If the Hearing Authority or member thereof is unable to render a fair and impartial decision, or

recommendation in the case of the Planning Commission, they must recuse themselves from the proceedings.

(c) Communication between the Director and the Hearing Authority or a member thereof is not considered an ex parte contact.

(6) Disclosure of Personal Knowledge. If any member of a Hearing Authority uses personal knowledge acquired outside of the hearing process in rendering a decision, they must state the substance of the knowledge on the record.

(7) Site Visit. For the purposes of this section, a site visit by any member of a Hearing Authority will be deemed to be personal knowledge. If a site visit has been conducted, the Hearing Authority member must disclose their observations gained from the site visit.

(8) Challenge for Bias, Prejudgment, or Personal Interest. Prior to or at the commencement of a hearing, any party may challenge the qualification of any member of the Hearing Authority for bias, prejudice, or personal interest. The challenge must be made on the record and be documented with specific reasons supported by facts. Should qualifications be challenged, that member must either recuse themselves from the proceedings or make a statement on the record that they can make a fair and impartial decision and will hear and rule on the matter.

(9) Potential Conflicts of Interest. No member of the Hearing Authority may participate in a hearing or a decision upon an application when the effect of the decision would be to the private pecuniary benefit or detriment of the member or the member's relative or any business in which the member or a relative of the member is associated unless the pecuniary benefit arises out of:

(a) An interest or membership in a particular business, industry occupation or other class required by law as a prerequisite to the holding by the member of the office or position;

(b) The decision, or recommendation in the case of the Planning Commission, would affect to the same degree a class consisting of an industry, occupation or other group in which the member or the member's relative or business with which the member or the member's relative is associated, is a member or is engaged; or

(c) The decision, or recommendation in the case of the Planning Commission, would affect to the same degree a class consisting of an industry, occupation or other group in which the member or the member's relative or business with which the member or the member's relative is associated, is a member or is engaged.

(10) Qualification of a Member Absent at a Prior Hearing. If a member of the Hearing Authority was absent from a prior public hearing on the same matter which is under consideration, that member will be qualified to vote on the matter if the member has reviewed the record of the matter in its entirety and announces prior to participation that this has been done. If the member does not review the record in its entirety, that member must not vote and must abstain from the proceedings.

(11) Hearing Authority's Jurisdiction. In the conduct of a public hearing, the Hearing Authority will have the jurisdiction to:

- (a) Regulate the course, sequence and decorum of the hearing.
- (b) Decide procedural requirements or similar matters consistent with this chapter.
- (c) Rule on offers of proof and relevancy of evidence and testimony and exclude repetitious, immaterial, or cumulative evidence.
- (d) Impose reasonable limitations on the number of witnesses heard and set reasonable time limits for oral presentation and rebuttal testimony.
- (e) Take such other action appropriate for conduct of the hearing.
- (f) Grant, deny, or, in appropriate cases, attach such conditions to the matter being heard to the extent allowed by applicable law and that may be necessary to comply with the applicable approval criteria or, in appropriate cases, formulate a recommendation for the court.
- (g) Continue the hearing to a date certain as provided at subsection (16) of this section.
- (h) Allow the applicant to withdraw and cancel the application. Subsequent to the cancellation of the application, if the applicant wishes to proceed with the same or different proposal requiring a land use application, a new application may be submitted and the new application must be processed in compliance with all the provisions of this chapter.

(12) Hearing Procedures. At the commencement of a hearing, the Hearing Authority must state to those in attendance all of the following information and instructions:

- (a) Date of the hearing;
- (b) Department file number;
- (c) Nature, purpose, and type of the hearing;
- (d) When applicable, the parties that may participate in the hearing and/or issues to which the hearing is limited;
- (e) Identification of the address and assessor's map and tax lot number of, or other easily understood geographical reference to, the subject property, if applicable;
- (f) Order of the proceedings, including reasonable time limits on oral presentations by parties;
- (g) For a quasi-judicial application, a statement disclosing any pre-hearing ex parte contacts;
- (h) A statement disclosing any personal knowledge, bias, prejudgment, or personal interest on the part of the Hearing Authority;



(i) Call for any challenges to the Hearing Authority's qualifications to hear the matter. Any such challenges must be stated at the commencement of the hearing, and the Hearing Authority must decide whether they can proceed with the hearing as provided in subsection (9) of this section;

(j) List of the applicable approval standards and criteria for the application;

