



**CROOK COUNTY COURT MEETING**  
**Crook County Annex | 320 NE Court St. | Prineville OR**  
**WEDNESDAY, March 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 March 1, 2022 and March 8, 2022 Work Session; February 24, 2022 and March 4, 2022 Special Session and March 2, 2022 Regular Meeting
2. Approve Order 2022- 12 Appointment to Budget Committee
3. Approve Grant of Municipal Well Easement to City of Prineville
4. Approve IGA with Klamath County for Shared Epidemiology Services
5. Approve 6<sup>th</sup> Amendment to IGA #169507
6. Approve Agreement w/ Yamhill County for Housing of Juveniles
7. Approve Order 2022-13 Repealing the Policy for Face Coverings
8. Approve Professional Services Contract with Snider Landscaping
9. Approve Order 2022-11 Appointment to Compensation Committee
10. Approve Crook County Needs Assessment Letter

**SCHEDULED APPEARANCES – None Scheduled**

**DISCUSSION**

11. Public Hearing: Order 2022-08 Supplemental Budget FY 21-22 Requester: Jamie Berger
12. Recommendations for Award of Chip Seal Oil Purchasing and Application Contract, RFP No. 2022-01, to Albina Asphalt
13. Recommendation for Award of Child Seal Rock Preparation and Delivery Contract, RFP No. 2022-02, to SMAF Construction, LLC

**EXECUTIVE SESSION – None Scheduled**

*\*The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.*

*\*The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

## **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.

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

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on March 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; Assessor Jon Soliz; Manager Levi Roberts; Weed Master Kev Alexanian; Director Kim Barber; Director Dodge Kerr; Director Will VanVactor; Chief Deputy Appraiser Shaun Christofferson; Account Manager Christina Haron; Budget Analyst Jamie Berger; Russ Deboodt and Bruce Scanlon.

**WORK SESSION**

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

Agenda Item #1, Imagery Purchasing: GIS Manager Levi Roberts appeared before the Court to request their approval to purchase imagery. The imagery purchased could be used by GIS, Community Development, Assessors Office and partners contracted with the County. The imagery will not be available to the public as the views will not be a typical aerial view but rather one from an angle. Mr. Roberts obtained quotes from four companies within the United States that offer this service and recommended Eagle View. Before any decisions are made, County Counsel will look further into this matter.

Agenda Item #2, Vehicle Purchas: Weed Master Kev Alexanian will be selling two of the Weed Department's all-terrain vehicles through the Landfill, as there is no longer a need for them. Mr. Alexanian will take the all-terrain proceeds to help pay for a new all-terrain vehicle. The remainder of funds for the vehicle is within the Weed Department's current fiscal year budget.

**MOTION** to award the purchase to Mid-State Power Sports as presenting the best value to the County. Motion seconded. No further discussion. Motion carried 3-0.

Additional Item: Commissioner Barney followed up on his conversation from last week by requesting the Legal Department draft a drought declaration for March 3<sup>rd</sup>. OID has concluded that this year's drought will be more severe then last year and the reservoirs are currently at record lows.

## EXECUTIVE SESSION

None Scheduled

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 MARCH 8, 2022 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on March 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; Director Kim Barber; Manager Kim Herber; Director Will VanVactor; Assessor Jon Soliz; Manager Randy Davis; Director Dodge Kerr; Generalist Tracy McMasters; Natural Resource Manager Tim Deboodt; Sheriff John Gautney; Matt Smith and Mike Erwin.

**WORK SESSION**

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

Agenda Item #1, Crook County Assessment Alliance: Extension Service Manager Kim Herber asked for the Court's support in forming a Crook County Assessment Alliance group. Ms. Herber submitted a draft letter to potential stakeholders for the Court's signatures. Commissioner Barney requested Ms. Herber send him a list of potential stakeholders and provide the Court an opportunity to view the draft letter with requested revisions before signing the final letter at the next Regular Court Meeting.

Agenda Item #2, Community Development Update: Community Development Director Will VanVactor and Building Official Randy Davis provided the Court with a Community Development update. The Building Department has an open position for an inspector, they are hoping to fill this position soon as there were 322 new building permits issued in January and February of this year. The Planning Department has been reviewing a minimum of one plan per working day.

Agenda Item #3, Finance/HR Position: Human Resources Director Kim Barber requested the Court's permission to combine the payroll position with the benefits administration position. County personnel will benefit from combining these positions and there will be a monetary savings for the County. Finance Director Dodge Kerr is in favor of this change.

**MOTION** to approve the personnel action form. Motion seconded. No further discussion. Motion carried 3-0.

At 9:35 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 correspond with the counter party as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to correspond with the counter party as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:40 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF FEBRUARY 24, 2022 SPECIAL SESSION**

**Be It Remembered** that the Crook County Court met in a scheduled Special Session on February 24, 2022, at 11:00 a.m. in the Clover Building located at 502 SE Lynn Blvd., 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: Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Director Debra Patterson; Director Kim Barber; Veterans' Service Officer Sean Kirk; Manager Casey Daly; Manager Lori Furlong; Budget Analyst Jamie Berger; Director Dodge Kerr; Manager Sydney Chandler; Manager Randy Davis; Manager Levi Roberts; Assessor Jon Soliz; Director Joe Viola; Road Master Bob O'Neal; Shop Superintendent James Staniford; Director April Witteven; Director Will VanVactor; Director Katie Plumb; District Attorney Dan Wendel; Weed Master Kev Alexanian; Sheriff John Gautney; Under Sheriff James Savage; Administration Executive Assistant Stephanie Wilson; Clerk Cheryl Seely and Andy Parks.

**SPECIAL SESSION**

County Court met in a special session to discuss the County's fiscal year 2022 year-end estimated budget and budgeting strategies for fiscal year 2023.

There being no further business before the Court, the meeting was **adjourned at 1:00 p.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF MARCH 4, 2022 SPECIAL SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Special Session on March 4, 2022, at 10:00 a.m. in the Airport Conference room located at 4585 SW Airport Road, 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; Assessor Jon Soliz; Clerk Cheryl Seely; Director Will VanVector; District Attorney Kari Hathorn; Director Joe Viola; Manager Casey Daly; Director Katie Plumb; Director Kim Barber; Manager Sydney Chandler; Manager Jeff Merwin; Director April Witteveen; Sheriff John Gautney; Administrative Assistant Stephanie Wilson; Director Dodge Kerr; Veteran Service Office Sean Kirk; Andy Parks and Mike Erwin.

**SPECIAL SESSION**

County Court met with in a Special Session with individual departments to discuss the County's budget.

**Community Development Director Will VanVector** spoke of staffing issues the building department is having with employing certified inspectors, due in part to lower pay then surrounding counties. Community Development is outgrowing their current office space, once the Justice Center is built there will be more space available in the Courthouse.

**Assessor Jon Soliz** appeared at a prior work session regarding the purchase of imagery, this purchase would allow the Assessors Office to maintain a growing workload with no additional staff. This next fiscal year, the Assessor's Office will be reappraising properties and picking up omitted properties. The Court requested Mr. Soliz present the Court with an outline of his plan.

**Sheriff John Gautney** is having difficulty maintaining staff within patrol and the jail, there are currently two patrol openings at the Sheriff's Office. The Sheriff's Office current needs are new vehicles, ammo, uniforms, training and higher wages.

**District Attorney Kari Hathorn** is hoping to get forfeitures back from Deschutes County in the future to help fund training costs. The District Attorney's Office is currently short one attorney but would like to add another district attorney position in the near future. They DA's Office does have some technology issues, which is creating a challenge, as they are a paperless office.



**Library Director April Witteveen** is having staffing issues and expressed concern that the Libraries current staff may begin to experience burnout. The library is twenty years old and needs the HVAC system updated, along with some cosmetic updates to the outside of the building. It was suggested Ms. Witteveen seek donations from Meta.

**Clerk Cheryl Seely** stated the biggest issue for the Clerk's Office is storage. The Clerk's Office has retention dates that must be met but space is limited. A possible solution would be securing some of the County's cages or storage sheds and transferring records. The Clerk's Office currently has a part-time employee and are hoping to move her to full-time when funds become available.

**Health Department Director Katie Plumb** is experiencing a staffing shortage within preventative programs but has enough staff in the clinic. Ms. Plumb is hoping to build up her staff through cross training and education. Within the next fiscal year, the Health Department will have one staff member working out of the Best Care office and another working out of the school, helping offset over crowding the Health Department is beginning to experience. The Health Department may also utilize the Beaver Street building. Ms. Plumb has meetings set up with Pacific Source in hopes of securing more funding.

**Veteran Service Office Sean Kirk** would like to hire an administrative assistant to help with community outreach and to ensure the Veteran Service Office is open during regular business hours.

**Fairgrounds Manager Casey Daly** has a full-time position open but has not receive any interest. The Fairgrounds has experienced revenue lost due to events being cancelled in response to the pandemic. Mr. Daly discussed several ideas for bringing revenue to the Fairground, including a possible RV park. The Fairgrounds has a need for an additional livestock building, the funding for this building maybe donated and would bring additional revenue.

**Landfill Manager Jeff Merwin** was able to pay for the Landfill's new scale from the past year's revenue. Mr. Merwin was asked to draft a solid waste management plan.

**County Counsel Eric Blaine** informed the Court that Mr. Bischoff, the County's current counsel for labor negotiations will be retiring soon and the County will need to seek new representation. Mr. Blaine stated the issues the County is currently dealing with are staffing retention, mental health funding, PERS liabilities, record retention and enterprise zone payments.

**Human Resources Director Kim Barber** will be transitioning her office to paperless; this will mean scanning in all employee records. Ms. Barber is hoping to implement County wide training programs and mental health programs. Some of the challenges the County has when hiring new staff and retaining current staff have to do with salary, benefits and hybrid work schedules. The biggest issue for Human Resources will be focusing on is their ability to communicate more effectively with County staff.

**IT Manager Sydney Chandler** is focusing on updating the County's ransom wear, this is something that needs constant upkeep. IT is experiencing issues with obtaining new computers but is placing orders as they are able. Ms. Chandler is hoping to create a map of the County's fiber outlay.

