

CROOK COUNTY WORK SESSION

Administration Conference Room
203 NE Court Street, Prineville, OR

Tuesday **April 19, 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

	Requester	Discussion Matter	Packet Docs
1	Jon Soliz	CAFFA Grant Submission	
2	Bob O'Neal	Sweeper Purchase for Road Department	✓
3	John Eisler	Scheduling Knife River Appeal Hearing – Appeal #217-22-000540-PLNG	✓
4	John Eisler	Wildlife Services for Fiscal Year 2022-2023	✓
5	Eric Blaine	Discussion on Premium Costs for Supplemental DA's Office Insurance Coverage	✓

	Requester	Executive Discussion Matter	Packet Docs
Exec #1		ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions	✓
Exec #2		ORS 192.660(2)(g) To consider preliminary negotiations regarding trade or commerce in which you are in competition with other states or nations	✓

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*

April 19, 2022 Work Session Agenda

Crook County Counsel's Office

267 NE 2nd St., Ste 200 • Prineville, Oregon 97754 • (541) 416-3919 • FAX (541) 447-6705

MEMO

**For Work Session
April 19, 2022**

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: April 14, 2022

RE: Sweeper Purchase for Road Department
Our File No.: Road 367

The Road Department utilizes two "brooms" or "sweepers" to clean the County's roads. The Road Department has two such vehicles, a 2004 Superior and a 2016 Broce. The 2004 Superior recently broke down and replacement parts are unavailable.

Price quotes were solicited from the only two vendors in the region: PacWest Machinery and Pape Machinery, attached. The quotes include three different Superior vehicles and two Broce vehicles, with varying hours used, features, and prices ranging from \$50,033.58 to \$67,500.

Among the options, Roadmaster O'Neal recommends the Superior Stock Number 821020 with a purchase price of \$65,807. Roadmaster O'Neal recommends this vehicle as representing the one that best serves the interest of the County, considering prices as well as experience, functionality, and suitability.

The Road Department's experience with the 2004 Superior sweeper has been superior to the 2016 Broce. The Broce vehicles come with a friction drum, which the Road Department then swaps out with a direct drive. The broom on the Superior does not need to be replaced and works better. Additionally and more importantly, the County's Broce is frequently in the shop for repairs despite being a much newer model than the Superior. The costs to repair/maintain the Broce and the time out of service for repairs likely exceed any cost savings on the purchase price of the Broce. Currently, there is no space in the shop to repair any Road Department vehicles as the bays are full with other vehicles in need of repair waiting for parts. Moreover, the two Broces available for purchase each have over 500 hours of use. Conversely, the desired Superior model has only 14 hours of previous use, being a demo model.

These sweepers are used frequently. The Road Department's need for a new sweeper is urgent, thus consideration of this purchase is brought during a work session. To fulfill Roadmaster O'Neal's request, I would recommend a motion to approve the purchase of the Superior Stock Number 821020 for \$65,807 from Pape Machinery as representing the option that best serves the interest of the County.

PACWEST MACHINERY

HQ - SEATTLE BRANCH
8207 S. 216TH ST. KENT, WA 98032
PH (206) 762-5933 FAX (206) 763-3117

PORTLAND BRANCH
12955 N.E. SANDY BLVD. 97230
PORTLAND, OR PH (503) 252-5933
FAX (503) 252-1769

SPOKANE BRANCH
3515 N. SULLIVAN RD. SPOKANE
VALLEY, WA 99216 PH (509) 534-5933
FAX (509) 534-5286

EUGENE BRANCH
1550 IRVING RD. EUGENE, OR 97402
PH (541) 302-3762 FAX (541) 302-3763

PASCO BRANCH
1249 N CALIFORNIA AVE. PASCO, WA
99301 PH (509) 547-5933
FAX (509) 547-6338

Quotation

SINCE 1911...THE SOURCE FOR CONTRACTORS IN THE WEST

To:	Crook County Rd. Dept.	Date:	4/12/2022
Attention:	Mr. James Staniford	Proposal No.:	41222EL
Address:	Crook Co, OR	F.O.B. Point:	Delivered to Crook County
Email:	james.staniford@co.crook.or.us	Acceptance Period:	15 Days

In accordance with the terms and conditions stated herein and the following page hereof,
PacWest Machinery offers to sell, furnish and deliver FOB shipping point, the equipment described.

