



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, May 18, 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 May 3, 2022 and May 10, 2022 Work Session; May 4, 2022 Regular Meeting and April 28, 2022 Public Hearing
2. Approve Personnel Action Form for Leah Flegel
3. Approve Extension/Amendment of Janitorial Services
4. Approve Chronic Disease Prevention Marketing Consultant Contract w/ Quon
5. Approve Am #1 to IGA w/ Jefferson County for Jail Bed Rentals
6. Approve IGA #169507: Financing of Public Health (Am #7)
7. Approve Amendment 1 to GIS/OID IGA
8. Approve Amendment #8 to IGA w/ David Allen for Family Law Mediation Services
9. Approve Extension #1 for Pharmacy Consulting/Audit Services w/Dellera-Storo
10. Approve CCHC Pre-Work GMP w/ Kirby Naglehout

SCHEDULED APPEARANCES – None Scheduled

DISCUSSION

11. PUBLIC HEARING: Order 2022-18 Supplemental Budget Bowman Museum Requester: Jamie Berger
12. PUBLIC HEARING: Order 2022-19 Supplemental Budget Resolution FY 21-22 Requester: Jamie Berger
13. Order 2022-17, Bar Complaint Reimbursement Policy Requester: Eric Blaine
14. Review Amendment #3 to IGA 173132, Community Mental Health Program Funding Agreement Requester: Eric Blaine

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 MAY 3, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on May 3, 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 and Commissioner Jerry Brummer

Absentees: Commissioner Brian Barney

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Director Katie Plumb; Director Dodge Kerr; Budget Analyst Jamie Berger and Account Tech Michaela Edwards.

WORK SESSION

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

Agenda Item #1, Health Department Wage Revision: Health Department Director Katie Plumb asked for approval from the Court to retroactively move Leah Flegel two steps. Ms. Flegel has been a nurse at the Health Department for seven years, after the compensation study Ms. Flegel was at step one, when she should have been at step two. This step increase has been built into the budget and will be approved at the May 18th County Court meeting.

Additional Item: Legal Counsel John Eisler received a request to move the TSR North appeal hearing to August 17th, as there has not been a decision by LUBA.

MOTION to continue 217 2100 321 PLNG TSR North for a time and date certain of August 17th at 9:00 a.m. Motion seconded. No further discussion. Motion carried 3-0.

Additional Item: Legal Counsel John Eisler presented the Court with a contract to have a power pole at the future Justice Center site removed. The removal of the pole will cost \$10,023.

MOTION to approve the Pacific Power customer work order. Motion seconded. No further discussion. Motion carried 3-0.

At 9:14 a.m. the Court read 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.

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 the attorney client engagement agreement 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 9:20 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF MAY 10, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on May 10, 2022, at 9:10 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 Counsel Eric Blaine; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Director Joe Viola; Supervisor Corey Lopez; Director Dodge Kerr; Budget Analyst Jamie Berger; Manager Randy Davis and Manager Tim Deboodt.

WORK SESSION

The meeting was **called to order at 9:10 a.m.**

Agenda Item #1, Community Development Update: Building Official Randy Davis provided the Court with Community Development's monthly update. Mr. Davis discussed new business developments and improvements to existing businesses. Community Development is currently working towards filling the vacancies in their department and providing training for existing building employees.

Agenda Item #2, Personnel Action Form: Facilities Director Joe Viola requested a four-step increase for Maintenance Tech Jim Brinkley. Mr. Brinkley has worked in the Facilities Department for ten years and is a skilled carpenter. His wages are lower than his co-workers, who have been employed with the County for less time. County Court approves of the step increase.

MOTION to approve personnel action form for Jim Brinkley for a four-step increase. Motion seconded. No further discussion. Motion carried 3-0.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 924 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF MAY 4, 2022 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on May 4, 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; Director Will VanVactor; Director Dodge Kerr; Manager Tim Deboodt; Anthony Botello; Slater Turner; Johanna Kovarik; Lauren Drozer; Mike Ervin; Corey Whalen 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 item #7: Anthony Botello, Slater Turner, Johanna Kovarik and Lauren Drozer from the Ochoco National Forest attended County Court to provide a quarterly update, covering such topics as restoration projects, trainings and prescribed burns. Mr. Botello confirmed the April 26th letter regarding Lemon Gulch was received, stating the Forest Service is still in the NEPA process. The Forest Service will respond to the County's letter in writing however, Mr. Botello assured the County Court the Forest Service wants to maintain a good working relationship.