**Facilities Director Joe Viola** will be meeting with individual departments to prepare a capital outlay plan. In the future the Facilities Department is hoping to purchase a new pickup and table saw.

**Finance Director Dodge Kerr** will be creating a strategic plan for the Finance Department that will align with the County's strategic plan. Mr. Kerr will be creating desk manual policy and procedures for every position within his department. The Finance Department currently has many software programs in use, Mr. Kerr is hoping to switch to one software program.

There being no further business before the Court, the meeting was **adjourned at 4:00 p.m.**

Respectfully submitted,

**Amy Albert**

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

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on March 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; Manager Casey Daly; Director Will VanVactor; Director Dodge Kerr; Account Manager Christina Haron; Manager Brent Bybee; Sheriff John Gautney; Manager Tim Deboodt; Assessor Jon Soliz; Senior Appraiser Shannon Alleman; Kelly Coffelt; Mike Warren; Nadine McCrindle; Erica Montgomery and Monty Kurtz.

**REGULAR SESSION**

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

**MOTION** to approve the Consent Agenda as presented with these changes. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Additional Item: Judge Crawford read a proclamation stating March 2022 is nation Red Cross month at the request of Nadine McCrindle from the American Red Cross.

Appearances / Item #9: Erika Montgomery from the Stock Growers Association appeared before the Court to request requesting fees be waived for an upcoming ranch roping and stock dog trial. This is an annual fee the County waives; in turn the Stock Growers Association provides scholarships to 4-H children.

**MOTION** to approve waiver for Stock Growers Association fees. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #10: Fairgrounds Manager Casey Daly asked for the Court's approval to hire Griffin Construction to repair the water damage to the indoor arena kitchen. Mr. Daly had sought bid from several construction companies in Central Oregon, but Griffin Construction was the only company that responded to his request.

**MOTION** to approve Griffin Construction to repair the Fairgrounds kitchen for \$15,314. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #11: Community Development Director Will VanVactor brought a plat before the Court for signatures. The land belongs to the County but needs to be validated.

**MOTION** to approve the validation and signing of patrician plat 217-21-000876-PLNG. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #12: The County will hold a pre-bid meeting for the Belknap Exhibit Center March 3<sup>rd</sup>. Order 2022-07 states that the County may choose a contractor based on merits other than price. A public hearing was opened for this matter, with no comment from the public.

**MOTION** to approve Order 2022-07 findings for Belknap Exhibit Center CM/GC. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #13: County Court had previously discussed finding a new pharmacist for the jail, due to time constraints Commissioner Barney was delegated to sign a contract on behalf of the County. The County jail entered into a contract with Doctor Dellera-Storo, the contract was brought before the entire Court so it maybe ratified.

**MOTION** to ratify the professional services contract between the County and Doctor Dellera-Storo. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #14: Ordinance 330 amending titles 17 and 18 of the Cook County code was ready by title only for the second time. A public hearing was opened for this matter, with no comment from the public the hearing was closed. This Ordinance will go into effect once it is recorded by the Clerk's Office.

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

**MOTION** to approve Ordinance 330 as written. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item - Additional: County Counsel drafted an emergency drought declaration as requested at the March 1<sup>st</sup> Work Session.

**MOTION** to approve Order 2022-10 declaration of local drought and request to declare a state of drought emergency for Crook County. Motion seconded. No further discussion. Motion carried 3-0.

At 9:22 a.m. the Court convened into Executive Session under the following statute(s): 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 and ORS 192.660(2)(g), "to consider preliminary negotiations involving matters of trade or

commerce in which the governing body is in competition with governing bodies in other states or nations.”

### **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 approve engagement letter as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:20 a.m.**

Respectfully submitted,

**Amy Albert**

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

**IN THE MATTER OF THE  
 APPOINTMENT TO BUDGET  
 COMMITTEE**

**ORDER 2022-12**

**WHEREAS**, volunteers are essential to the operation of the county government; and

**WHEREAS**, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

**NOW, THEREFORE**, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Budget Committee:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Budget Committee Position # 3	Steve Markell	3 – Year Term Expiring 12-31-2024	Yes

DATED this 16th day of March 2022.

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

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

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

# Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: March 3, 2022

RE: Grant of easement to City of Prineville for water wells  
Our File No.: Ct. Leases # 25

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Crook County owns certain real property immediately south of the Fairgrounds, which is commonly known as the "Kennedy Property." This 6.7-acre parcel has been leased to the local Parks and Rec District until 2053. In 2017, the City of Prineville expressed interest in testing the parcel to see if it might be suitable for municipal water wells. The City, County, and District executed an agreement allowing the City to drill test wells and, if they determine that the tests are satisfactory, allows for the grant of a permanent easement.

The City has indeed found some wells that it would like to develop, and has prepared the attached easement for the County's execution. A similar, though separate easement agreement has been prepared for the District. Normally my preference would be to have all three parties sign the same document; however, because the 2017 three-party agreement states that the County and District shall execute an easement prepared by the City, the parties have already demonstrated their agreement to proceed if the City's approval contingency is met.

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

After Recording Return to:  
 Jered Reid  
 35 SE C Street, Suite D  
 Madras, Oregon 97741

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made on the date last written below by and between **Crook County**, a political subdivision of the State of Oregon ("Grantor") and the **City of Prineville**, an Oregon municipal corporation ("Grantee."). Both Grantor and Grantee shall be known as "Party" and collectively "Parties."

## RECITALS

- A. Grantor is the owner of that certain real property located within Crook County, Oregon as more particularly described as Tax Lot 203 of Township 15 South, Range 16 East of the Willamette Meridian, City of Prineville, Crook County, Oregon ("Grantor Property").
- B. On or about September 6, 2017, the Parties entered into an Agreement that allowed Grantee to drill one or more test wells on portions of the Property to determine if the test wells have the potential to serve as municipal wells.
- C. Grantee has requested to use certain test wells as permanent municipal wells and Grantor has agreed to grant to Grantee certain easements over portions of the Grantor's Property for the purpose and subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The RECITALS set forth above are expressly incorporated into, and made a part of, this Agreement as if fully rewritten herein.
- 2. Grantor hereby gives, grants, and conveys unto Grantee and its agents, employees, contractors, successors, or assigns, (i) a perpetual non-exclusive easement over, upon, across, under and through the portion of the Grantor Property as described on Exhibit A attached hereto and illustrated on Exhibit B attached hereto (the "Easement Area"), for operating, maintaining, repairing, replacing, constructing, reconstructing, modifying, upgrading and/or inspecting a well and related facilities (the "Well") to service the City of Prineville (the "Well Easement"); (ii) a perpetual non-exclusive easement over, upon, across, under and through the portion of the Grantor Property as described on Exhibit A attached hereto and illustrated on Exhibit B attached hereto, for operating, maintaining, repairing, replacing, constructing, reconstructing, modifying, upgrading and/or inspecting water lines and related facilities (the "Water Lines") to service the City of Prineville (the "Water Lines Easement"); (iii) a perpetual non-exclusive ingress and egress easement over, upon, across, under and through the portion of the Grantor Property as described



on Exhibit A attached hereto and illustrated on Exhibit B attached hereto (the “Ingress/Egress Easement”); (iv) a perpetual non-exclusive easement over, upon, across, under and through the portion of the Grantor Property as described on Exhibit A attached hereto and illustrated on Exhibit B attached hereto, for electrical supply to the Well and the Water Lines (the “Electrical Easement”); and (v) a temporary non-exclusive easement over, upon, across, under and through the portion of the Grantor Property as described on Exhibit A attached hereto and illustrated on Exhibit B attached hereto, to construct the Well and the Water Lines within the easement areas described on Exhibit A attached hereto and illustrated on Exhibit B attached hereto (the “Construction Easement”, and collectively with the Well Easement, the Water Lines Easement, the Ingress/Egress Easement and the Electrical Easement, the “Easements”, and each, an “Easement”).

3. Grantee shall install separate meters measuring the electricity to the Well and the Water Lines and pay the charges for electricity bill to the meters servicing the Well and the Water Lines.

4. Grantee shall repair or remediate, at Grantee’s sole cost and expense, any damage to the Grantor Property arising out of or in connection with Grantee’s use of the Well and the Water Lines or the easement rights granted herein.

5. Grantee hereby specifically indemnifies and holds Grantor and its successors, assigns, employees and agents (the “Indemnitees”), free and harmless from any and all claims, suits, obligations, liabilities or expenses (collectively, the “Claims”) arising out of any damage to property and/or personal injury caused by the acts of Grantee, and its agents, employees, or contractors, in connection with Grantee’s exercise of its rights hereunder or use of the Well and the Water Lines. The foregoing indemnity shall not apply to the extent that such Claims are caused by the negligence or willful misconduct of any Indemnitee.

6. Grantor agrees not to build, construct or install, or to convey to others the permission to build, construct or install, as applicable any permanent structures, sidewalks, driveways, landscaping, and/or similar improvements on, over, across, in, through, or under the Easements.

7. In the event of any litigation, action or proceeding concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs, expenses and fees incurred (including without limitation reasonable attorneys’ and paralegals’ fees), in connection therewith, and in connection with any appellate or post-judgment proceedings. The provisions of this Section shall survive the closing or termination of this Agreement.

8. This Agreement and the easements and rights granted hereunder are, and shall be, binding upon, and inure to the benefit of, the parties hereto and their respective grantees, lessees, transferees, successors and assigns, and the same shall run with the land and be binding upon the Properties.

9. Any notice from Grantor to Grantee or from Grantee to Grantor shall be deemed duly served (a) when personally served, (b) three (3) days after deposited in the U.S. certified mail, return receipt requested, or (c) one (1) day after sent via "overnight" courier service, addressed to such party as follows:

If to Grantor: Crook County Court  
ATTN: County Judge  
203 NE Court Street  
Prineville, Oregon 97754

With a copy to: Crook County Legal Counsel  
300 NE Third Street  
Prineville, OR 97754

If to Grantee: City of Prineville  
ATTN: City Manager  
387 NE Third Street  
Prineville, OR 97754

With a copy to: Jered Reid  
35 SE C Street, Suite D  
Madras, OR 97741

Either party hereto may change the name and address of the designee to which notice shall be sent by giving written notice of such change to the other party hereto as hereinbefore provided.