QUANTITY	STOCK #	DESCRIPTION	AMOUNT
1	15424	2019 RJT350 Broce Broom with 1,037 hours with Standard options	\$53,000.00
		Oregon CAT Recovery Fee @ .57%	\$302.10
Total:			\$53,302.10

IMPORTANT: ADDITIONAL TERMS ARE LOCATED ON 2nd PAGE OF THIS DOCUMENT, INCLUDING WARRANTY
AND DISCLAIMER PROVISIONS, ALL OF WHICH SHALL BE CONSIDERED PART OF THIS QUOTATION.

Submitted by: Erik Lillevik

Estimated delivery date after receipt of order &
complete information has been provided.

Accepted by: PacWest Machinery LLC

Accepted (Company): Crook County Rd. Dept.

By: Erik Lillevik

By:

Title: Compact Sales Specialist

Title:

Signature:

Date:

PACWEST MACHINERY

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Quotation

TERMS AND CONDITIONS

1. Proposals to furnish new products, whether in existence or to be manufactured are based on prices, freight rates and other cost factors prevailing at the time of shipment. Prices are subject to increase if increased by the manufacturer before acceptance of order by us. Freight costs, if any, included in proposal are subject to correction if changed by tariff applicable to shipment. Other cost factors, if any, are subject to increase if increased before acceptance of order by us.
2. Delivery estimates are approximate and are based on information from the manufacturer as of the proposal date or the most recent date confirmed. We do not accept liability for delay in manufacture, shipment or delivery.
3. Proposals relating to specific existing products are made subject to prior sale or commitment unless otherwise stated herein.
4. Proposals and sales of used products are "as is" unless otherwise specifically represented and proposed in writing herein. New equipment will be subject to the exact terms set out in the manufacturer's warranty, a copy of which is attached as a part of this proposal.
5. Acceptance of our proposal by the purchaser followed by written acknowledgment by one of our corporate officers constitutes an agreement. The agreement cannot thereafter be modified except in writing signed by one of our corporate officers.
6. An order, once accepted and acknowledged may not be cancelled without our written consent and, if cancelled, purchaser agrees to pay the cancellation charge assessed against us by the manufacturer and our accumulated direct costs.
7. Purchaser accepts responsibility for product purchased *when it is delivered at the FOB point specified in the order* whether to purchaser, carrier, or bailee, whichever occurs first. Purchaser authorizes us to execute on purchaser's behalf shippers or carrier's bill of lading or contract for carriage of product related to shipment.
8. We warrant title to the product sold. The manufacturer of the product sold may extend to the purchaser its standard warranty.

The purchaser shall look to us only for title warranty protection and shall look solely to the manufacturer for any other warranty protection. Except for the above, it is expressly understood and agreed that NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, nor other warranty, express, implied or statutory IS MADE. It is agreed that the particular qualities and characteristics which are not being warranted by us include each and every operating characteristic and quality of the product, it being understood and agreed that the purchase price is based on the purchaser re-lying solely on the manufacturer's warranty protection. Description of the product being sold is for identification only.