Discussion item #8: Circuit Court has requested revisions to the courtroom design at the Justice Center.

MOTION to approve Pinnacle supplemental services contract for the Justice Center file 281. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #9: As mentioned at previous Work Sessions the County does not have a policy in place for bar complaints. As a solution, the County will approve a policy in which each individual complaint will be assessed by the County and based on that determination cover up to \$15,000 in litigation costs. The matter will be finalized at the May 18th Court meeting.

Discussion item - Addition: The Court held an appeal hearing for Brasada Ranch phase 15 on April 28th in which they determined the matter should be remanded back to the Planning Commission. County Court approved the findings of fact and conclusions of law.

MOTION to approve final decision in 217-21-001013-PLNG for tentative plan approval of Phase 15 of Brasada Ranch Destination Resort. Motion seconded. No further discussion. Motion carried 3-0.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:54 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF APRIL 28, 2022 PUBLIC HEARING
Open Portion**

Be It Remembered that the Crook County Court met in a Public Hearing on April 28, 2022, at 9:00 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: Legal Counsel John Eisler; Administration Executive Assistant Amy Albert; Director Will VanVactor; Planning Manager Brent Bybee; Planning Technician Senior Hannah Elliott; Laura Craska Cooper; Brent McLean; Megan Burgess and members of the community.

PUBLIC HEARING SESSION

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

The County Court held a public hearing regarding the appeal hearing of Application No. 217-21-001-013-PLNG plat Phase 15 of the Brasada Ranch Destination Resort. Judge Crawford discussed the procedural history of this matter and established the procedure moving forward. The public hearing was opened.

Staff Report: Planning Manager Brent Bybee gave a brief overview of the staff report followed by a slide show addressing the applicable criteria for this matter.

Applicant: Brett McLean and his attorney, Laura Craska Cooper addressed the appellant's arguments for appeal. It was noted that trails are not required to be recorded in the final plat by county code or state law. Ms. Craska Cooper stated the improvement agreement has expired, not requiring sidewalks in phase 15. The applicant clarified that there are 243 OLU's within 91 individually owned cabins and 1 applicant owned ranch house, all are deed restricted and must be available 45 weeks per year.

Appellant: Megan Burgess, attorney for the Brasada Ranch Community Coalition outlined the appellants grounds for appeal. The Brasada Ranch Community Coalition believes trails should be shown and dedicated on the final plat, as trails qualify as easements. Ms. Burgess referenced the 2005 Improvement Agreement in coordination with the trail improvement requirements. Ms. Burgess requested more sufficient evidence relating to the overnight lodging unit ratio.

Applicant: Mr. McLean and Ms. Craska Cooper issued a rebuttal to Ms. Burgess statements. While easements are not required for trails, Mr. McLean is willing to provide a temporary easement in the final plat for phase 15, he will also submit a map clarifying the location of the trails. It was once again stated that phase 15 does not require sidewalks due to an expired improvement agreement. Clarification was provided

on the overnight lodging; Mr. McLean is willing to provide additional information, if needed.

Staff: Community Development Director Will VanVactor recommended the Court remand the decision back to the Planning Commission to address the additional evidence in their final decision.

MOTION to ratify this matter with an Order at a future meeting. Motion seconded. No further discussion. Motion carried 3-0.

Public hearing closed.

MOTION pursuant to CCC 18.172.110(13), I move to remand this matter to the planning commission to consider the appeal issues raised by the appellants in their notice of appeal, with instruction to re-open the record to receive additional evidence and argument, including, but not limited to, the new evidence and related arguments submitted by the applicant in response to the appellants' appeal. The remand shall proceed in accordance with CCC 18.172.120. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:14 a.m.**

Respectfully submitted,

Amy Albert

Crook County Counsel's Office

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MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: May 3, 2022

RE: Extension/Amendment of Janitorial Services
Our File No.: Maintenance 37

Enclosed is Amendment 4 to Professional Services Contract with Suds n' the Bucket Professional Cleaning services, LLC (Amendment 4) regarding the County's janitorial services provider.

A quick refresher: last year, instead of multiple contracts with a number of janitorial providers, the County issued an RFP for a provider that could service all of the County's facilities with one point of contact and performance metrics. Suds was awarded the contract, which went through three prior amendments as the departments' true needs became more apparent.