10. This Agreement shall be governed by and construed under the laws of the State of Oregon.

11. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that the only relationship between the parties is that of easement grantor and easement grantee.

12. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such finding will not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

13. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Copies (whether facsimile, photostatic or otherwise) of signatures to this Agreement shall be deemed originals and may be relied on to the same extent as the originals.

14. This Agreement contains the entire agreement between the parties concerning the subject matter of the Agreement and incorporates and supersedes all prior understandings and

agreements, both written and oral. This Agreement may be amended only by written agreement signed by all of the parties hereto.

15. Grantor and Grantee shall promptly, from time to time after the date hereof, execute, deliver and/or record such further instructions as reasonably requested by the other (and reasonably acceptable to the party from whom requested), in order to fully effect the easements and rights contemplated hereby.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year last written below.

**Crook County**

By: \_\_\_\_\_  
Seth Crawford, County Judge

By: \_\_\_\_\_  
Brian Barney, Commissioner

By: \_\_\_\_\_  
Jerry Brummer, Commissioner

STATE OF OREGON           )  
  ) ss.  
County of Crook            )

Personally appeared the above-named **Seth Crawford, County Judge, Brian Barney, Commissioner, and Jerry Brummer, Commissioner**, for Crook County and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of Crook County this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**City of Prineville**

By: \_\_\_\_\_  
Steve Forrester, City Manager

By: \_\_\_\_\_  
Rodney J. Beebe, Mayor

STATE OF OREGON           )  
  ) ss.  
County of Crook            )

Personally appeared the above-named **Steve Forrester, City Manager**, and **Rodney J. Beebe, Mayor**, for the City of Prineville and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of the City this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

LEGAL DESCRIPTION FOR WATER LINE EASEMENTS LOCATED IN THE NW1/4  
OF SECTION 8, T.15S., R.16E., W.M., CITY OF PRINEVILLE, CROOK COUNTY,  
OREGON

W.O. 21-5704

LEGAL DESCRIPTION – WATER LINE EASEMENT NO. 2

A centerline legal description for a twenty (20) feet wide water line easement, ten (10) feet on each side of centerline, located on a tract of land conveyed to Crook County, being Tax Lot 203 of T.15S., R.16E, Section 8, Records of Crook County, Oregon, located in the Northwest one-quarter (NW1/4) of Section 8, Township 15 South, Range 16 East, W.M., City of Prineville, Crook County, Oregon, said centerline is more particularly described as follows: Beginning at the North one-quarter corner of said Section 8, thence South 81°22'07" West a distance of 1166.92 feet to the True Point of Beginning of this centerline description, thence South 2°59'55" East a distance of 147.08 feet; thence South 85°43'57" West a distance of 175.40 feet; South 87°51'51" West a distance of 135.59 feet; thence North 44°53'17" West a distance of 135.83 feet to the termination point of this centerline description.

LEGAL DESCRIPTION – WATER LINE EASEMENT NO. 3

A centerline legal description for a twenty (20) feet wide water line easement, ten (10) feet on each side of centerline, located on a tract of land conveyed to Crook County, being Tax Lot 203 of T.15S., R.16E, Section 8, Records of Crook County, Oregon, located in the Northwest one-quarter (NW1/4) of Section 8, Township 15 South, Range 16 East, W.M., City of Prineville, Crook County, Oregon, said centerline is more particularly described as follows: Beginning at the North one-quarter corner of said Section 8, thence South 65°58'21" West a distance of 1139.64 feet to the True Point of Beginning of this centerline description, thence North 58°41'07" West a distance of 110.44 feet; thence North 7°14'41" West a distance of 85.31 feet to the termination point of this centerline description.

LEGAL DESCRIPTION – WATER LINE EASEMENT NO. 4

A centerline legal description for a twenty (20) feet wide water line easement, ten (10) feet on each side of centerline, located on a tract of land conveyed to Crook County, being Tax Lot 203 of T.15S., R.16E, Section 8, Records of Crook County, Oregon, located in the Northwest one-quarter (NW1/4) of Section 8, Township 15 South, Range 16 East, W.M., City of Prineville, Crook County, Oregon, said centerline is more particularly described as follows: Beginning at the North one-quarter corner of said Section 8, thence South 70°11'16" West a distance of 1432.20 feet to the True Point of Beginning of this centerline description, thence North 14°21'27" East a distance of

111.88 feet; thence North  $1^{\circ}41'08''$  West a distance of 42.00 feet to the termination point of this centerline description.

LEGAL DESCRIPTION FOR WELL, WATER LINE AND ACCESS EASEMENTS  
LOCATED IN THE NW1/4 OF SECTION 8, T.15S., R.16E., W.M., CITY OF  
PRINEVILLE, CROOK COUNTY, OREGON  
W.O. 21-5704

LEGAL DESCRIPTION – WELL EASEMENT NO.2

Legal description for a well easement located on a tract of land conveyed to Crook County, being Tax Lot 203 of T.15S., R.16E, Section 8, Records of Crook County, Oregon, located in the Northwest one-quarter (NW1/4) of Section 8, Township 15 South, Range 16 East, W.M., City of Prineville, Crook County, Oregon, more particularly described as follows: A one hundred (100) feet radius circle from which the radius bears South  $86^{\circ}34'31''$  West a distance of 1584.73 feet form the North one-quarter corner of said Section 8.

LEGAL DESCRIPTION – WELL EASEMENT NO.3

Legal description for a well easement located on a tract of land conveyed to Crook County, being Tax Lot 203 of T.15S., R.16E, Section 8, Records of Crook County, Oregon, located in the Northwest one-quarter (NW1/4) of Section 8, Township 15 South, Range 16 East, W.M., City of Prineville, Crook County, Oregon, more particularly described as follows: A one hundred (100) feet radius circle from which the radius bears South  $70^{\circ}11'16''$  West a distance of 1432.20 feet form the North one-quarter corner of said Section 8.

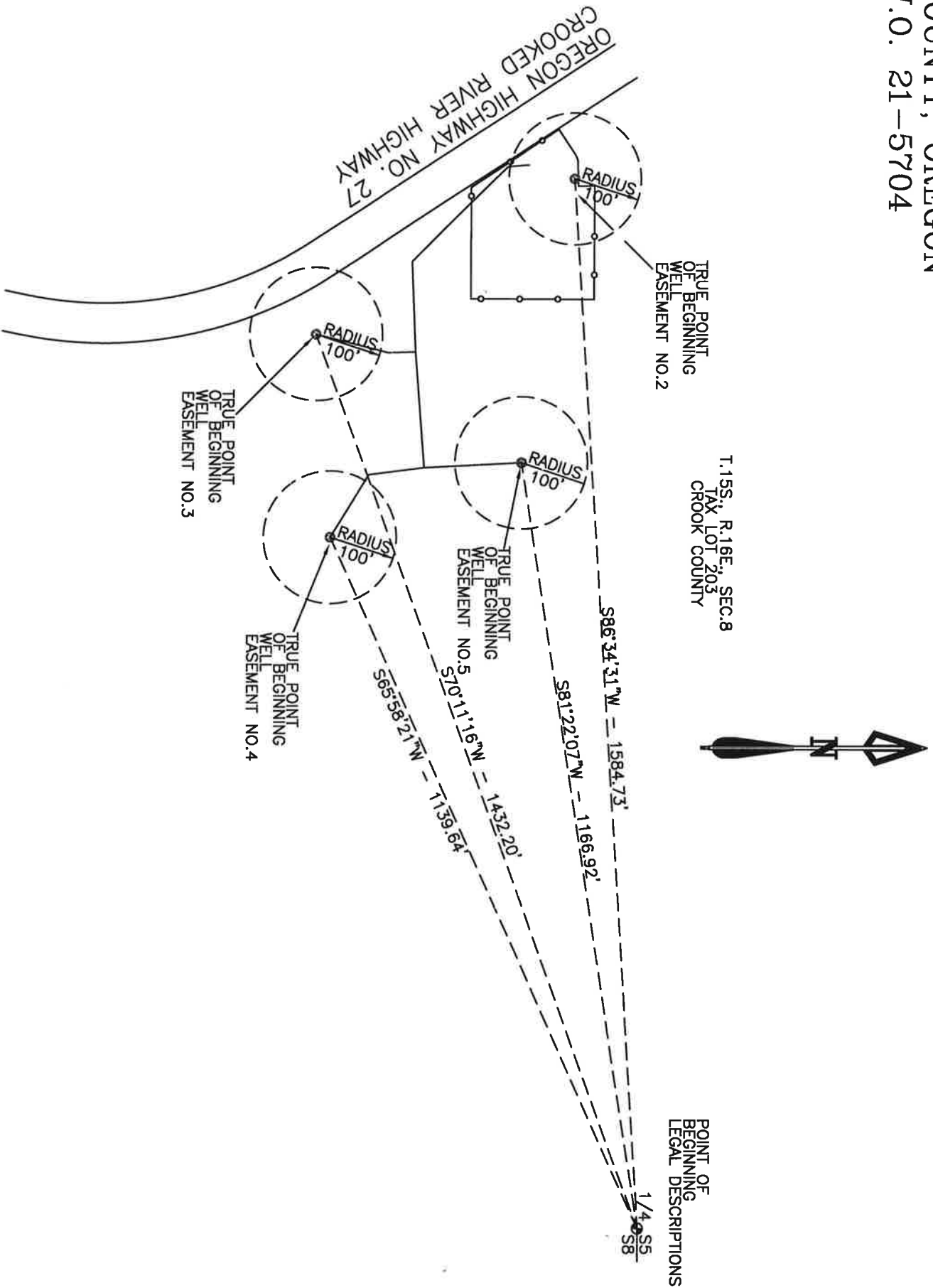
LEGAL DESCRIPTION – WELL EASEMENT NO.4

Legal description for a well easement located on a tract of land conveyed to Crook County, being Tax Lot 203 of T.15S., R.16E, Section 8, Records of Crook County, Oregon, located in the Northwest one-quarter (NW1/4) of Section 8, Township 15 South, Range 16 East, W.M., City of Prineville, Crook County, Oregon, more particularly described as follows: A one hundred (100) feet radius circle from which the radius bears South  $65^{\circ}58'21''$  West a distance of 1139.64 feet form the North one-quarter corner of said Section 8.