9. Under any all circumstance, our Liability (in any case where we may be liable to purchaser) shall be limited to replacement or repair of defective parts or workmanships and excludes any labor necessary to remove or replace any parts when examination discloses to our satisfaction that product was defective under normal use, maintenance and service within one year or warranty period, whichever occurs first from time of delivery /FOB point.
10. If we shall attempt repairs or replacements in any case where we may be liable, we shall be entitled to continue to attempt to remedy defects for so long a time as in our sole judgment such attempt is justified. If the defect is such that we shall determine that repairs or replacements are not practical, purchaser shall have the right to return the product to us and to have refunded the fair market value of the product as established by us in any commercially reasonable manner. The foregoing shall be the purchaser's sole and exclusive remedy against us whether in contract, tort, or otherwise.
11. WE SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY AND IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL OR COMMERCIAL DAMAGES OR ANY OTHER EXCEPT AS STATED HEREIN. OUR LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT SOLD. WHETHER LIABILITY RESULTS FROM BREACH OF WARRANTY CONTRACT, TORT OR ANY OTHER CAUSE WHATSOEVER.
12. No action against us for breach of this contract or any other obligation of ours herein can be commenced after more than one year after the same has accrued, and the one year limitations shall apply without regard to the knowledge or lack of knowledge of any party with respect to breach or damage.
13. Payment of the purchase price is due and payable on the 10th day following delivery of the product to the FOB point unless other specific terms are arranged and approved. If a form of deferred payment plan is used, purchaser agrees to execute documents required and to furnish financial statements or information requested. Terms for deferred payments are subject to approval of seller's credit department. Purchaser it is solvent
14. A service and handling fee at the rate of 1 ½ percent per month, 18% per annum, shall be charged on all sums not paid when due.
15. Title to the within described equipment shall remain in us until such time payment has been made in full. You agree that we shall have a security interest in the equipment to secure payment in accordance with the payment terms set forth in the proposal, and that we shall have all rights of a secured party under the Uniform Commercial Code, including the rights to repossess the equipment and to obtain a deficiency judgment, in the event these payment terms are not met. You agree to execute financing statements if we so require.
16. Our proposal or our order is expressly limited to the terms and conditions herein.
17. Seller shall not be liable for the cost of any changes related to inspections, testing and / or modification necessary to conform to specific codes, ordinances, or regulations.
18. The agreement shall be interpreted to the laws of the state in which the branch of the seller is located, and venue of any action arising out of or in connection with this agreement shall be in the county and state where the branch of seller is located.

Signature: _____

Date: _____

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To:	Crook County Rd. Dept.	Date:	4/12/2022
Attention:	Mr. James Staniford	Proposal No.:	41322EL
Address:	Crook Co, OR	F.O.B. Point:	Delivered to Crook County
Email:	james.staniford@co.crook.or.us	Acceptance Period:	15 Days

In accordance with the terms and conditions stated herein and the following page hereof,
PacWest Machinery offers to sell, furnish and deliver FOB shipping point, the equipment described.

QUANTITY	STOCK #	DESCRIPTION	AMOUNT
1	12905	2021 RJT350 Broce Broom with 541 hours with Standard options	\$49,750.00
		Oregon CAT Recovery Fee @ .57%	\$283.58
Total:			\$50,033.58

IMPORTANT: ADDITIONAL TERMS ARE LOCATED ON 2nd PAGE OF THIS DOCUMENT, INCLUDING WARRANTY
AND DISCLAIMER PROVISIONS, ALL OF WHICH SHALL BE CONSIDERED PART OF THIS QUOTATION.

Submitted by:	Erik Lillevik	Estimated delivery date after receipt of order & complete information has been provided.
Accepted by:	PacWest Machinery LLC	Accepted (Company): Crook County Rd. Dept.
By:	Erik Lillevik	By:
Title:	Compact Sales Specialist	Title:

Signature: _____ Date: _____

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2. Delivery estimates are approximate and are based on information from the manufacturer as of the proposal date or the most recent date confirmed. We do not accept liability for delay in manufacture, shipment or delivery.
3. Proposals relating to specific existing products are made subject to prior sale or commitment unless otherwise stated herein.
4. Proposals and sales of used products are "as is" unless otherwise specifically represented and proposed in writing herein. New equipment will be subject to the exact terms set out in the manufacturer's warranty, a copy of which is attached as a part of this proposal.
5. Acceptance of our proposal by the purchaser followed by written acknowledgment by one of our corporate officers constitutes an agreement. The agreement cannot thereafter be modified except in writing signed by one of our corporate officers.
6. An order, once accepted and acknowledged may not be cancelled without our written consent and, if cancelled, purchaser agrees to pay the cancellation charge assessed against us by the manufacturer and our accumulated direct costs.
7. Purchaser accepts responsibility for product purchased *when it is delivered at the FOB point specified in the order* whether to purchaser, carrier, or bailee, whichever occurs first. Purchaser authorizes us to execute on purchaser's behalf shippers or carrier's bill of lading or contract for carriage of product related to shipment.
8. We warrant title to the product sold. The manufacturer of the product sold may extend to the purchaser its standard warranty.