(k) Statement that testimony, arguments, and evidence must be directed toward applicable approval standards and criteria, or other standards and criteria in the Crook County land use regulations or comprehensive plan that the person testifying believes to apply to the decision;

(l) Statement that failure to raise an issue accompanied by statements or evidence with sufficient detail to give the Hearing Authority and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals on that issue;

(m) Statement that the failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow the Hearing Authority to respond to the issue precludes an action for damages in circuit court;

(n) Statement that prior to the conclusion of the initial evidentiary hearing, any participant may request an opportunity to present additional evidence, arguments, or testimony regarding the application. The Hearing Authority must grant the request by either continuing the public hearing or leaving the record open for additional written evidence, arguments, or testimony in accordance with subsection (16) of this section; and

(o) Statement that the decision of the approval authority may be appealed in accordance with CCC 18.172.110.

(13) Order of Proceeding. In the conduct of a public hearing other than an on-the-record hearing, the following order of procedure will generally be followed. However, the Hearing Authority may modify the order of proceeding.

(a) The Director will present the staff report;

(b) Allow agency comments;

(c) The applicant will be heard first;

(d) Allow persons in favor of the proposal to be heard;

(e) Allow persons neutral to the proposal to be heard;

(f) Allow persons opposed to the proposal to be heard;

(g) Allow applicant opportunity to respond or address any presented material;

(h) Allow the Director to present any further comments or information in response to the testimony and evidence;

- (i) Allow applicant to waive or maintain their seven-day final argument;
- (j) Conclude or continue the public hearing;
- (k) Present motion for deliberations or set time and date certain.

(14) Questions. The Hearing Authority at any point during the hearing may ask questions of the Director or parties.

Questions by parties, interested persons, or the Director may be allowed by the Hearing Authority at their discretion.

Questions must be directed to the Hearing Authority; questions posed directly to the Director or any party are not allowed.

The Hearing Authority may allow questions to be answered by the Director or a party if a question pertains to them. They will be given a reasonable amount of time to respond solely to the question.

(15) Presenting and Receiving Evidence. No oral testimony will be accepted after the close of the hearing. Written testimony may be received after the close of the hearing only in accordance with subsections (167) through and (189) of this section.

(16) Continuances and Leaving the Record Open.

(a) Grounds.

(i) Prior to the date set for an initial hearing, an applicant shall receive a continuance upon any request. If a continuance request is made after the published or mailed notice has been provided by the County, the Hearing Authority shall take evidence at that scheduled hearing date from any party wishing to testify at that time after notifying those present of the continuance.

(ii) Any party is entitled to a continuance of the initial evidentiary hearing or to have the record left open in such a proceeding in the following instances:

(A) Where additional documents or evidence are submitted by any party; or

(B) Upon a party's request made prior to the close of the hearing for time to present additional evidence or testimony.

For the purposes of subsection (16)(a)(ii)(A) of this section, "additional documents or evidence" shall mean documents or evidence containing new facts or analysis that are submitted after notice of the hearing.

(iii) The grant of a continuance or record extension in any other circumstance shall be at the discretion of the Hearing Authority ~~body~~.

(b) Except for continuance requests made under subsection (16)(a)(i) of this section, the choice between granting a continuance or leaving the record open shall be at the discretion of the ~~hearings~~ Hearing body Authority. After a choice has been made between leaving the record open and granting a continuance, the hearing shall be governed thereafter by the provisions that relate to the path chosen.

(c) Continuances.

(i) If the ~~hearings~~ Hearing body Authority grants a continuance of the initial hearing, the hearing shall be continued to a date, time, and place certain at least seven days from the date of the initial hearing.

(ii) An opportunity shall be provided at the continued hearing for persons to rebut new evidence and testimony received at the continued hearing.

(iii) If new written evidence is submitted at the continued initial hearing, any person may request prior to the conclusion of the continued hearing that the record be left open for at least seven days to allow submittal of additional written evidence or testimony. Such additional written evidence or testimony shall be limited to evidence or testimony that rebuts the new written evidence or testimony.

(iv) If the hearing is other than initial hearing, any continuances are at the discretion of the ~~hearings~~ Hearing body Authority.

(d) ) Leaving the Record Open.

(i) If at the conclusion of the initial hearing the ~~hearings~~ body leaves the record open for additional written evidence or testimony, the record shall be left open for at least 14 additional days, allowing at least the first seven days for submittal of new written evidence or testimony and at least seven additional days for response to the evidence received while the record was held open. Written evidence or testimony submitted during the period the record is held open shall be limited to evidence or testimony that rebuts previously submitted evidence or testimony.