LEGAL DESCRIPTION – WELL EASEMENT NO.5

Legal description for a well easement located on a tract of land conveyed to Crook County, being Tax Lot 203 of T.15S., R.16E, Section 8, Records of Crook County, Oregon, located in the Northwest one-quarter (NW1/4) of Section 8, Township 15 South, Range 16 East, W.M., City of Prineville, Crook County, Oregon, more particularly described as follows: A one hundred (100) feet radius circle from which the radius bears South  $81^{\circ}22'07''$  West a distance of 1166.92 feet form the North one-quarter corner of said Section 8.

EXHIBIT MAP FOR WELL AND WATER LINE  
EASEMENTS LOCATED IN THE NW1/4 OF SECTION 8,  
T.15S., R.16E., W.M., CITY OF PRINEVILLE, CROOK  
COUNTY, OREGON  
W.O. 21-5704





# 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: 3/3/2022

RE: *Epidemiologist IGA w/ Klamath County*  
Our File No.: HEALTH 195

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The County has been presented with an opportunity to have access to the capability of assessment and epidemiology by sharing the services of a regional epidemiologist with Klamath County. The epidemiologist will be employed and supervised by Crook County.

The County will provide epidemiological services to Klamath County at the rate of \$36.47 per hour up to 8 hours per week. Payment will be on a fee-for-service basis, including wages and benefits at the time the services are rendered.

Katie Plumb has reviewed the Agreement and requests that the Court approve it.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CROOK COUNTY AND KLAMATH COUNTY**

This Agreement is made and entered into by and between Klamath County, a political subdivision of the State of Oregon, hereinafter referred to as "Klamath", and Crook County, a political subdivision of the State of Oregon, hereinafter referred to as "Crook."

**WITNESSETH:**

WHEREAS, pursuant to ORS 190.003 through 190.110, Klamath and Crook are authorized to enter into an Intergovernmental Agreement for the performance of any or all functions which a party to the Agreement has the authority to perform; and

WHEREAS, both Klamath and Crook find it beneficial to enter into this Agreement in order for the parties to have access to the foundational capability of assessment and epidemiology by sharing the services of a regional epidemiologist to be employed and supervised by Crook County;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

**1. EFFECTIVE DATE/DURATION**

- 1.1. This Agreement is effective upon full execution.
- 1.2. This Agreement shall remain in effect until terminated in accordance with Section 2 of this Agreement.

**2. TERMINATION**

This Agreement may be terminated by either party upon 30 days written notice to the other party. Termination under this section shall not affect any obligations or liabilities accrued prior to the effective date of termination.

**3. STATEMENT OF WORK**

- 3.1 Crook agrees to:
  - 3.1.1. Provide epidemiological services at the rate of \$36.47 for each hour of service.
  - 3.1.2. Provide epidemiological services in accordance with County's needs of 8 hours per week.

3.1.3. Allow the epidemiologist to attend all necessary regional trainings and Agency meetings in person or by phone.

3.1.4. Provide all services in accordance with a schedule approved by the parties.

3.1.5. Provide monthly invoices for all hours worked to be reimbursed.

3.2. Klamath agrees to:

3.2.1. Submit timely requests for services providing as much advance notice as reasonably possible.

3.2.2. Pay invoices received within 30 days of their receipt.

3.2.3 Keep Crook administrator informed of epidemiologist performance.

#### 4. PAYMENT

4.1. Klamath shall pay Crook on a fee-for-service basis at the rate of the employee's fully weighted compensation, including wages and benefits at the time the services are rendered. If travel is warranted to perform duties, Klamath will reimburse vehicle mileage at the current rate designated by the Internal Revenue Service for tax purposes.

4.2 Invoices are to be submitted to [kcph@klamathcounty.org](mailto:kcph@klamathcounty.org).

#### 5. DELEGATION AND REPORTS

Neither Crook nor Klamath shall delegate the responsibility for providing services hereunder to any other individual or agency without the written consent of the other party. Each party shall provide the other with periodic reports at the frequency and with the information prescribed to be reported by either party.

#### 6. ASSIGNMENT

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

#### 7. BINDING EFFECT

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

## 8. AGENCY AND PARTNERSHIP

- 8.1. It is agreed by and between the parties that Crook, upon request, is carrying out a function on behalf of Klamath, and the requesting agency has the right of direction or control of the manner in which Crook delivers services under this Agreement and exercises control over the activities of the epidemiologist when providing agreed upon services. The epidemiologist will at all times be an employee of Crook. Crook will be responsible for all payroll taxes, employee benefits and workers' compensation.
- 8.2. Neither party is, by virtue of this Agreement, a partner or joint venture with the other party and neither party shall have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.

## 9. INDEMNIFICATION

- 9.1. 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, Klamath shall defend, save, hold harmless and indemnify Crook 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 Klamath or its officers, employees, contractors, or agents under this Agreement.
- 9.2. 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, Crook shall defend, save, hold harmless and indemnify Klamath 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 Crook or its officers, employees, contractors, or agents under this Agreement.
- 9.3. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Contract. Neither party shall be liable for any damages of any sort arising solely from the termination of this contract or any part hereof in accordance with its terms.

## 10. NON-DISCRIMINATION

Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this agreement when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the

Americans with disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

11. ATTORNEY FEES

In the event an action, lawsuit or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

12. NO WAIVER OF CLAIMS

The failure by any party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.

13. SEVERABILITY

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

14. HEADINGS

The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.

15. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into and made a part of this Agreement.

16. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

17. ENTIRE AGREEMENT

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

17.2. This Agreement may not be modified or amended except by a writing signed by both parties.

## 18 COUNTERPARTS

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

Approved:

KLAMATH COUNTY BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
Commission Chair

Date \_\_\_\_\_

\_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

\_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

Approved:

CROOK COUNTY COURT

\_\_\_\_\_  
County Judge

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

\_\_\_\_\_  
County Commissioner

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

\_\_\_\_\_  
County Commissioner

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

# Crook County Counsel's Office

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

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## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 3/4/2022

RE: *IGA #169507 – Financing of Public Health (Amendment 6)*  
Our File No.: HEALTH 57(I)

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OHA has submitted its 6<sup>th</sup> amendment to the 2021-23 IGA #169507. This amendment adds Program Element #10 "Sexually Transmitted Disease." This addition increases the grant amount \$26,452. The funds must be spent by 6/30/22.

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

Agreement #169507



**SIXTH 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 Sixth 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 set of Program Element Descriptions set forth in Exhibit B of the Agreement

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 January 1, 2022, 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. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

<b>PE NUMBER AND TITLE</b> • SUB-ELEMENT(S)	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA#</b>	<b>HIPAA RELATED (Y/N)</b>	<b>SUB- RECIPIENT (Y/N)</b>
<u>PE 10-02</u> Sexually Transmitted Disease (STD)	FF	CDC/Preventive Health Services - Sexually Transmitted Diseases Control Grants	93.977	N	Y

- b. Exhibit B Program Element #10 “Sexually Transmitted Disease” is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.

- c. Section 1 of Exhibit C of the Agreement, entitled “Financial Assistance Award” for FY22 is hereby superseded and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY22)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.

- d. 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 C, 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/ Nadia A. Davidson

Title: Director of Finance

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

**CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

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

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

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

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**  
**Program Element Description**

**Program Element #10: Sexually Transmitted Diseases (STD) Client Services**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Sexually Transmitted Diseases (STD) Client Services. ORS 433.006 and OAR 333-019-0000 assign responsibility to LPHAs for sexually transmitted disease (STD) investigations and implementation of STD control measures within an LPHA's service area. STD client services may include, but are not limited to, Case finding, Partner Services (i.e., contact tracing), clinical and laboratory services, and education and outreach activities. The funds provided for STD client services under the Agreement for this Program Element may only be used as supplemental funds to support LPHA's STD investigations and control efforts and are not intended to be the sole funding for LPHA's STD client services program.

STDs are a significant health problem in Oregon, with over 22,000 new Cases reported every year. STDs pose a threat to immediate and long-term health and well-being. In addition to increasing a person's risk for acquiring and transmitting HIV infection, STDs can lead to severe reproductive health complications, including poor pregnancy outcomes. Protecting the population from communicable disease by reducing rates of gonorrhea and early syphilis is a public health priority and is included in Healthier Together Oregon, the State Health Improvement Plan.

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

2. **Definitions Specific to Sexually Transmitted Diseases (STD) Client Services.**

- a. **Case:** An individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines.
- b. **Case Investigation:** A process that includes identifying Cases, conducting a Case interview, collecting and reporting Core Variables, and providing Partner Services.
- c. **Contact:** Sexual partner of STD Case.
- d. **Core Variables:** Variables required by OHA and the CDC cooperative agreement PS19-1901 Strengthening STD Prevention and Control for Health Departments (STD PCHD) that are essential for counting and/or investigating reported Cases accurately and for describing trends in reported Cases in key populations at the local and state level.
- e. **Disease Intervention Specialist:** Job title used to identify to staff person(s) trained to deliver HIV/STD Partner Services.