The purchaser shall look to us only for title warranty protection and shall look solely to the manufacturer for any other warranty protection. Except for the above, it is expressly understood and agreed that NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, nor other warranty, express, implied or statutory IS MADE. It is agreed that the particular qualities and characteristics which are not being warranted by us include each and every operating characteristic and quality of the product, it being understood and agreed that the purchase price is based on the purchaser re-lying solely on the manufacturer's warranty protection. Description of the product being sold is for identification only.

9. Under any all circumstance, our Liability (in any case where we may be liable to purchaser) shall be limited to replacement or repair of defective parts or workmanships and excludes any labor necessary to remove or replace any parts when examination discloses to our satisfaction that product was defective under normal use, maintenance and service within one year or warranty period, whichever occurs first from time of delivery /FOB point.
10. If we shall attempt repairs or replacements in any case where we may be liable, we shall be entitled to continue to attempt to remedy defects for so long a time as in our sole judgment such attempt is justified. If the defect is such that we shall determine that repairs or replacements are not practical, purchaser shall have the right to return the product to us and to have refunded the fair market value of the product as established by us in any commercially reasonable manner. The foregoing shall be the purchaser's sole and exclusive remedy against us whether in contract, tort, or otherwise.
11. WE SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY AND IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL OR COMMERCIAL DAMAGES OR ANY OTHER EXCEPT AS STATED HEREIN. OUR LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT SOLD. WHETHER LIABILITY RESULTS FROM BREACH OF WARRANTY CONTRACT, TORT OR ANY OTHER CAUSE WHATSOEVER.
12. No action against us for breach of this contract or any other obligation of ours herein can be commenced after more than one year after the same has accrued, and the one year limitations shall apply without regard to the knowledge or lack of knowledge of any party with respect to breach or damage.
13. Payment of the purchase price is due and payable on the 10th day following delivery of the product to the FOB point unless other specific terms are arranged and approved. If a form of deferred payment plan is used, purchaser agrees to execute documents required and to furnish financial statements or information requested. Terms for deferred payments are subject to approval of seller's credit department. Purchaser is solvent.
14. A service and handling fee at the rate of 1 ½ percent per month, 18% per annum, shall be charged on all sums not paid when due.
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16. Our proposal or our order is expressly limited to the terms and conditions herein.
17. Seller shall not be liable for the cost of any changes related to inspections, testing and / or modification necessary to conform to specific codes, ordinances, or regulations.
18. The agreement shall be interpreted to the laws of the state in which the branch of the seller is located, and venue of any action arising out of or in connection with this agreement shall be in the county and state where the branch of seller is located.

Signature: _____

Date: _____

Quote Summary

Prepared For:

CROOK COUNTY ROAD DEPT
 300604 MCKAY RD
 PRINEVILLE, OR 97754
 Business: 541-593-7282

Prepared By:

JAMES BRIERLEY
 Pape Machinery, Inc.
 20434 Ne Cady Way
 Bend, OR 97701
 Phone: 541-389-5869
 Mobile: 541-419-2738
 jbrierley@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 26449674
Created On: 11 April 2022
Last Modified On: 11 April 2022
Expiration Date: 21 September 2022

Equipment Summary

Selling Price	Qty	Extended
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SUPERIOR AC,FT4 ENG, 198 hrs
 POLY,170G TANK,LIGHT GP - 820763

\$ 58,500.00 X	1 =	\$ 58,500.00
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SUPERIOR AC,FT4 ENG, 19 hrs
 POLY,170G TANK,LIGHT GP - 821021