(e) A continuance or leaving the record open that is granted under this section shall be subject to the 150-day time limit unless the continuance or extension is requested or otherwise agreed to by the applicant. When the record is left open or a continuance is granted after a request by an applicant, the time period during which the 150-day clock is suspended shall include the time period made available to the applicant and any time period given to parties to respond to the applicant's submittal.

(17) Rescheduling. In the event that a noticed public hearing must be rescheduled due to an emergency situation, the rescheduling of the meeting will constitute sufficient notice of a public hearing provided the following minimum procedures are observed:

(a) Notice is posted on the door of the building in which the hearing is scheduled advising of the cancellation and the date, time, and place for the rescheduled meeting or that new notice will be sent indicating that new date, time, and place.

(b) Reasonable attempts are made prior to the scheduled hearing to announce the cancellation and rescheduling by direct communication to applicants and known interested parties and through available news media to the general public.

(18) Reopening the Record. When the Hearing Authority reopens the record to admit new evidence, arguments, or testimony, the Hearing Authority must allow people who previously participated in the hearing to request the hearing record be reopened, as necessary, to present evidence concerning the newly presented facts. Upon announcement by the Hearing Authority of their intention to take notice of such facts in its deliberations, any person may raise new issues which relate to the new evidence, arguments, testimony, or standards and criteria which apply to the matter at issue.

(19) Conclusion of Hearing.

(a) After the close of the hearing record, the Hearing Authority may either make a decision and state findings which may incorporate findings proposed by any party or the Director, or take the matter under advisement for a decision to be made at a later date.

(b) The Hearing Authority may request proposed findings and conclusions from any party at the hearing. The Hearing Authority, before adopting findings and conclusions, may circulate them in draft form to parties for written comment.

(c) The decision and findings must be completed in writing and signed by the Hearing Authority within ~~10 days~~ 30 days of the closing of the record for the last hearing. A longer period of time may be taken to complete the findings and decision if the applicant provides written consent to an extension to any applicable timelines in which the county must process the application for an amount of time that is equal to the amount of additional time it takes to prepare the findings.

(20) Record of the Hearing. The Hearing Authority will consider only facts and arguments in the hearing record; except that it may consider laws and legal rulings not in the hearing record (e.g., local, state, or federal regulations; previous department decisions; or case law).

(a) The hearing record will include all of the following information:

(i) All oral and written evidence submitted to the Hearing Authority;

(ii) All materials submitted by the Director to the Hearing Authority regarding the application;

(iii) A recording of the hearing;

(iv) The final written decision; and

(v) Copies of all notices given as required by this chapter and correspondence regarding the application that the Director mailed or received.

(b) All exhibits presented will be kept as part of the record and marked to show the identity of the person offering the exhibit. Exhibits will be numbered in the order presented and will be dated.

(21) Decision and Findings Mailing. Upon a written decision adopting findings being signed by the Approval Authority, the Director will mail/email to the applicant and all parties a copy of the decision and findings, or, if the decision and findings exceed five pages, the Director will mail/email notice of the decision. (Ord. 323 § 6 (Att. A), 2021; Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010; Ord. 18 § 9.081, 2003)

#### **18.172.090 Land use decisions.**

(1) Written approval or denial of an application for a use allowed by this title shall be based upon and accompanied by a brief statement that:

- (a) Explains the criteria and standards considered relevant to the decision;
- (b) States the facts relied upon in rendering the decision; and
- (c) Explains the justification for the decision based upon the criteria, standards and facts set forth.

(2) Following the signing of the land use decision made by the Hearing Authority ~~commission~~, the Director shall cause to be issued a written notice of final decision which describes the decision of the Hearing Authority, the date of the final decision and the applicable appeal period.

(3) The date the land use decision becomes final shall be the date the decision is reduced to writing and signed by the ~~commission~~ Hearing Authority or, if the ~~commission~~ Hearing Authority so orders, its designee.

(4) The written notice of final decision shall be issued to:

- (a) All parties to the proceeding;
- (b) All persons who testified at the public hearing and those who submitted written testimony; and
- (c) All persons entitled to receive a notice of disposition by other provisions of this title.

(5) Subject to CCC 18.172.110, a permit shall not be effective or issued by the county until 12 calendar days after the final decision. (Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010; Ord. 18 § 9.090, 2003)

#### **18.172.100 Revocation or modification of permit.**

(1) The Hearing Authority may revoke or modify any permit granted under the provisions of this title on any one or more of the following grounds:

- (a) For fraud, concealment, or misrepresentation or on the basis of wrong information supplied on the application, or given at a public hearing which materially relates to the reasons on which the permit was granted.
- (b) The use for which such permit was granted is not being exercised within the time limit set forth by the commission or this title.

