






## CROOK COUNTY WORK SESSION

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

**Tuesday March 29, 2022 at 9 a.m.**

**Members of the public and media are welcome to attend in person with social distancing  
or via WebEx 1-408-418-9388; Access Code: 2557 624 5694  
Meeting Password: 37qgD2rbpy2**

	<b>Requester</b>	<b>Discussion Matter</b>	<b>Packet Docs</b>
1	PLA1-SRD Board	Request Letter of Support for FLAP Program	
2	Sydney Chandler	Security Training & Proposal from SparkSta	
3	James Savage	Personnel Action Form	
4	Tim Deboodt	Natural Resource Program Support for City of Prineville's Renewable Energy Project	
5	Commissioner Brummer	Letter to AOC – Federal Lands Committee	

	<b>Requester</b>	<b>Executive Discussion Matter</b>	<b>Packet Docs</b>
Exec #1		ORS 192.660(2)(f) To consider <b>information or records</b> that are exempt by law from public inspection	

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

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

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

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

**March 29, 2022 Work Session Agenda**

## Amy Albert

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**From:** Debra Kowalski <debbie.pla1.srd@mail.com>  
**Sent:** Wednesday, March 9, 2022 1:01 PM  
**To:** Amy Albert  
**Subject:** Work Session request appointment

Good morning Amy,

The Prineville Lake Acres - Unit 1 - Special Road District Board would like to set up an appointment/work session with the County Court to discuss the opportunity for applying for a "FLAP" program (**Oregon Federal Lands Access Program**). We were directed by Miranda Lange, P.E., Program Manager, Western Federal Lands, Federal Highway Administration to start at the Crook County Court level first.

As you know, Remington Road is in dire need of repair, plus it is our main street in and out of this area. It is such a **safety issue** at this point, plus the numerous new housing developments currently being constructed within our Subdivision has taken a bigger toll on our roads. Not only does Remington Road service our subdivision, it also is utilized by **many BLM users**, plus the small section of PLA2 located within BLM. As you know, our funding comes from our Assessment on improvements on each of the lots within the SRD Boundary. We are limited on funding because we have a SET RATE, as required by the Special Districts of Oregon. We can't increase our assessment fees, period.

The PLA1 Board has been in the process of determining what its going to cost us to pave 1-mile or less. The majority of the paving would be Remington Road from Davis Loop, up to the Ruger Road & Remington Road intersection. We hope to continue paving around the corner to Derringer Loop, due to having two additional intersections within this small area. We have received two ESTIMATES for the cost paving our portion.

Recently, we had a meeting with BLM in Prineville where they discussed the possibility of PLA1-SRD obtaining a "FLAP" program to help pay for the portion from Ruger Road, all the to the boundary of the BLM property (cattle guard) which would be 2 miles or less. It would be wonderful if we could receive some financial assistance from this program to pave ALL OF REMINGTON ROAD.

It is our understanding, the FLAP program requires the Crook County Court's "SUPPORT" in our project, but also from the Association of Oregon Counties, which I believe the court belongs to.

The goal of our work session/appointment to further explain any other details you may need and to obtain the Court's SUPPORT for our proposal.

I'm not sure when your work sessions are held and time. I would need to get the date to make sure the other board members / paving committee members can attend to help answer any of your questions. Please advise what is available and when.

Thank you,

Debbie Kowalski  
 PLA1-SRD  
 Board Member / Position #1

## IT CONSULTING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on May 1, 2022 between SPARKSTA LLC. ("Consultant"), with its principal place of business located at 111 SW 5th Ave, Suite 2600 Portland, OR 97204 and Crook County Information Technology ("Client"), with its principal place of business located at 203 NE Court St Prineville, OR 97754.

WHEREAS, Consultant is engaged in the business of providing IT consulting services and

WHEREAS, Client wishes to utilize the services of Consultant for IT consulting

NOW, THEREFORE, Consultant and Client agree as follows:

### 1. Scope of Services

Consultant will perform the following cooperative, assistive work ("Consultant's Work" or the "Work") for Client in accordance with the services outlined in Exhibit A.

### 2. Price and Payment Terms

Client agrees to cooperate with Consultant's reasonable requests with respect to the scheduling and performance of the work and to pay Consultant for Consultant's Work as set forth in Exhibit A.

### 3. Term and Termination

This Agreement shall begin on May 1, 2022 and end April 30, 2023. Either party may terminate this agreement provided the terminating party has given the other party at least 60 days written notice of the request to terminate.

### 4. Ownership of Intellectual Property

To the extent that Consultant has received payment of compensation as provided in this Agreement, Consultant hereby assigns to Client all right, title, and interest in any intellectual property created or developed by Consultant for Client under this agreement.