\$ 67,500.00 X	1 =	\$ 67,500.00
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SUPERIOR AC,FT4 ENG, 14 hrs
 POLY,170G TANK,LIGHT GP - 821020

\$ 65,807.00 X	1 =	\$ 65,807.00
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Equipment Total
\$ 191,807.00
Quote Summary

Equipment Total	\$ 191,807.00
OR CAT TAX	\$ 228.15
SubTotal	\$ 192,035.15
Total	\$ 192,035.15
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 192,035.15

Salesperson : X _____

(100K LEFT)
 Confidential

Accepted By : X _____

Selling Equipment

Quote Id: 26449674

Customer: CROOK COUNTY ROAD DEPT

SUPERIOR AC,FT4 ENG,POLY,170G TANK,LIGHT GP - 820763

Hours: 198
Stock Number: 820763

Code	Description	Qty
MODEL DT74	SUPERIOR AC,FT4 ENG,POLY,170G TANK,LIGHT GP	1

Standard Options - Per Unit

ENGINE/REAR	TURBO PRECLEANER,STROBE LIGHT,	1
ENGINE,8'	ALL POLY BRUSH,CAB W/FRONT	1
EQUIPPED W	74 HP TIER 4 FINAL JD DIESEL	1
LBS	LBS	1
MIRRORS,SI	DE WORK LIGHTS,170 GALLON	1
REAR WINDO	W WIPER AND WASHER,WEST COAST	1
SUSPENSION	SEAT,LIGHT GRP,WEIGHT 6,500	1
WATER SYS,	EXTENSION AIR CLEANER,STACK,	1
WIPER, A/C	,HEATER AND DEFROSTER FAN,	1

SUPERIOR AC,FT4 ENG,POLY,170G TANK,LIGHT GP - 821021**Equipment Notes:**

Hours: 19
Stock Number: 821021

Code	Description	Qty
S/N 821021	SUPERIOR AC,FT4 ENG,POLY,170G TANK,LIGHT GP	1

Standard Options - Per Unit

6,500 LBS	6,500 LBS	1
COAST MIRR	ORS,SUSPENSION SEAT,170 GALLON	1
ENGINE/REAR	TURBO PRECLEANER,LIGHT GRP,	1
ENGINE S/N	PE4045U132457	1
ENGINE,8'	POLY WAFFER BRUSH,CAB W/ FRONT	1
EQUIPPED W	74 HP TIER 4 FINAL JD DIESEL	1

Selling Equipment

Quote Id: 26449674 Customer: CROOK COUNTY ROAD DEPT

FAN, REAR	WINDOW WIPER WASHER, WEST	1
STROBE LIG	HT, SIDE WORK LIGHTS, WEIGHT	1
WATER SYS,	EXTENSION AIR CLEANER STACK,	1
WIPER & WA	SHER, A/C, HEATER & DEFROSTER	1

SUPERIOR AC, FT4 ENG, POLY, 170G TANK, LIGHT GP - 821020

Equipment Notes:

Hours: 14

Stock Number: 821020

Code	Description	Qty
S/N:821020	SUPERIOR AC, FT4 ENG, POLY, 170G TANK, LIGHT GP	1

Standard Options - Per Unit

6,500 LBS	6,500 LBS	1
ENGINEAIRE	TURBO PRECLEANER, LIGHT GRP,	1
ENGINE S/N	:PE4045U132454	1
ENGINE, 8'	POLY WAFER BRUSH, CAB W/ FRONT	1
EQUIPPED W	74 HP TIER 4 FINAL JD DIESEL	1
MIRRORS, SU	SPENSION SEAT, 170 GALLON WATER	1
REAR WINDO	W WIPER & WASHER, WEST COAST	1
STROBE LIG	HT, SIDE WORK LIGHTS, WEIGHT	1
SYS, EXTENS	ION AIR CLEANER STACK,	1
WIPER & WA	SHER, A/C, HEATER & DEFROSTER	1