The Facilities Department has gone to great lengths this time to understand which services are required for each department, with Suds, in preparation for this Amendment 4. Exhibits E and F replace the existing scope and fee. The fee is increased from \$13,584.83 per month total for the County to now \$15,309.46. Amendment 4 also extends the duration of the Agreement through June 30, 2023. Amendment 4 is effective as of July 1, 2023.

Joe Viola recommends its approval. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, May 18, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Approved this ____ day of _____ 2022.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

AMENDMENT 4
To Professional Services Contract

This Amendment 4 is entered into by **Suds n’ the Bucket Professional Cleaning Services, LLC** (hereinafter “Contractor”), and **Crook County**, a political subdivision of the State of Oregon (hereinafter “County”); collectively, Contractor and County may be referred to as “the Parties.”

RECITALS

WHEREAS, Contractor and County are parties to that certain Professional Services Contract effective July 1, 2021, as amended (hereinafter “the Agreement”), for the provision of janitorial services as more fully described in the Agreement;

WHEREAS, the Agreement is set to expire June 30, 2022, and the parties wish to continue the Agreement for one additional year, to June 30, 2023; and

WHEREAS, the Parties desire to amend the scope of services provided by Contractor and its fee for said services; and

WHEREAS, the Parties wish to continue the terms of the Agreement as modified by this Amendment 4.

AGREEMENT

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

Section One: The Recitals listed above are incorporated herein by reference.

Section Two: The Scope of Services in Exhibit E of the Agreement is hereby replaced in its entirety as shown on the attached Exhibit E, incorporated herein.

Section Three: Exhibit F and paragraph 4 of the Agreement are hereby amended by the attached Exhibit F, incorporated herein, such that Contractor’s fee for services shall be \$15,309.46 per month.

Section Four: Paragraph 2 of the Agreement is hereby amended such that the Agreement shall terminate on June 30, 2023, unless terminated or extended.

Section Five: Except as amended by this Amendment 3, all other terms of the Agreement remain in full force and effect.

Section Six: This Amendment 4 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 effective July 1, 2022.

CONTRACTOR

COUNTY

Suds n' the Bucket Professional Cleaning Services, LLC

Crook County Court

By: Nicole Krider
Signature

Seth Crawford, County Judge

Nicole Krider
Print Name

Jerry Brummer, County Commissioner

Owner
Title

Brian Barney, County Commissioner

Date 5/3/2022

Date: _____

Exhibit E

Scope of Services

B01 - Treasurer's Office

Sq Ft: 4,130

Treasurer: 1,994 sq ft.

Assessor: 1,388 sq ft.

Common Areas: 748 sq ft.

Weekly – 2X:

Office Areas / Common Areas

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Remove any scuff marks, stickers & gum from non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Pickup debris (i.e. Staples, rubberbands, food, etc.) beneath desks as needed.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed.
- Entrance door and all interior glass to be spot cleaned.
- Keep janitorial rooms/closets clean and organized.
- Notify Maintenance or department staff of any malfunctioning equipment (leaky faucets, etc.).

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container near the courthouse.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; toilet paper and towels, etc. (All paper products and hand soaps provided by office).

Kitchenette

- Vacuum carpet and spot clean if necessary.
- Replace paper products and hand soap as needed.
- Clean dishes, clean/disinfect counter, sink and appliances.
- Wipe down outside of cupboards.
- Keep beneath the sink clean and organized.
- Empty all waste paper receptacles, and place in disposal container located near the courthouse.
- Clean inside/outside of waste containers as needed.
- Remove recyclable cans/bottles as needed. Clean surrounding walls as necessary.

Monthly:***Office Areas / Common Areas***

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting and vents (high dusting – may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.

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- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards.
- Spot Clean walls.

Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets.
- Clean inside/outside of waste containers.

Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months
- Deep clean of tile and grout.

B02 - Courthouse**Sq Ft: 16,344****Circuit Court: 2,529 sq ft.****Courtroom A: 2,184 sq ft.****Courtroom B: 432 sq ft.****District Attorney: 1,945 sq ft.****Common Areas: 3,371 sq ft.****County Clerk: 1,535 sq ft.****Community Development: 4,348 sq ft.****Weekly – 5X:*****Office Areas / Common Areas***

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Pickup debris (i.e. Staples, rubberbands, food, etc.) from beneath desks as needed.
- Entrance door and all interior glass to be spot cleaned.
- Dust/polish all wood surfaces and trim (handrails, wainscoting, benches, etc.).
- Keep janitorial rooms/closets clean and organized.
- Notify department staff of any malfunctioning equipment.
- Dust and sanitize all countertops and public access areas, excluding personal items and IT-related equipment.