(c) The use for which such permit was granted has ceased to exist or has been suspended for one year or more.

(d) The permit granted is being or recently has been exercised contrary to the terms or conditions of such approval.

(e) The proposed modification will result in a change to the original proposal sought by the permittee or permittee's successor and meets the applicable standards specified in subsection (3) of this section.

(2) Any modified permit granted pursuant to this title shall become null and void if not exercised within the time period specified in such permit, or, if no time period is specified in the modified permit, ~~within two years from the date of approval of said modified permit~~ subject to CCC 18.172.060. Appeals to higher state authorities challenging a modified permit approval shall toll the running of the periods provided in this section.

(3) The ~~commission~~ Hearing Authority shall hold a public hearing on any proposed revocation or modification requested by the ~~commission~~ Hearing Authority or the permittee after giving written notice to the permittee and other affected persons as set forth in this title. The ~~commission~~ Hearing Authority shall hold a public hearing on any proposed revocation or modification after giving written notice to the permittee and other affected persons as set forth in this title. The hearing on the decision, which is subject to revocation or modification, is subject only to either the standards, criteria and conditions that were applicable when the original permit was issued or in effect at the time of the revocation or modification, whichever is less restrictive. The ~~commission~~ Hearing Authority shall render its decision within 45 calendar days after the conclusion of the hearing. (Ord. 323 § 6 (Att. A), 2021; Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010; Ord. 18 § 9.100, 2003)

### **18.172.110 Appeals.**

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

(2) The filing of an appeal in accordance with the provisions of this section initiates the appeal process and stays the order of the decision appealed. The process shall include appropriate public notice, a public hearing, and the preparation of findings by that authority which either affirms, amends, or reverses the decision appealed.

(3) All hearings of appeal from an administrative determination shall be de novo.

(4) All hearings of appeal from a Planning Commission final decision shall be based on the record made before the Planning Commission.

(5) A final decision not to adopt a legislative matter is not appealable.

(6) Appeals may be filed only by the following parties:

(a) The applicant or the authorized agent of the applicant; or



(b) Any person or county official testifying at the public hearing or who provided written comments may appeal a decision.

(7) The appellate body may review a lower determination or decision upon its own motion by issuing a written order to that effect on the lower body within 10 working days of the date the determination or decision becomes final. The appellate body must cause notice to be given to the parties involved within three working days of the appellate body's order to review.

(8) Appellate Body.

(a) The appellate body for appeals from administrative determinations of the Director shall be the Planning Commission.

(b) The appellate body for appeals from final decisions of the Planning Commission shall be the County Ccourt, unless the County Ccourt orders the appeal be sent directly to the Oregon Land Use Board of Appeals as the final decision of the county.

(c) Appeals from decisions of the County Ccourt shall be in conformance with the applicable ORS provisions.

(9) Filing Requirements.

(a) Appeals shall be complete and the appellate body shall have jurisdiction to hear the matter appealed if all the following occur:

(i) The appeal shall be in writing on the form prescribed by the Director and shall contain:

(A) Name and address of the appellant(s);

(B) Reference to the application title and case number, if any.

(ii) A statement of the nature of the decision:

(A) A statement of the specific grounds for the appeal, setting forth the error(s) and the basis of the error(s) sought to be reviewed; and

(B) A statement as to the appellant's standing to appeal as an affected party.

(iii) Proper filing fee in accordance with CCC 18.172.050.

(iv) Written notice of appeal must be filed within 12 calendar days of the decision, no later than the End of Business on the 12<sup>th</sup> day, with the appropriate person.

(A) To the Planning Commission from an administrative determination by the ~~planning department~~ Director;

(B) To the County Ccourt for appeals from final decisions by the Planning Commission.

(10) Notice and Hearing of the Appeal.

(a) If the Director determines that the facts stated in the notice of appeal meet the requirement for a hearing, a time and date shall be set for such hearing to be held not later than 60 calendar days after receipt of the notice of appeal.

(b) If the appeal is dismissed, the reasons will be provided in writing how the application has not met the requirements for an appeal. Upon dismissal, the appealed decision is final.