Notice: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Quote Id: 26449674

Prepared For:
CROOK COUNTY ROAD DEPT



Prepared By: **JAMES BRIERLEY**

Pape Machinery, Inc.
20434 Ne Cady Way
Bend, OR 97701

Tel: 541-389-5869
Mobile Phone: 541-419-2738
Fax: 541-389-5081
Email: jbrierley@papemachinery.com

Crook County Counsel's Office

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MEMO

**For Work Session
April 19, 2022**

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: April 11, 2022

RE: Scheduling Knife River appeal hearing – Appeal #217-22-000540-PLNG
Our File No.: Comm Dev 72

The County received an Appeal Petition (the "Appeal") from Matt Ropp of Knife River Corporation – Northwest regarding conditional use permit application # 217-21-000573.

Pursuant to our County Code at CCC 18.172.110(10), following the planning director's determination that the appeal is complete and proper, a time and date for the hearing shall be set no later than 60 calendar days following the receipt of notice of appeal.

The appeal was received on April 6, 2022. Sixty days from that date is June 5, 2022. The County Court has a regularly scheduled meeting conveniently set for June 1, 2022. Setting the hearing date will establish various administrative duties of the County and deadlines for the parties.

The purpose of this memo is for the County Court to set the appeal hearing for a time and date certain. With that date, staff will prepare the required notices. Any consideration of the merits of the appeal is limited to the public hearing.

Please let me know if you have any questions.

Crook County Counsel's Office

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MEMO

**For Work Session
April 19, 2022**

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: April 11, 2022

RE: FY22/23 Wildlife Services
Our File No.: Ct. Contracts 157(B)

Last year the County switched its wildlife services provider from the USDA-APHIS to Belozar's Outdoor Enterprises, LLC. The agreement expires at the end of June 2023, with a termination for convenience provision upon 30 days' notice. The current fee is \$54,000 per year.

USDA-APHIS recently reached out to the County regarding the wildlife services plan for the upcoming fiscal year. Their letter is attached. The amount they are requesting is \$59,000 per year, with a "cost share" by state/federal agencies of \$26,354.

The purpose of this memo is to determine the County Court's preference for wildlife services this year. Mr. Belozar has been in compliance with his contractual obligations and our office has not received any complaints. It did come to our attention recently that Mr. Belozar's services for "nuisance wildlife" do not include birds, which can be a problem at the landfill and airport.

Were the County to switch providers, arrangements should be made before the end of May. Please let me know if you have any questions.



United States Department of Agriculture

United States
Department of
Agriculture

Wildlife Services

6035 NE 78th Ct.
Suite 100
Portland, OR 97218

Date April 04, 2022

Crook County
C/O Eric Blaine
300 NE 3rd St
Prineville, OR 97554

Subject: FY 2022-2023 Wildlife Services Budget Request

Dear Eric,

USDA-APHIS-Wildlife Services (WS) appreciates the support of Crook County and the opportunity to provide service to individuals in the County. WS is grateful for the collective support of the Association of Oregon Counties (AOC), our individual county partners, cooperators, and many stakeholders who have made their support of our services known as we start this budget session. Our assistance with wildlife conflicts is primarily focused on livestock and other agricultural resource protection but also includes wildlife threats to human health and safety, protection of public and private property and assisting agencies with natural resource protection. The intent of this letter is to convey information that will assist with the County's budget planning process for the upcoming county fiscal year.

Our proposed budget request (see attachment) for July 1, 2022 – June 30, 2023 is **\$59,000**. This funding request indicates the amount needed to provide the level of service you had in previous years. If the county commission would like to utilize our services again and approves the budget amount, please let us know and we will send you a final agreement for signature. We do need a commitment or letter of intent by June 30th, to ensure we can continue services beyond June 30th.


The attached budget sheet identifies the amount of state and federal funds anticipated to offset the costs to the county. The amount of state and federal funds will be confirmed when the respective budgets are finalized and approved. The state and federal funds are distributed equitably to the participating counties. The equitable distribution of the state and federal funds ("Shares") is proportional to the amount of funding provided by each county. Counties that pay more for service, receive more in shares.