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; seat covers, toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

Kitchenettes

- Vacuum carpet and spot clean as necessary.
- Clean/disinfect counters, sinks and appliances.
- Empty coffee pots/coffee grounds.
- Replace/replenish paper towels and hand soap.
- Remove recyclable cans/bottles as needed. Clean surrounding walls as necessary.

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Monthly:***Office Areas / Common Areas***

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access. Crook County Facilities staff will clean large windows and associated blinds semi-annually.
- Dust upper lighting and vents (high dusting – may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.
- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards.
- Spot clean walls.
- Buff/polish 2nd floor tile.

Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets .
- Clean inside/outside of waste containers.

Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Annual:

If applicable, 2 year alternating floor care plan. Any hard surface request that requires a strip and refinish will be a task bid.

- Hard Surface Strip / Refinish
- Deep clean tile/grout.

B03 – Administration**Sq Ft: 3,287****Facilities/Maintenance: 1,206 sq ft.****Administration: 2,081 sq ft.****Weekly – 2X:*****Office Areas / Common Areas***

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Remove recyclable cans/bottles as needed. Clean surrounding walls as necessary.
- Entrance door and all interior glass to be spot cleaned.
- Keep janitorial rooms/closets clean and organized.
- Notify Maintenance or department staff of any malfunctioning equipment (leaky faucets, etc.).

Bathrooms

- Clean, deodorize and disinfect hand basin, toilet, and urinals both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all toilet paper, paper towels, and soap dispensers. (All paper products and hand soaps provided by office.

Kitchenette

- Sweep, mop/degrease and disinfect floor.
- Replace/replenish paper towels and hand soap.
- Clean dishes, empty coffee pot, clean outside of appliances, clean/disinfect sink and countertop.
- Remove recyclable cans/bottles as needed. (Clean surrounding walls as necessary)

Monthly:***Office Areas***

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting, ceiling fans and vents (high dusting – may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.
- Removal of any spider/cob webs.
- Clean security mirror.
- Wipe down baseboards.
- Spot Clean walls.

Bathrooms

- Dust all baseboards and upper lighting.

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- Clean walls.
- Clean inside/outside of waste containers as needed.
- Dust shelving.
- Scour sinks/toilets .

Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

B05 – Annex**Sq Ft: 4,860****Juvenile: 1,500 sq ft.****Court Administration: 2,490 sq ft.****Common Areas: 870 sq ft.****Weekly – 2X:*****Office Areas / Common Areas***

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container located at the Courthouse. Reline all waste containers.
- Clean inside/outside of waste containers as needed. (Check/clean walls of soda/coffee)
- Entrance door and all interior glass to be spot cleaned and cobwebs removed from surrounding area.
- Keep janitorial rooms clean and organized.
- Notify Maintenance or department staff of any malfunctioning equipment (leaky faucets, etc.).
- Stairwells to be swept/mopped, railings dusted/cleaned/disinfected, remove cobwebs, and clean window sill.
- Elevator swept/mopped and touch areas cleaned/disinfected.

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; toilet paper and towels, etc. (All paper products and hand soaps provided by office.)
- Clean shelving.
- Remove cobwebs.

Kitchenette

- Vacuum and spot clean when necessary.
- Replace paper product and hand soap as needed.
- Clean/disinfect table, counter, sink and appliances.
- Wipe down outside of cupboards.
- Keep beneath the sink clean and organized.
- Empty all waste paper receptacles, and place in disposal container outside.
- Clean inside/outside of waste containers as needed.
- Remove recyclable bottles/cans as needed. (Clean surrounding walls as necessary)

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Monthly:***Office Areas / Common Areas***

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting and vents (high dusting – may require the use of ladders or step ladders).
- Remove fingerprints for doors, door frames and walls.
- Removal of any spider/cob webs.
- Dust/clean cameras and security mirror.
- Wipe down baseboards.
- Spot Clean walls.

Bathrooms

- Dust all baseboards and upper lighting.
- Clean inside/outside of waste container bins as needed.
- Scour sinks/toilets.
- Clean walls.
- Dust upper vents .

Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning as ~~needed~~ every 6 months
- Deep clean of tile/grout.

B06 – Sheriff**Sq Ft: 3,397****Business Offices: 2,800 sq ft.****Storage/Evidence Locker: 597 sq ft.******Special Requirement******Cleaning twice per week: Tuesdays and Fridays Only.**

All services must be performed each Tuesday and each Friday.