- f. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA must use those medications to treat individuals for STDs as outlined in Section 4.j. of this Program Element. In the event of a non-STD related emergency, with notification to the OHA STD program, the LPHA may use these medications to address the emergent situation. If the LPHA self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they shall ensure these medications are used in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding “340B Drug Pricing Program.”
- g. **Investigative Guidelines:** OHA reportable disease guidelines, which are incorporated herein by this reference.
- h. **Partner Services:** Partner Services refers to a continuum of clinical evaluation, counseling, diagnostic testing, and treatment designed to increase the number of infected persons brought to treatment and reduce transmission among sexual networks. Partner Services includes conducting Case interviews to identify sex and needle-sharing partners, offering to conduct partner notification, providing STD/HIV testing (or referrals) to all contacts, and referring Cases and Contacts to HIV PrEP and additional medical/social services, including treatment.
- i. **Priority Gonorrhea Cases:** Gonorrhea Cases requiring Case Investigation, defined as Cases among pregnant or pregnancy-capable individuals, Cases among individuals co-infected with HIV; and rectal gonorrhea Cases.
- j. **Priority Syphilis Cases:** Syphilis Cases requiring Case Investigation, defined as Cases staged as primary, secondary, and early non-primary non-secondary syphilis and Cases of any syphilis stage among pregnant or pregnancy-capable individuals.
- k. **Reportable STDs:** A Reportable STD refers to diagnosed or suspected Cases of Chancroid, Chlamydia, Gonorrhea, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS Chapter 433.
- l. **STD Outbreak:** The occurrence of an increase in Cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.
- m. **Technical Assistance:** Services of OHA HIV/STD Prevention staff to support the LPHA’s delivery of STD Client Services, which include providing training and during STD Case Investigations and STD Outbreak response.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs						X = Foundational capabilities that align with each component						
Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.	*						X		X			
STD client services (screening, testing, treatment, prevention).	*				X		X		X			
Condom and lubricant distribution.	*						X	X				

- b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:
- Gonorrhea rates
- c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:
- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
  - (2) Percent of gonorrhea Case reports with complete "priority" fields. As used herein, priority fields are defined as: race, ethnicity, gender of patient's sex partners, HIV status or date of most recent HIV test, and pregnancy status for females of childbearing age (15-44).

- 4. Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:
- a.** Train and maintain at least one staff to act as a Disease Intervention Specialist (DIS), as described in its local staffing plan, which has been approved by OHA. OHA shall make available CDC-training to LPHAs needing to train staff as a DIS.
  - b.** Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
  - c.** Allowable budget expenses are:
    - (1)** Personnel costs including fringe for at least one staff acting as a DIS. Personnel costs for additional staff beyond a DIS are allowable (e.g. program manager, epidemiologist, public health nurse) provided the additional staff are supporting the role and function of a DIS and HIV/STD Case Investigations. Additional staff shall not exceed the FTE dedicated to the DIS position.
    - (2)** Travel (including mileage, lodging, per diem). Client transportation (e.g. taxi vouchers, gas cards) are an allowable expense provided the purpose is to facilitate STD testing, treatment, and other Case Investigation activities.
    - (3)** Supplies and equipment needed to carry out the work of a DIS. Equipment is defined as costing \$5,000 or greater and having a useful life of at least one year.
    - (4)** Other allowable expenses including postage, software and other licenses (e.g. Accurant), printing costs for educational/outreach materials, and other expenses approved by the STD Program on a case-by-case basis.
    - (5)** Indirect costs to a maximum allowable rate of 10%.
  - d.** Unallowable expenses include but are not limited to:
    - (1)** Medications and screening/testing costs
    - (2)** Harm reduction supplies including syringes
    - (3)** Cash or gift card incentives (outside of taxi vouchers or gas cards as outlined in Section 4.c.(2)).
    - (4)** Advertising or marketing
    - (5)** Purchase or maintenance of vehicles
  - e.** Pending availability of funds, OHA may provide the following items to the LPHA in-kind: STD medications, gift card incentives, condoms, lubricant, rapid HIV test kits, rapid syphilis test kits, coverage of certain lab fees through the Oregon State Public Health Laboratory.
  - f.** LPHA must attend any training webinars and Case review meetings required by OHA. Travel costs associated with attendance at any in-person meetings or trainings is an allowable budget expense

- g. LPHA acknowledges and agrees that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential STD Outbreaks within LPHA's service area, for preventing the incidence of STDs within LPHA's service area, and for reporting in a timely manner (as required in Section 6.a.) the incidence of Reportable STDs within LPHA's service area (as described below in Reporting Requirements). LPHA must fulfill the following minimum Case Investigation expectations described below:
- (1) HIV: Case Investigation should be completed for each HIV Case assigned to the LPHA by the OHA HIV Surveillance Program.
  - (2) Syphilis: Case Investigation should be completed for all Priority Syphilis Cases below at minimum. Other syphilis Cases should be investigated if there is staffing capacity or there are no Priority Syphilis Cases. OHA may require LPHA to investigate other syphilis Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other syphilis Cases. Priority Syphilis Cases include:
    - (a) All primary, secondary, and early non-primary non secondary syphilis Cases regardless of sex/gender or age
    - (b) All Cases among pregnant or pregnancy-capable individuals regardless of stage. Pregnant individuals that don't meet the Case definition may require treatment verification. Refer to the OHA Syphilis Investigative Guidelines.
  - (3) Gonorrhea: Case Investigation should be completed for all Priority Gonorrhea Cases below at minimum. Other gonorrhea Cases should be investigated if there is staffing capacity or there are no Priority Gonorrhea Cases. OHA may require LPHA to investigate other gonorrhea Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other gonorrhea Cases. Priority Gonorrhea Cases include:
    - (a) All rectal gonorrhea Cases
    - (b) All Cases among pregnant or pregnancy-capable individuals
    - (c) All Cases among individuals co-infected with HIV
  - (4) Chlamydia: Case Investigation for chlamydia Cases is not expected and may be pursued at the discretion of the LPHA.
- h. LPHA must provide or refer client for STD Client Services in response to an individual seeking such services from LPHA. Clinical STD Client Services consist of screening individuals for Reportable STDs and treating Cases and their Contacts.
- i. LPHA must provide STD Client Services including Case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
- (1) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
  - (2) "OHA Investigative Guidelines for Notifiable Diseases" which can be found at: <http://bit.ly/OR-IG> ;
  - (3) Oregon Revised Statutes (ORS), Chapters 431 & 433; and
  - (4) Current "Centers for Disease Control and Prevention Sexually Transmitted Infections Treatment Guidelines," which can be found at: <https://www.cdc.gov/std/treatment/>.

- j. OHA may provide, pursuant to this agreement, In-Kind Resources or Technical Assistance to assist LPHA in delivering STD Client Services. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat Cases or Contacts, subject to the following requirements:
- (1) The medications must be provided at no cost to the individuals receiving treatment.
  - (2) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
  - (3) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
  - (4) If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they must only use “340B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding the 340B Drug Pricing Program.
  - (5) If LPHA Subcontracts with another person to provide STD Client Services required under this Program Element, the In-Kind Resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the Subcontractor for the purposes set out in this section and the Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. The LPHA must document the medications provided to a Subcontractor under this section
  - (6) If LPHA receives In-Kind Resources under this Agreement in the form of condoms and lubricant, LPHA may distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement. LPHA shall store condoms in a cool, dry place to prevent damage and shall check expiration date of condoms at least once annually.
- k. LPHA staff funded through this Agreement may be utilized to assist with Directly Observed Therapy (DOT) for Tuberculosis Services on a case-by-case basis. LPHA must discuss the staffing need with the OHA STD and TB programs and obtain written approval from both before utilizing STD staff for TB DOT.

## 5. General Revenue and Expense Reporting.

LPHAs receiving funding under this Financial Assistance Award must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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



**6. Reporting Requirements.**

- a.** LPHA must review laboratory and health care provider Case reports by the end of the calendar week in which initial laboratory or physician report is made in accordance with the standards established pursuant to OAR 333-018-0020. All Cases shall be reported to the OHA HIV/STD/TB (HST) Program via Orpheus.
- b.** LPHA must collect and report the Core Variables as outlined in Attachment 1. Required Core Variables are subject to change. Core Variables below that are not required for chlamydia Cases and non-Priority Gonorrhea/Syphilis Cases may be collected at the discretion of the LPHA based on local policy and capacity.

**7. Performance Measures.**

- a.** LPHA must operate its program in a manner designed to achieve the following STD performance goals:
  - (1)** Treatment with CDC-recommended gonorrhea regimen documented within 14 days of LPHA notification
  - (2)** Pregnancy status documented within 14 days of LPHA notification in 100% of all female syphilis Cases under age 45
  - (3)** Treatment of early syphilis with penicillin G benzathine (Bicillin) documented within 14 days of LPHA notification
  - (4)** Congenital syphilis electronic report form should be completed within 45 days of birth
  - (5)** Contacts should be tested/treated within 30 days before or after the index patient's testing date
- b.** LPHA must operate the STD Client Services program in a manner designed to make progress toward achieving the following Oregon public health modernization process measures:
  - (1)** Percent of gonorrhea Cases that had at least one Contact that received treatment
  - (2)** Percent of gonorrhea Case reports with complete priority fields

Priority fields include race, ethnicity, sex of sex partner, pregnancy status, and HIV status/date of last HIV test

### Attachment 1 Required Core Variables

STD Core Variables	Chlamydia and Gonorrhea Cases—All	Priority Gonorrhea Cases:	Syphilis Cases—All	Priority Syphilis Cases
Age*	✓	✓	✓	✓
Sex*	✓	✓	✓	✓
County*	✓	✓	✓	✓
Specimen collection date*	✓	✓	✓	✓
Diagnosing facility type	✓	✓	✓	✓
Anatomic site of infection*	✓	✓		
Race/ethnicity		✓		✓
Gender identity		✓		✓
Sexual orientation		✓		✓
Sex of sex partners		✓		✓
Pregnancy status		✓	✓	✓
HIV status		✓		✓
Treatment/Date of treatment		✓	✓	✓
Clinical signs/symptoms				✓
Substance use				✓
Incarceration history				✓
* Included on lab report				

HIV Core Variables	Orpheus Tab	Reported via ELR	Entered by OHA	Entered by LPHA
Stage	Home layout-Stage		✓	
Status	Home layout-Status		✓	
DOB/Age*	Home layout-Age	✓	✓	✓
Sex*	Home layout-SOGI	✓	✓	✓
Gender identity	Home layout-SOGI		✓	✓
Sexual orientation	Home layout-SOGI		✓	✓
Race/ethnicity	Home layout-REALD		✓	✓
Pregnancy status	Home layout-Pregnant		✓	✓
Housing at Dx	Home layout-Housing at Dx		✓	✓
Address*	Home layout	✓	✓	✓
Phone/email	Home layout		✓	✓
Diagnosing facility/Provider*	Home layout-Provider	✓	✓	✓
HARS ID HIV Diagnosis AIDS Diagnosis	Home layout		✓	
Specimen collection date*	Labs tab	✓	✓	✓
Clinical signs/symptoms	Clinical tab		✓	✓
Treatment/Date of treatment	Treatment tab		✓	✓
HIV risk history At minimum: sex of partners trans partners sex for drugs/\$ substance use last neg HIV test PrEP use history STD tested	Risks tab		✓	✓
Contacts	Contacts tab			✓
Outbreak Info	Epilinks tab		✓	
* Included on lab report				