WS is keenly aware of the funding challenges County Officials are faced with and are committed to respond to your requests for assistance. We continue to work with federal and state agencies to ensure we provide sound wildlife damage management actions that are consistent with applicable federal and state laws, including the Endangered Species Act. We will collaborate with you on the budget process and make reasonable adjustments, if needed, to continue our long-standing relationship with Crook County and provide the best level of service we can with such adjustments.

I want to thank your county for the continued support of the USDA-APHIS-Wildlife Services program. That support is vital to our combined ability to provide services to individuals throughout the state. WS looks forward to continuing to serve the County to the best of our ability. Please contact the USDA-WS Oregon State Office, State Director Jeffrey B. Flores at (971) 334-6151 or District Supervisor Shane Koyle at (541) 963-7947 should you have any questions.

Sincerely,

**JEFFREY
FLORES**



Digitally signed by JEFFREY FLORES
DN: c=US, o=U.S. Government,
ou=Department of Agriculture,
cn=JEFFREY FLORES,
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Date: 2022.04.04 16:07:00 -07'00'

Jeffrey Flores
Oregon State Director

Attachments: Financial Plan Crook County

CC: Drenda Howatt, AOC Legislative Manager

FINANCIAL PLAN

For the disbursement of funds from

Crook - County

to

USDA APHIS Wildlife Services

for

Predator Management: coyote, bear, cougar etc.

from

7/1/2022

to

6/30/2023

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal and State)	Full Cost
Personnel Compensation	\$ 31,749.85	\$ 23,718.60	\$ 55,468.45
Travel	\$ -	\$ -	\$ -
Vehicles	\$ 7,241.75	\$ 2,635.40	\$ 9,877.15
Other Services	\$ 4,380.00	\$ -	\$ 4,380.00
Supplies and Materials	\$ 3,030.28	\$ -	\$ 3,030.28
Equipment	\$ -	\$ -	\$ -

Subtotal (Direct Charges)	\$ 46,401.89	\$ 26,354.00	\$ 72,755.89
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Pooled Job Costs	11.00%	\$ 5,104.21		\$ 5,104.21
Indirect Costs	16.15%	\$ 7,493.90		\$ 7,493.90
Aviation Flat Rate Collection		\$ -		\$ -
Agreement Total		\$ 59,000.00	\$ 26,354.00	\$ 85,354.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$59,000.00. The Cost Share amount is \$26,354.00. This is an estimate based on available State and Federal funding and may be adjusted accordingly.

PREMIUM QUOTATIONS
National Specialty Insurance Company
National Association of Salaried Professionals Purchasing Group, Inc.
NDAA LAWYERS PROFESSIONAL LIABILITY INSURANCE

DATE: April 13, 2022

DATE OF EXPIRATION: N/A

ENDORSEMENT NO. NEW

ATTENTION:

days.

PLEASE NOTE: This quote is valid for a period of 30

Ms. Kari Hathorn
Crook County District Attorney
300 NE Third Street
Prineville, OR 97754

RE: NDAA INSURANCE PREMIUM QUOTATIONS
INSURED: CROOK COUNTY DISTRICT ATTORNEY

Dear Ms. Hathorn

Based upon the information provided in your insurance application, the following are premium quotations based on various limits of liability. Please indicate the coverages desired by checking off the appropriate sections, signing this form where requested and returning the form along with your PREMIUM PAYMENT.