### 5. Confidential Information

- A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Consultant and shall not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's Work.
- B. All information relating to Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client and shall not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.
- C. These obligations of confidentiality shall extend for a period of one (1) year after the termination of this agreement, but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation. This subsection notwithstanding, Consultant shall have a continuing obligation to maintain the confidentiality of Client's internal and email files as described in A above, and that such obligation shall not cease one year after the termination of this agreement.

## **6. Warranty and Disclaimer**

Consultant warrants that Consultant's work will be provided in a skillful manner, and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

## **7. Limitation of Remedies**

Client's sole and exclusive remedy for any claim against Consultant with respect to the quality of Consultant's Work shall be the correction by Consultant of any material defects or deficiencies therein, of which Client notifies Consultant in writing within sixty (60) days after the completion of that portion of Consultant's Work. In the absence of any such notice, Consultant's Work shall be deemed satisfactory and accepted by Client.

## **8. Limitation of Liability**

In no event shall Consultant be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to Consultant's Work, whether in contract, tort, or otherwise, even if Client has been advised of the possibility of such loss or damages. Client further agrees that the total liability of Consultant for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Consultant, whether in contract, tort or otherwise, shall not exceed an amount equal to the amount actually paid by Client to Consultant for Consultant's labor during the six (6) month period preceding the date the claim arises.

## **9. Relation of Parties**

The performance by Consultant of its duties and obligations under this Agreement shall be that of an independent contractor, and nothing herein shall create or imply an agency relationship between Consultant and Client, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties.

## **10. Employee Solicitation/Hiring**

During the period of this agreement and for twelve (12) months thereafter, neither party shall directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" shall include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

## **11. Miscellaneous Provisions**

A. Any dispute arising under this Agreement shall be subject to mediation by a single Mediator, in accordance with its relevant industry rules, if any. The parties agree that this Agreement shall be governed by and construed and interpreted in accordance with the laws of Oregon. The mediation shall be held in Oregon. The Mediator shall have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Mediator may be entered in any Court of competent jurisdiction.

B. If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

D. Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay is caused by events or circumstances beyond the delayed party's reasonable control.

E. The waiver by any party of any breach of covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

F. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

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

\_\_\_\_\_  
Edward Hilder Jr., Partner- SPARKSTA LLC

Date:

\_\_\_\_\_  
Crook County

Date:

## EXHIBIT A / STATEMENT OF WORK

### NETWORK FOUNDATION *OVERSIGHT* SERVICE

Service Type	Detail
<b>Intrasite Oversight</b>	Monitoring and support of VPN:WAN / Private line routing.
<b>Internet Oversight</b>	Monitoring and support of all office site internet connections
<b>Network Switching</b>	Monitoring of switching infrastructure including WAP infrastructure,
<b>Environment Monitoring</b>	Deployment of environment monitor sensors at all server locations, temperature, humidity, and floor water conditions.
<b>Hypervisor Infrastructure Cluster</b>	Monitoring and support of 5 node primary AHV Cluster
<b>Hypervisor Infrastructure Cluster DR</b>	Monitoring and support of 5 node primary AHV Cluster @ DR Site / Courthouse
<b>Standalone VSphere Infrastructure</b>	Monitoring of up to 3 node Hyper-V Auxiliary Cluster
<b>Guest VM Support</b>	Monitoring ONLY and restoration support of all guest VMs on Hypervisor
<b>Disaster Recovery Oversight</b>	Continuous monitoring with Backup Radar, bi-monthly validation of data disaster recovery process.
<b>365 Services Monitoring</b>	Provide monitoring and support to 365 Azure AD Connect
<b>365 Services Security Oversight</b>	Assist with deployment and monitoring of infrastructure
<b>Direct Tier II Network Support</b>	Provide outside advice and assistance to network administrators of up to 12 Hours per month
<b>Project Time Inclusion</b>	Provide credit 50 hours a year towards projects included, accrued monthly.
<b>Direct Tier II Help Desk Support</b>	Provide outside assistance direct to help desk staff, 10 hours per month
<b>Discounted project rate</b>	Projects billed at discounted rate of \$150/hr
<b>Strategy Meetings</b>	Weekly IT strategy meeting participation.
<b>Remote Site Visits</b>	Provide for bi-annual 2 day site visits for remote office, travel expenses NOT included
<b>Emergency Resource Case Assistance</b>	Work directly with IT department to resolve downtime or contamination issues. 100 Hours / Year Included
<b>Total Monthly Rate</b>	<b>\$7250.00</b>