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

State of Oregon Oregon Health Authority Public Health Division		
<b>1) Grantee</b>	<b>2) Issue Date</b>	<b>This Action</b>
Name: Crook County	Saturday, January 1, 2022	Amendment
Street: 375 NE Beaver St., Suite 100		FY 2022
City: Prineville	<b>3) Award Period</b>	
State: OR Zip: 97754-1802	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
PE10-02	Sexually Transmitted Disease (STD)	\$0.00	\$26,452.00	\$26,452.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$72,149.00	\$0.00	\$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	\$145,827.00	\$0.00	\$145,827.00
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

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-04	MCAH Babies First! General Funds	\$6,678.00	\$0.00	\$6,678.00
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	\$26,473.11	\$0.00	\$26,473.11
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	\$113,777.00	\$0.00	\$113,777.00
		\$2,052,650.11	\$26,452.00	\$2,079,102.11

<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.
PE40-02	12/2021: December grant adjustment for one-time funding.
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
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
PE10-02	1/2022: Funds must be spent by 06/30/22
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 \$27,714 on Nutrition Ed, \$4,277 on BF Promotion.
PE40-05	07/2021: WIC FDNP Season 2021. Funds must be spent by 12/31/2021.
PE42-14	12/2021: Award of \$26,473.11 is for the period of 7/1/21 to 12/31/21 of that amount \$25,411 is start up funding for the Family Connects OR (FCO) program and the remainder is estimated general fund match for FCO visits; 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 C**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

<b>PE10-02 Sexually Transmitted Disease (STD)</b>	
Federal Award Identification Number:	NH25PS005149
Federal Award Date:	12/16/2020
Budget Performance Period:	01/01/2019-12/31/2023
Awarding Agency:	Centers for Disease Control & Prevention
CDFA Number:	93.977
CFDFA Name:	Preventive Health Services - Sexually Transmitted Diseases Control Grants
Total Federal Award:	2,975,291.00
Project Description:	STD Prevention & Control
Awarding Official:	Cassandra Davis
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	53195
Index:	50403

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$26,452.00	\$26,452.00

<b>PE50 Safe Drinking Water (SDW) Program (Vendors)</b>							
Federal Award Identification Number:	State Funds	State Funds	00031221	00031222	98009020	98009021	
Federal Award Date:			07/15/2021	12/10/2021	09/09/2020	09/29/2021	
Budget Performance Period:			10/01/2020-09/30/2022	10/01/2021-09/30/2022	10/01/2020-09/30/2023	10/01/2021-09/30/2024	
Awarding Agency:			EPA	EPA	EPA	EPA	
CDFA Number:			66.432	66.432	66.468	66.468	
CFDFA Name:			State Public Water System Supervision	State Public Water System Supervision	Capitalization Grants for Drinking Water State Revolving Funds	Capitalization Grants for Drinking Water State Revolving Funds	
Total Federal Award:			1,841,000	1,841,000	17384400	17,368,800.00	
Project Description:			FFY2021 Oregon State Public Water System Supervision (PWSS)	FFY2022 Oregon State Public Water System Supervision (PWSS)	FFY 2020 Oregon's Drinking Water State Revolving Fund Capitalization Grant Harold Rogers	FFY 2021 Oregon's Drinking Water State Revolving Fund Capitalization Grant Richard Green	
Awarding Official:			Neverley Wake	Neverley Wake			
Indirect Cost Rate:			17.64%	17.64%	17.64%	17.64%	
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	
PCA:	51283	51058	51315	51320	51987	51865	
Index:	50204	50204	50204	50204	50204	50204	

Agency	DUNS No.	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Crook	557315405	\$13,122.00	\$3,750.00	\$2,344.00	\$7,031.00	\$3,750.00	\$7,499.00	\$37,496.00





# Crook County Counsel's Office

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## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: March 1, 2022

RE: *Agreement w/ Yamhill County for Housing of Juveniles*  
Our File No.: JUVENILE 34

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Crook County has a current "space available" Agreement with Yamhill County for the housing of male and female juvenile offenders. The Counties have had this Agreement since 2018; however, there are two notable changes to this Agreement:

1. The cost has increased from \$158 to \$168 per bed per day, and the beds must be deemed available by Yamhill County;
2. The Agreement will change from an annual Agreement to an auto-renew Agreement, wherein this Agreement's initial term will be from July 1, 2022 – June 30, 2023, and will automatically renew on a year-by-year basis with a 30-day notice to terminate.

Deb Patterson has reviewed this Agreement and requests that the Court proceed with signing. Please let us know if you have any questions or concerns.

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

AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS  
YAMHILL COUNTY / CROOK COUNTY

July 1, 2022 through June 30, 2023

This agreement is made by and between Yamhill County, a political subdivision of the State of Oregon, ("Yamhill") and Crook County, a political subdivision of the State of Oregon, ("Crook"), each acting through its duly elected Board of Commissioners and Juvenile Director.

RECITALS:

A. Yamhill operates a juvenile detention center, which opened in 1996. It is referred to in this agreement as "the detention center." The detention center includes housing space that may not be required by Yamhill beginning July 1, 2022, for incarceration of juvenile offenders lawfully in its custody. Crook desires to detain in a humane and secure environment certain male and female juvenile offenders but lacks sufficient bed space to meet its needs. Crook desires to enter into a "space available" contract with Yamhill County to house juvenile offenders in the detention center. In order to partially offset its maintenance costs for operation of the detention center while still maintaining adequate space for its own needs, Yamhill is willing to make bed space available to Crook in accordance with this agreement.

B. This agreement is adopted by Yamhill and Crook under authority of ORS 203.010, which allows a county to make all necessary contracts, and ORS 190.010, which allows one county to perform services under contract for another county. NOW, THEREFORE,

AGREEMENT: IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS STATED BELOW, YAMHILL AND CROOK AGREE AS FOLLOWS:

1. YAMHILL SHALL PERFORM AS FOLLOWS:

a. Admission Services.

(1) Any child of either sex shall be admitted upon placement by an authorized member of the Crook County Juvenile Department or designee or upon order of any court of competent jurisdiction to require detention of such juvenile, subject to the conditions stated in this Agreement.

(2) EXTRA BEDS ("Space Available") To the extent additional bed space is available Yamhill, in its sole discretion and judgment and based on its own projected bed needs shall determine whether or not to offer any such additional bed space to Crook. If Yamhill determines that it requires the bed space for its own use or that of the contract for guaranteed beds with Polk County, Yamhill, without any liability to Crook under this agreement, may decide not to offer any such additional bed space to Crook or Crook shall be required to vacate any beds utilized. The cost of bed space is set forth in Section 3, below.

(3) Yamhill, acting through its staff at the detention center, shall have discretion to refuse acceptance of any juvenile placed under this agreement where it reasonably believes such placement does not comply with lawful requirements of detention center regulations, State statutes, or court order, or when it appears that the physical condition of the placed inmate requires immediate medical attention.

b. Supervision Services.

(1) Placed juveniles admitted under this agreement shall receive the quality, level, and manner of care and supervision by Yamhill as furnished to detained juveniles placed from within Yamhill County.

(2) No emergency services shall be required of Yamhill by this agreement; but if Yamhill determines that a need for emergency services of any kind exists, that determination shall control, and Yamhill is hereby authorized to take appropriate action to secure such services. Yamhill shall provide Crook with immediate notice of such services and Crook shall reimburse Yamhill for any expenses connected therewith over and above the base charge established in Section 3 of this agreement.

c. Release Services. Yamhill shall release juveniles placed under this agreement only upon notification by persons authorized by Crook or pursuant to court order, provided however, that Yamhill, upon written notice to the Crook County Juvenile Department may act to require release of any inmate whom it reasonably believes has been detained in excess of any statutory period prescribed for custody. No provision contained in this agreement is intended to relieve Crook from the duty to monitor the period that an inmate is detained.

2. CROOK SHALL PERFORM AS FOLLOWS:

a. Written Statement of Custody Basis. Crook shall provide a written statement to Yamhill for each juvenile detailing the basis for custody and the length of sentence applicable. Any applicable court order or detainer shall be attached to the written statement.

b. Authorization to Act. Crook shall provide Yamhill current identities of persons authorized to act under this agreement on behalf of the Crook County Juvenile Department. Crook shall obtain as required by the Oregon Juvenile Code such designations and permissions as shall permit implementation of this Agreement.

c. Transportation. Crook shall provide all transportation to and from the detention center or to and from other facilities as may be necessary pursuant to this agreement (i.e. hospital, medical clinic, etc.), at no expense to Yamhill.

d. Release Information. Crook shall provide any required written evidence of authorization or other reports necessary to release any inmate placed under this agreement.

e. Emergency Services. Crook shall pay to Yamhill all expenses reasonably incurred by Yamhill to provide emergency medical, dental, or psychological services, including transportation for such services if provided by a third party, on behalf of any inmate placed under this agreement. In no event shall Yamhill bill Crook for more than Yamhill's out-of-pocket expenses incurred in providing emergency services.

f. Extraordinary Care. Upon prior notification by Yamhill, Crook shall reimburse Yamhill for any expenses reasonably incurred in the care and supervision of a placed inmate which would exceed the level of care and supervision customarily furnished to detained inmates, including but not limited to specially tailored clothing or footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices.

g. Counseling Services. Crook shall provide all pre-adjudicative and post-adjudicative counseling services for juveniles placed with Yamhill under this Agreement, and shall provide such notification as may be required to any placed juveniles' parents or legal guardians prior to placement with Yamhill.

h. Payment. Crook shall promptly pay Yamhill any amount due as set forth in Section 3.

i. Court Orders. Crook shall furnish promptly to Yamhill in writing judicial orders of placement, social history, visitation restrictions, and specialized programming which would affect detention care and supervision of the placed juvenile.

j. Removal of Juveniles. Crook shall remove, including transportation, any placed juvenile that Yamhill determines, in its sole discretion, need to be removed pursuant to this agreement or that Yamhill determines, in its sole discretion, to be a substantial risk to the security or safety of the detention center on 24 hours notice from Yamhill.