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

(d) For an appeal of a Planning Commission decision to the County Court, at least 10 calendar days prior to the appeal hearing, the Hearing Authority shall give notice of time, place and the particular nature of the appeal. Notice shall be published in the newspaper and be sent by mail to the appellant(s), to the applicant (if different) and those persons who testified at the subject hearing where a hearing was held and affected parties in accordance with this section.

(e) For an appeal of an administrative decision to the Planning Commission, the notice requirements of CCC 18.172.070 shall apply.

(11) Transcript. The appellant shall provide a copy of the transcript of the relevant portions of the Planning Commission proceedings appealed from to the ~~county planning department~~ Department seven calendar days before the hearing date set by the County Ccourt.

(12) Scope and Standard of Review of Appeal.

(a) On the Record Review. The appeal is not a new hearing; it is a review of the decision below. Subject to the exception in subsection (12)(a)(vi) of this section, the review of the final decision shall be confined to the record of the proceedings below, which shall include, if applicable:

(i) All materials, pleadings, memoranda, stipulations and motions submitted by any party to the proceeding and received by the Planning Commission as evidence.

(ii) All materials submitted by Crook County staff with respect to the application.

(iii) he transcript of the relevant portions of the Planning Commission hearing.

(iv) The written final decision of the Planning Commission and the petition of appeal.

(v) Argument (without introduction of new or additional evidence) by the applicant, appellants or their ~~legal representative~~ agents.

(vi) The appellate body may, at its option, admit additional testimony and other evidence from an interested party or party of record to supplement the record of prior proceedings. The record may be supplemented by order of the appellate body or upon written motion by a party. The written motion shall set forth with particularity the basis for such request and the nature of the evidence sought to be introduced. Prior to supplementing the record, the appellate body shall provide an opportunity for all

parties to be heard on the matter. The appellate body may grant the motion upon a finding that the supplement is necessary to take into consideration the inconvenience of locating the evidence at the time of initial hearing, with such inconvenience not being the result of negligence or dilatory act by the moving party.

(b) Standard of Review on Appeal. The burden of proof in a hearing shall be as allocated by applicable law. The burden shall remain with the applicant to show that relevant criteria were met for an application throughout the local appeal process. For an appeal on the record, an appellant shall have the burden to articulate reasons why the initial decision is in error.

(13) Appellate Decisions. Following hearing the appeal, the appellate body may affirm, overrule, or modify the decision and shall set forth findings showing compliance with applicable standards and criteria. The appellate body may also remand the decision with instructions to the Planning Commission, hearing officer or Director who made the original decision to consider additional facts, issues or criteria not previously addressed.

(14) A decision made on remand is a new decision and may be appealed as described in subsections (1) through (13) of this section. (Ord. 321 § 4, 2020; Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010; Ord. 231 § 1 (Exh. A), 2010; Ord. 18 § 9.110, 2003)

#### **18.172.120 Remand by the County Court.**

When a decision is remanded by the appellate body pursuant to CCC 18.172.110(13), the following procedures shall apply:

- (1) Notice of the hearing shall be provided in accordance with CCC 18.172.110(10)(b).
- (2) Participants at the remand hearing shall be limited to Crook County staff, the applicant and the appellant(s) from the prior appeal. The hearings body may elect, in its discretion, to expand those who may participate in the remand hearing upon its own motion.
- (3) The remand hearing shall be limited solely to the issues identified in the remand order from the appellate body.
- (4) The remand hearing shall be limited to new evidence and testimony regarding the issues in subsection (3) of this section. (Ord. 317 § 6, 2020)

#### **18.172.130 Remand by the Land Use Board of Appeals.**

When a final decision of the County Court or other land use decision is remanded by the Land Use Board of Appeals:

- (1) A remand hearing shall be held when:

(a) Requested by the applicant or appellant in writing, and upon payment of the applicable fee, if any, in accordance with ORS 215.435.

(b) The County Court on its own motion initiates a remand hearing.

(2) Remand Procedures.

(a) Notice of a remand hearing shall be as provided by CCC 18.172.110(10)(b).

(b) The remand hearing shall be limited to staff, the applicant and appellants from the prior LUBA appeal. However, the County Court may expand those who may participate in the remand hearing upon the County Court's own motion.

(c) The remand hearing shall be limited solely to issues remanded in the final decision of the Land Use Board of Appeals unless the County Court expands the issues on remand upon the County Court's own motion.