### CURRENT IDENTIFIED PROJECTS

Project Title	Detail	Costs
<b>Credential Management Deployment</b>	Deploy Shared 1Password Privileged Credentials DB	\$0.00
<b>Onsite Review / Documentation</b>	Monitoring and support of all office site internet connections	\$5000.00
<b>PRTG Deployment</b>	Deployment of 5 Node NUC Devices at data center sites	\$3000.00
<b>Environment Sensors</b>	Additional temperature / moisture sensor at data center sites	\$500.00
<b>Deployment of new Firewalls / Routers</b>	Mapping, documentation, configuration, deployment	\$15000.00
<b>Deployment of new WAPs</b>	Configuration of 802.1X	\$5000.00
<b>TOTAL Immediate Project Cost Estimate</b>	Estimated total of initial projects over next 6 months	<b>\$28500.00</b>

### ENGAGEMENT TARGETS

<ul style="list-style-type: none"> <li>Document for Familiarity:               <ul style="list-style-type: none"> <li>Current network configurations</li> <li>WAN / Vendor Relationships</li> <li>Management Processes</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Perpetual Improvement               <ul style="list-style-type: none"> <li>Help direct innovation of controls</li> <li>Provide mentorship and assist with issues.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Assist IT Manager in increasing security configurations:               <ul style="list-style-type: none"> <li>Network Segmentation</li> <li>Edge Device \ Active Directory</li> <li>Microsoft 365 Defender / Intune use</li> </ul> </li> </ul>	Unneeded / Omissions: <ul style="list-style-type: none"> <li>No administration of licensing agreements</li> <li>No onsite staffing</li> <li>No after hours management, emergency assist only</li> <li>No validation or certification of security alignments</li> </ul>
<ul style="list-style-type: none"> <li>Assist IT Manager in Systems Decisions:               <ul style="list-style-type: none"> <li>New hardware purchasing</li> <li>Software evaluation</li> <li>Annual budgeting review</li> </ul> </li> </ul>	



# Crook County

300 NE 3rd Street • Prineville, Oregon 97754  
(541) 447-6555 • (541) 416-3891

March 29, 2022

Senator Ron Wyden  
221 Dirksen Senate Office Bldg.  
Washington, D.C. 20510

Senator Jeff Merkley  
531 Hart Senate Office Building  
Washington, DC 20510

Dear Senator Merkley and Senator Wyden,

As the Coordinator of the Crook County Natural Resources Policy, I am writing today to express support for the City of Prineville's Congressionally Directed Spending request for the Prineville Renewable Energy Project (PREP). The PREP is a proposed 24.9MW biomass power plant that will provide significant environmental, economic, and community benefits. This project is in sync with our Crook County Natural Resources Policy.

Wildfire seasons have become more severe over the past few years. In order to return Oregon forests and rangelands to their historical range of conditions where fire played a more passive role, it is critical that proactive measures be taken to improve forest and rangeland health. These health improvements would reduce the amount and severity of wildfires and the associated damages to life, property, natural resources, air quality and public health impacts from wildfire smoke, as well as improve water quality and quantity in our local watersheds. The PREP offers a solution by creating a market opportunity for the forest residues created by the restoration/treatment of up to 21,000 acres per year.

The PREP aligns with recommendations from Governor Brown's Wildfire Task Force which calls for increasing the number of acres treated for fuels reduction. This recommendation was supported by the 2021 Oregon legislature with the passage of SB 762 which creates a multi-pronged approach to reducing wildfire risk. Biomass is included in Oregon's Renewable Energy Portfolio.

Finally, the PREP will spur economic development in multiple ways that are beneficial to region's economy and residents, including job creation and generation of baseload electricity. The facility is anticipated to create 20 direct jobs, 100 indirect jobs, and 200 temporary jobs during construction. Generation of locally created, renewable baseload electricity will help to alleviate transmission constraints and add needed power capacity to the region without costly, long-term transmission infrastructure improvements. Additionally, the facility will improve community resiliency by creating a potential power source for critical and emergency services in an extreme event such as the Cascadia Event.

In closing, I highly recommend the selection of the PREP for CDS funding and thank you for the opportunity to support this important project.

Sincerely,

Tim Deboodt, PhD  
Coordinator, Crook County Natural Resources Policy

Seth Crawford, Judge

•

Jerry Brummer, Commissioner

•

Brian Barney, Commissioner



# Crook County

Mailing: 300 NE 3<sup>rd</sup> Street • Prineville, Oregon 97754  
Physical: 203 NE Court Street • Prineville, Oregon 97754  
Phone (541) 447-6555

March 29, 2022,

Sent Via Email

Gina Nikkel  
Association of Oregon Counties

Dear Ms. Nikkel,

On behalf of the Crook County Court, we are writing to inform you, Commissioner Brummer will be the voting member of the Federal Lands committee. Please record this letter with the Association of Oregon Counties.

Sincerely,

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Seth Crawford  
County Judge

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Jerry Brummer  
County Commissioner

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Brian Barney  
County Commissioner