### 3. COST.

a. Base cost for Extra "Space Available" beds. Beginning July 1, 2022, the base cost to Crook shall be \$168 per bed per day, to the extent each "space available" bed is desired by Crook and deemed available on a particular day by Yamhill.

b. Other costs. In addition to the cost for such "space available" beds, Crook shall pay upon demand any sums otherwise required by this agreement, including but not limited to the costs of emergency services. Charges for additional services shall be billed monthly and paid by Crook within 30 days of receipt of the bill.

4. LIABILITY. It is understood by the parties that any and all employees of the detention center are employees of Yamhill and are not employees, agents, or representatives of Crook unless acting at the specific instance of or on the instruction of Crook. Each party will indemnify and hold the other party and its employees and agents, harmless against any third-party claims, liabilities, losses, damages, and causes of action that arise from the intentional or negligent acts or omissions of the indemnifying party that occur as part of the performance of this agreement. The indemnifying party, however, will not be responsible for the portion of third-party claims, liabilities, losses, damages, or causes of action attributable to the wrongful or negligent acts or omissions of the indemnified party, its employees, or agents.

5. AMENDMENTS. This agreement may be modified or amended only by the joint written agreement of the parties. This agreement may be amended if Yamhill contracts with other counties at a reduced rate.

6. TERM AND RENEWAL. The initial term of this Agreement is from July 1, 2022 through June 30, 2023. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless terminated in accordance with Section 7 below. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Agreement.

7. TERMINATION.

A. Either party may terminate the agreement on thirty days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

B. In addition, (i) in the event Yamhill no longer receives funds adequate to enable it to continue this agreement, (ii) if Crook engages in any act that would subject either Yamhill or Crook to criminal liability, (iii) upon the insolvency or dissolution of Yamhill or Crook, or (iv) if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Yamhill no longer has the authority to meet its obligations under this agreement, then Yamhill will provide written notice of termination of this agreement to Crook. Upon issuance of notice, this agreement is immediately terminated. However, any obligations existing at the time of termination will survive termination.

8. ATTORNEY FEES AND COSTS. In the event an action, suit or proceeding, including appeals there from, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

9. ENTIRE AGREEMENT. This Agreement contains the complete agreement of the parties. No oral agreements between the parties shall be valid unless reduced to a written instrument signed by each of the parties.

(Signature page follows)

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed by their duly authorized officers as of the dates and year entered hereinafter.

CROOK COUNTY

YAMHILL COUNTY

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Lindsay Berschauer, Chair

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

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

\_\_\_\_\_  
Debra Patterson  
Juvenile Department Director

\_\_\_\_\_  
Jessica Beach  
Community Justice Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric Blaine  
Crook County Counsel

\_\_\_\_\_  
Christian Boenisch  
Yamhill County Counsel

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

**IN THE MATTER OF REPEALING  
ORDER 2020-44: A POLICY FOR  
THE WEARING OF FACE  
COVERINGS IN COUNTY  
FACILITIES AND VEHICLES**

**ORDER 2022-13**

**WHEREAS**, on February 28, 2022, the Oregon Health Authority announced its decision to lift the rules requiring masks in indoor public places, effective March 12, 2022; and

**WHEREAS**, a policy addressing the use of face coverings by County employees should also be lifted.

**NOW, THEREFORE**, the Crook County Court hereby **REPEALS** Order 2020-44 attached as Exhibit A.

**BE IT FURTHER ORDERED** that this Order be filed in the Crook County Clerk's Office and that it be effective when so filed.

**ADOPTED** this 16<sup>th</sup> day of March, 2022.

CROOK COUNTY COURT

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

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

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



# Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 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: 2/28/22

RE: *Professional Service Contract w/ Snider Landscaping*  
Our File No.: ROAD 325

---

The Contract with Snider is set to terminate on March 31, 2022. Amendment 2 has been prepared in order to continue these services for the Road Department. Snider has increased their fees for the following services:

- Monthly service fee (\$15 increase from \$170 to \$185)
- Vegetation repair/replace (\$10 increase from \$40/hr to \$50/hr)
- Irrigation repair/replace (\$10 increase from \$55/hr to \$65/hr)

All other terms of the Contract remain the same.

Bob has reviewed the amendment and the price increase and is in favor of the Court signing.

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

**AMENDMENT NO. 2  
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 2 is entered into by Snider Landscaping, LLC, LCB #8599 (hereinafter "Contractor"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"). County and Contractor are parties to that certain Personal Services Contract (hereinafter the "Agreement") for landscaping services at Crook County Road Department and parking lot.

**RECITALS**

**WHEREAS**, the Parties entered into a Personal Services Contract on April 1, 2020; and

**WHEREAS**, on March 3, 2021, County and Contractor extended the Agreement an additional 12-months to March 30, 2022; and

**WHEREAS**, County and Contractor wish to continue the duration of the Agreement.

**AGREEMENT**

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

**SECTION 1:** The Recitals listed above are incorporated herein by reference.

**SECTION 2:** The duration of the Agreement is extended to March 30, 2023.

**SECTION 3:** The Payment Schedule is amended as follows:

- A monthly rate \$185
- Vegetation repair/replace work: \$50 per personnel hour
- Irrigation replace / replace work: \$65 per personnel hour

Except as modified by this Amendment 2, all terms of the Agreement remain in full force and effect.

**SECTION 4:** This Amendment 2 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, Contractor and County have executed this Amendment No. 2 effective April 1, 2022.

[SIGNATURES ON NEXT PAGE]

## CONTRACTOR

By: Kara Snider  
Signature  
Kara Snider  
Printed Name  
Title: Office Manager  
Date: 2/22/22

## CROOK COUNTY

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**IN THE MATTER OF APPOINTMENT  
TO THE CROOK COUNTY  
COMPENSATION COMMITTEE FOR  
ELECTED OFFICIALS**

**ORDER 2022-11**

**WHEREAS**, volunteers are essential to the operation of the County government; and

**WHEREAS**, the Crook County Court has carefully considered the skills and talents of the applicants and the needs of the committee-required appointments; and

**IT IS HEREBY ORDERED** that the Crook County Court make the following appointments to the Crook County Compensation Committee.

<b>APPOINTEE</b>	<b>TERM</b>	<b>OATH</b>
<u>Tobias Joyce</u> Appointed by Judge Crawford	Expires 12.31.2022	No
<u>Eric Klann</u> Appointed by Commissioner Brummer	Expires 12.31.2022	No
<u>Liz Schuette</u> Appointed by Commissioner Barney	Expires 12.31.2022	No

DATED this 16<sup>th</sup> day of March 2022.

CROOK COUNTY COURT

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

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

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





**Oregon State**  
University

**Extension and Engagement  
Crook County**

498 SE Lynn Blvd.  
Prineville, OR 97754

C 541-829-1270  
nicole.strong@oregonstate.edu

3/16/2022

Dear Crook County Community Member,

We are reaching out to you as a respected and engaged individual in the community to invite you to participate in a collaborative effort to better understand Crook County needs. By joining the **Crook County Community Assessment Alliance Stakeholder Advisory Committee**, you can help us improve the services and programs offered throughout Crook County.

The Crook County Community Assessment is a multi-stakeholder initiative that will capture qualitative and quantitative data to discover issues, concerns and opportunities of relevance to the County. A thorough understanding of the community's values, perspectives and behaviors will help us identify how we can create greater access to existing programs and where we should invest in new programs and services. During the assessment process we will:

- Review current community efforts and priorities
- Build new relationships and encourage synergistic partnerships
- Make recommendations for future program and service priorities
- Intersect urban, suburban and rural boundaries
- Determine not only what, but how program and services should be offered

In order for this process to be effective and representative of all Crook County community members we need your participation. You will be joining a team of committed researchers, educators and fellow local leaders to help us make sure not only that we are asking the right questions, but that we are reaching out in the right ways.

Please let us know if you will be joining this effort by calling or emailing OSU Extension Office Manager Kim Herber at (541) 447-6228 or [kim.herber@oregonstate.edu](mailto:kim.herber@oregonstate.edu) by April 5, 2022.

We are very excited to move forward together towards a prosperous Crook County, and we thank you for your consideration of this request.

Nicole A. Strong  
Regional Director, Central Region  
Oregon State University

Seth Crawford  
County Judge  
Crook County Court

Jerry Brummer  
County Commissioner  
Crook County Court

Brian Barney  
County Commissioner  
Crook County Court

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

**IN THE MATTER OF**

**ORDER #2022-08**

Accepting revenue, changing related appropriations, line  
item adjustments and changing expenditure budget  
appropriations for County Funds for Fiscal Year 2021-22

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

BE IT THEREFORE ORDERED that the Crook County Court hereby adopts this Order for the increases/decreases in revenues and expenditures for the purposes shown in the attached "Exhibit A" and makes the changes in appropriation for the fiscal year ending June 30, 2022.

DATED this 16<sup>th</sup> day of March 2022.