PLEASE NOTE: COVERAGE A - LAWYERS PROFESSIONAL LIABILITY COVERAGE
also includes the following coverages:

A1. Professional Liability:
(Limits and deductibles at option chosen)
A2. Personal Injury Liability:
(Limits and deductibles at option chosen)

A3. Social Engineering:
(Limits at 25% of A1-max \$250,000, deductible at option chosen)
A4. Disciplinary Proceedings Costs:
(All options - \$10,000 limit each claim, \$500 deductible each claim)

PREMIUM

COVERAGE A.1. LAWYERS PROFESSIONAL LIABILITY COVERAGE (\$ deductible each claim)

\$ limits

\$ Not Quoted []

COVERAGE A.4. DISCIPLINARY PROCEEDINGS COSTS (costs of defense only) (\$1,000 deductible each claim)

\$10,000 each claim/\$20,000 aggregate
\$15,000 each claim/\$30,000 aggregate
\$25,000 each claim/\$50,000 aggregate

\$1,500.00 []
\$2,250.00 []
\$2,700.00 []

COVERAGE A.5. CONTEMPT DEFENSE COVERAGE (\$ deductible each claim)

\$ limits

\$ Not Quoted []

COVERAGE A.6. CRIMINAL DEFENSE COVERAGE (\$ deductible each claim)

\$ limits

\$ Not Quoted []

COVERAGE A.7. INJUNCTIVE RELIEF COVERAGE (\$ deductible each claim)

\$ limits

\$ Not Quoted []

COVERAGE A.8. PUNITIVE DAMAGE COVERAGE

\$ deductible each claim, if claim seeks punitive or exemplary damages only.
If claim seeks compensatory and punitive or exemplary damages, then the applicable deductible amount as stated on the declaration page of the policy shall apply.

\$ limits

\$ Not Quoted []

COVERAGE B.1. EMPLOYMENT PRACTICES COVERAGE (\$ deductible each claim)

\$ limits

\$ Not Quoted []

PRIOR ACTS COVERAGE

Your organization would be purchasing the following Coverage(s) for the first time:

Employment Practices Coverage, Injunctive Relief Defense Coverage, Criminal Defense Coverage, Contempt Defense Coverage, Punitive Damages Coverage

The premium quotations provided for these new coverages are for RETROACTIVE DATE INCEPTION (coverage would not apply to any claims arising from acts, errors or omissions committed or alleged to have been committed prior to the effective date of the coverage). Coverage for prior acts is available on the following basis depending upon the number of years such coverage is sought.

CYBER LIABILITY COVERAGE

C1. Privacy Law Violations and C2. Security Breach Violations

C3. Privacy Notification Expense, C4. Network Extortion Threat Expense and C5. Governmental and Regulatory Proceedings
(at the specified limits below marked by asterisk*)

Limit of Liability
per claim/aggregate

**Annual
Premium**

Select

Not Quoted

The deductible for Cyber Liability Coverage will be the same as the deductible chosen for Coverage A.1. Professional Liability. C1. Privacy Law Violations and C2. Security Breach Violations with limits of \$50,000 each claim/\$50,000 in the aggregate is included in the policy.

PLEASE NOTE:

If Premium Financing is required due to budgeting constraints, please contact Complete Equity Markets, Inc. to make necessary arrangements.

This is an indication and is subject to receipt of the fully completed and acceptable NDAA Application.

Special Conditions and Exclusions:

The NDAA Lawyers Professional Liability Insurance Policy is underwritten by the following insurance carrier(s): National Specialty Insurance Company

This coverage is a benefit of NDAA membership. It is required Insureds be NDAA members in good standing.

[X] Please indicate whether you would like your policy sent via e-mail [] or regular postal mail [].

This policy is issued through the National Association of Salaried Professionals Purchasing Group and is subject to Illinois Laws and Regulations.

A. Insert total premium for all option(s) chosen (This is the total to remit):

\$ _____

Please remit your check for the full premium made payable to:

NDAA Insurance Services

Attention: Mike Powell
1190 Flex Court, Lake Zurich, IL 60047
Phone: (847) 541-0900 Toll-free: (800) 323-6234 Fax: (847) 541-0444

Date processed

Name of person completing form

NDAA INSURANCE SERVICES

DECLARATION/CERTIFICATION

I/We hereby declare that, after inquiry, there have been no changes, modifications, alterations or additions to any of the facts or information as set out in the Applicant's answers in the proposal form dated:

Furthermore, I declare that I am unaware of any pending claims and/or circumstance which may give rise to a claim against myself or my firm at this time.

By:

Organization

Signature

Title

Date