(d) The remand hearing shall be limited to new evidence and testimony regarding the issues in subsection (2)(c) of this section. (Ord. 317 § 6, 2020; Ord. 236 § 5 (Exh. E), 2010)

## Exhibit J

### Declaratory Ruling

#### Title 18 Zoning

#### **18.174 DECLARATORY RULING**

**18.174.005** Availability of declaratory ruling

**18.174.010** Persons who may apply

**18.174.015** Procedures

**18.174.020** Effect of declaratory ruling

**18.174.025** Interpretation

#### **18.174.005 Availability of Declaratory Ruling.**

(1) Subject to the other provisions of this section, there shall be available for the County's comprehensive plans, the County's Land Division Ordinance (Title 17) and Crook County Zoning Ordinance (Title 18), a process for:

- (a) Interpreting a provision of a comprehensive plan or ordinance (and other documents incorporated by reference) in which there is doubt or a dispute as to its meaning or application;
- (b) Interpreting a provision or limitation in a land use permit issued by the County or quasi-judicial plan amendment or zone change (except those quasi-judicial land use actions involving property that has since been annexed into the City of Prineville) in which there is doubt or a dispute as to its meaning or application;
- (c) Determining whether an approval has been initiated or considering the revocation of a previously issued land use permit, quasi-judicial plan amendment or zone change;
- (d) Determining the validity and scope of a nonconforming use;
- (e) Determining other similar status situations under a comprehensive plan, zoning ordinance or land division ordinance that do not constitute the approval or denial of an application for a permit; and
- (f) Verifying whether a lot or parcel was lawfully established.

Such a determination or interpretation shall be known as a "declaratory ruling" and shall be processed in accordance with this section. In all cases, as part of making a determination or interpretation the Director shall have the authority to declare the rights and obligations of persons affected by the ruling.

(2) A declaratory ruling shall be available only in instances involving a fact-specific controversy and to resolve and determine the particular rights and obligations of particular parties to the controversy. Declaratory proceedings shall not be used to grant an advisory opinion. Declaratory proceedings shall not be used as a substitute for seeking an amendment of general applicability to a legislative enactment.

(3) Declaratory rulings shall not be used as a substitute for an appeal of a decision in a land use action or for a modification of an approval. In the case of a ruling on a land use action a declaratory ruling shall not be available until six months after a decision in the land use action is final.

(4) The Director may refuse to accept an application for a declaratory ruling if:

(a) The Director determines that the question presented can be decided in conjunction with approving or denying a pending land use action application or if in the Director's judgment the requested determination should be made as part of a decision on an application for a quasi-judicial plan amendment or zone change or a land use permit not yet filed; or

(b) The Director determines that there is an enforcement case pending in district or circuit court in which the same issue necessarily will be decided as to the applicant and the applicant failed to file the request for a declaratory ruling within two weeks after being cited or served with a complaint.

The Director determination to not accept or deny an application under this section shall be the County's final decision.

#### **18.174.010 Persons who may apply.**

(1) CCC 18.172.005(4) notwithstanding, the following persons may initiate a declaratory ruling under this section:

(a) The owner of a property requesting a declaratory ruling relating to the use of the owner's property;

(b) In cases where the request is to interpret a previously issued quasi-judicial plan amendment, zone change or land use permit, the holder of the permit; or

(c) In all cases arising under CCC 18.174.010, the Director.

No other person shall be entitled to initiate a declaratory ruling.

(2) A request for a declaratory ruling shall be initiated by filing an application with the planning department and, except for applications initiated by the Director, shall be accompanied by such fees as have been set by the Planning Department. Each application for a declaratory ruling shall include the precise question on which a ruling is sought. The application shall set forth whatever facts are relevant and necessary for making the determination and such other information as may be required by the Planning Department.

#### **18.174.015 Procedures**

Except as set forth in this section or in applicable provisions of a zoning ordinance, the procedures for making declaratory rulings shall be the same as set forth in 18.172.015 for land use actions. Where the Planning Department is the applicant, the Planning Department shall bear the same burden that applicants generally bear in pursuing a land use action.

#### **18.174.020 Effect of declaratory ruling.**

(1) A declaratory ruling shall be conclusive on the subject of the ruling and bind the parties declaratory ruling as to the determination made.

(2) Parties to a declaratory ruling shall not be entitled to reapply for a declaratory ruling on the same question.



**18.174.025 Interpretation**

Interpretations made under 18.174 shall not have the effect of amending the interpreted language in the applicable comprehensive plan or ordinance. Interpretation shall be made only of language that is ambiguous either on its face or in its application. Any interpretation of a provision of the comprehensive plan or other land use ordinance shall consider applicable provisions of the comprehensive plan and the purpose and intent of the ordinance as applied to the particular section in question.