CROOK COUNTY COURT:

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SETH CRAWFORD, County Judge

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JERRY BRUMMER, County Commissioner

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BRIAN BARNEY, County Commissioner

## Exhibit A for Court Order 2022-08

Fund	Department	Current Budget	Change	Revised Budget
Health Services	Grant Programs	3,707,150	471,503	4,178,653

*Appropriation of grant resources awarded after the adoption of the FY 2022 budget*

Health Grant Programs			Total	\$ 471,503
	Description	Change	GL Number	Amount
	Miscellaneous Revenue	Increase	301-1409-343.43-16	109,203
	Personnel	Increase	301-1409-510.01-06	104,121
	Materials & Services	Increase	301-1409-520.15-19	5,082
	Miscellaneous Revenue	Increase	301-1409-343.43-16	109,203
	Personnel	Increase	301-1409-510.01-06	104,121
	Materials & Services	Increase	301-1409-520.15-19	5,082
	Indirect Federal Grant Revenue	Increase	301-1423-322.32-46	92,497
	Personnel	Increase	301-1423-510.01-22	36,410
	Personnel - Associated Benefits	Increase	301-1423-510.02-01	21,161
	Materials & Services	Increase	301-1423-520.15-19	4,516
	Materials & Services	Increase	301-1423-520.25-06	545
	Materials & Services	Increase	301-1423-520.35-13	10,000
	Materials & Services	Increase	301-1423-520.40-17	500
	Materials & Services	Increase	301-1423-520.45.03	8,085
	Materials & Services	Increase	301-1423-520.45.04	2,815
	Materials & Services	Increase	301-1423-520.66-99	8,465
	Indirect Federal Grant Revenue	Increase	301-1423-322.32-46	35,624
	Personnel	Increase	301-1423-510.01-22	23,723
	Personnel - Associated Benefits	Increase	301-1423-510.02-01	8,568
	Materials & Services	Increase	301-1423-520.15-19	284
	Materials & Services	Increase	301-1423-520.66-99	3,049
	Federal Grant Revenue	Increase	301-1426-322.00-00	124,976
	Personnel	Increase	301-1426-510.01-22	11,000
	Materials & Services	Increase	301-1426-520.15-19	8,850
	Materials & Services	Increase	301-1426-520.35-13	105,126

## Exhibit A for Court Order 2022-08

Fund	Department	Current Budget	Change	Revised Budget
Health Services	Grant Programs	3,707,150	471,503	4,178,653

*Appropriation of grant resources awarded after the adoption of the FY 2022 budget*

Health Grant Programs			Total	\$ 471,503
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	Materials & Services	Increase	301-1409-520.15-19	5,082
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	Personnel	Increase	301-1423-510.01-22	36,410
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	Materials & Services	Increase	301-1423-520.25-06	545
	Materials & Services	Increase	301-1423-520.35-13	10,000
	Materials & Services	Increase	301-1423-520.40-17	500
	Materials & Services	Increase	301-1423-520.45.03	8,085
	Materials & Services	Increase	301-1423-520.45.04	2,815
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	Federal Grant Revenue	Increase	301-1426-322.00-00	124,976
	Personnel	Increase	301-1426-510.01-22	11,000
	Materials & Services	Increase	301-1426-520.15-19	8,850
	Materials & Services	Increase	301-1426-520.35-13	105,126



2022-01

*Submittal Amount Summary*

NAME/COMPANY	BID AMOUNT	VERIFIED
ALBINA OIL	494,700.00	RF0

BIDDER'S SUBMITTAL

SCHEDULE RATES: OPERATOR AND EQUIPMENT.

Instructions: Include the cost per hour of equipment and operator for each district, based on the equipment that is best suited for that area.

The County will only accept bids that meet all the specifications and details listed in **Attachment 2**. Bids which propose for only some specifications and details will not be accepted.

Be certain to sign this Submittal where indicated.

This Bidder's Submittal serves as Attachment 1 to the Contract.

**Crook County Chip Seal Oil Project  
Purchase and Application of Chip Seal Oil  
Contract No.: 2022-01**

Name of Bidder ALBINA ASPHALT

Address 801 MAIN STREET

City VANCOUVER State WA Zip 98660

Phone # 360-816-8536

Email address KYLE.ABENTSON@ALBENA.COM

CONTRACT NO. 2021-01

PROJECT TITLE: Crook County Chip Seal Oil Project – Purchase and Application

DESCRIPTION	Unit Price	Quantity	Total Dollar Amt
HFRS-P2/HFE-100S Chip Seal Oil	\$ 610.00	770 Tons	\$ 469,700.00
Freight	\$ 32.50	770 TONS	\$ 25,025.00

DESCRIPTION	Hourly Price	Amt of Hours	Total Dollar Amt
Supply Distributor Truck and Operator for Application (cost per hour of equipment and operator for each district)	\$ 275.00		
Total			\$ 494,725.00

In case of discrepancy between unit prices and totals, the unit price will prevail.

**To the Crook County Court, Crook County, Oregon:**

**The undersigned, as bidder, declares that:**

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal; and
- The only persons or parties interested in this proposal as principals are those named in this proposal; and
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted; and
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it; and
- The bidder is satisfied as to the quantities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these quantities and conditions; and
- The bidder has reviewed, and or is familiar with and agrees to abide by the terms and provisions of Crook County Code, Chapter 3.12 as amended relating to the Crook County Purchasing Rules and Procedures.

**The bidder also proposes and agrees that:**

- If the Crook County Court accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer or representative from Crook County; and
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule/Summary of Costs" bound in this proposal; and

**The bidder also certifies to the following:**

**A. Non-Collusion Certification:** By signing this proposal, bidder certifies that:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement; and
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals; and

- He/she/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

---

- The bidder will have a drug testing policy in place at time of contract award; and
- The bidder shall maintain the drug testing policy for the duration of the contract; and

- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

**G. Statement Regarding Certifications**

- The bidder understands and acknowledges that the above representations are material and important, and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated as fraudulent concealment from the Crook County Court of the true facts relating to the submission of proposals for this project.

**The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.**

<u>ALICIA ASPHART</u>		<u>93-0466510</u>
(Bidder's Name)		(Bidder's Federal Tax ID Number)
By <u>[Signature]</u>	← <b>SIGN HERE</b>	
<u>KYLE ARNTSON</u>		<u>MARCH 2</u> , 20 <u>22</u>
(Printed Name)	(Title of Signer)	(Date)

2022-02

*Submittal Amount Summary*

NAME/COMPANY	BID AMOUNT	VERIFIED
SMAF Construction	167,332.50	CEO

BIDDER'S SUBMITTAL

Instructions: The County will only accept bids which meet all the specifications and details listed in Attachment 2. Bids which propose only some specifications and details will not be accepted unless no other bids are received.

Be certain to sign this Submittal where indicated. This Bidder's Submittal serves as Attachment 1 to the Contract.

DESCRIPTION OF MATERIALS AND SERVICES	UNIT PRICE	TOTAL PRICE
6,750 Tons of 3/8" - 4 Uncoated Chip Seal Rock Delivered to Crook County Landfill Stockpile Site (Houston Lake Road, Prineville, Oregon)	24.79 / ton	\$ 167,332.50

Please answer / affirm the following statements on separate pages and attach to the Bidder Submittal.

A. Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this Bidder's Packet. yes

B. A statement identifying whether or not the bidder is "resident bidder" as defined in ORS 279A.120(1). Yes X No \_\_\_\_\_

C. Contractor's certification of non-discrimination in obtaining required subcontractors in accordance with ORS 279A.110(4).

D. Describe your good faith efforts to employ local workers for the work. We are based in Prineville + most our employees live in Prineville + Central Oregon.

E. Contractor will obtain all necessary operating permits and licenses to do the work, and shall carry insurance as required by the County. yes

G. Contractor possesses an unexpired certificate issued by the Oregon Department of Administrative Services issued under ORS 279A.167 unless Contractor is exempt under ORS 279B.110. yes

**The name of the Contractor who is submitting this Proposal is:**

Bidding Firm: SMAF Construction LLC

Address: P.O. Box 672 Prineville, OR 97754

Date: 3-3-22 Phone Number: 541-447-5643

Email: ScottP@WHHSMAF.com

**This is the address to which all communications concerning this Proposal shall be sent.**

IN WITNESS HERETO, the undersigned has set his/her hand this 3<sup>rd</sup> day of March, 2022.

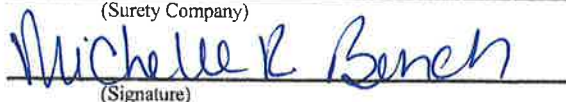
Scott Portly  
Signature of Contractor

Scott Portly  
Print Name

Title: member

**PROPOSAL BOND****Crook County Chip Seal Rock Preparation and Delivery  
Contract No.: 2022-02****KNOW ALL MEN BY THESE PRESENTS**, that OLD REPUBLIC SURETY COMPANYa surety company duly organized under the laws of the State of WISCONSIN having its  
principal place of business at PO BOX 1635 MILWAUKEE, WISCONSIN 53201in the State of WISCONSIN, and authorized to do business in the State of Oregon, is held and  
firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal  
for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves,  
our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.The condition of this bond is such that, whereas SMAF CONSTRUCTION, LLC (Bidder) is herewith  
submitting its proposal for the following work, to wit: 6,750 tons of 3/8" – 4 Uncoated Chip Seal Rock  
delivered to Crook County Landfill Stockpile Site, on Houston Lake Road Prineville, Oregon.All work is to be completed by **May 27, 2022.**NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Court, and  
the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said  
contract and furnishes bond and insurance as required by the County within the time fixed by the County,  
then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not  
be impaired or affected by any extension of time within which the County may accept the bid or the  
required submittals, and Surety waives notice of any such extensions.Signed and sealed this 3rd day of MARCH, 2022.**SURETY**OLD REPUBLIC SURETY COMPANY

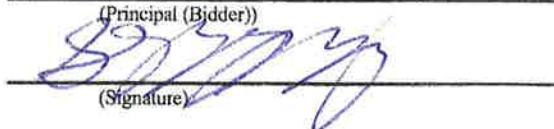
(Surety Company)

  
(Signature)

MICHELLE R. BENCH, ATTORNEY-IN-FACT

**PRINCIPAL**SMAF CONSTRUCTION, LLC

(Principal (Bidder))

  
(Signature)



**IDENTIFICATION OF BIDDER(S) SURETIES**  
**Crook County Chip Seal Rock Preparation and Delivery**  
**Contract No.: 2022-02**

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

SMAF construction LLC  
 (Enter "an individual", partnership, "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name Same  
 PLEASE PRINT

at P.O. Box 672 Prineville, OR 97754 541-447-5643  
 (Street) (City) (State) (Zip Code) (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: old Republic Surety Company

Name of Agent : Keith Yam - KFD Agent's Ph: 503-892-0550

Address: 10260 S.W. Greenburg Rd Suite 550 Portland, OR 97223  
 (Street) (City) (State) (Zip Code)

Accompanying this proposal as proposal guaranty is a Proposal Bond in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", "cashier's check", or "certified check").

If the Crook County Court accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Court.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

SMAF construction LLC  
 (Bidder's Name)

By Scott Portly

Scott Portly - member  
 (Typed or Printed Name, and Title of Signer)

← **SIGN HERE**

3-8, 2022  
 (Date)