Weekly – 2X:***Office Areas / Common Areas***

- Dust, wipe clean and disinfect all phones (dust only), table tops, filing cabinets, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Remove any scuff marks, stickers & gum from non-carpeted floors.
- Dust and wipe clean all windows and window sills, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers. (Including front access garbage can)
- Clean inside/outside of waste containers and needed. (Check/clean walls of soda/coffee)
- Entrance door and all interior glass to be spot cleaned.
- Keep janitorial rooms clean and organized.
- Notify Maintenance or department staff of any malfunctioning equipment (leaky faucets, etc.).

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean showers.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

Kitchenette

- Sweep, mop/degrease and disinfect floor.
- Replace paper product and hand soap as needed.
- Clean dishes, clean/disinfect counter, sink and appliances.
- Wipe down outside of cupboards.
- Keep beneath the sink clean and organized.
- Empty all waste paper receptacles, and place in disposal container located near the courthouse.
- Clean inside/outside of waste containers as needed.

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Monthly:***Office Areas / Common Areas***

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting and vents (high dusting – may require the use of ladders or step ladders).
- Remove fingerprints for doors, door frames and walls.
- Removal of any spider/cob webs.
- Wipe down baseboards.
- Spot clean walls.

Bathrooms

- Dust all baseboards and upper lighting.
- Clean inside/outside of waste container bins as needed.
- Scour sinks/toilets.
- Clean walls.
- Dust upper vents.

Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

Annual:

- Buff/Refinish flooring in break room, kitchenette (in bull pen area) and restrooms (located on newer side).

B08 – Health Department**Sq Ft: 7,500****Weekly – 5X:*****Office Areas***

- Dust, wipe clean and disinfect all, phones (dust only), table tops, filing cabinets, doors, doorknobs, light switches and fixtures, kids' toys, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean/disinfect inside/outside of waste containers.
- Entrance door and all interior glass to be spot cleaned.
- Keep janitorial rooms clean and organized.
- Notify Maintenance or department staff of any malfunctioning equipment (leaky faucets, etc.).

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; toilet paper and towels, etc. (All paper products and hand soaps provided by office.)
- Dust shelving

Medical Rooms / Lab

- Sweep, mop/disinfect floors.
- Clean/disinfect counters and sinks.
- Replace paper towels and hand soap as needed.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean/disinfect inside/outside of waste containers and clean/disinfect surrounding area.
- Disinfect kids' toys and baby scale.
- Disinfect chairs and patient exam beds if not lined with paper.
- Clean/Disinfect urinal sample area.
- Notify maintenance of full sharps containers to be removed.

Kitchenette

- Sweep, mop/degrease and disinfect floor.
- Replace paper product and hand soap as needed.
- Clean dishes, clean/disinfect table, counter, sink and appliances.
- Wipe down outside of cupboards.
- Keep beneath the sink clean and organized.
- Empty all waste paper receptacles, and place in disposal container outside.
- Clean inside/outside of waste containers as needed.
- Remove recyclable bottles/can as needed. (Clean surrounding walls as necessary)

(cont'd on next page)

Monthly:***Office Areas***

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting, door trim and vents (high dusting – may require the use of ladders or step ladders).
- Remove fingerprints for doors, door frames and walls.
- Removal of any spider/cob webs.
- Wipe down baseboards.
- Spot clean walls.

Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.

B05 – Legal / Human Resources**Sq Ft: 4,860****Legal Offices: 592****Human Resources: 592****Weekly – 1X:*****Office Areas***

- Dust, wipe clean and disinfect all phones (dust only), table tops, filing cabinets, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container located at the Courthouse. Reline all waste containers.
- Entrance door and all interior glass to be spot cleaned.
- Keep janitorial rooms clean and organized.
- Notify Maintenance or department staff of any malfunctioning equipment.

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container located at the Courthouse.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; toilet paper and towels, etc. (All paper products and hand soaps provided by office.)
- Dust shelving

Kitchenette

- Vacuum carpet and spot clean as necessary.
- Replace paper product and hand soap as needed.
- Clean dishes, clean/disinfect table, counter, sink and appliances.
- Wipe down outside of cupboards.
- Keep beneath the sink clean and organized.
- Empty all waste paper receptacles, and place in disposal container outside.
- Clean inside/outside of waste containers as needed.
- Remove recyclable bottles/can as needed. (Clean surrounding walls as necessary)

Monthly:***Office Areas***

- Wash interior and windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting and vents (high dusting – may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.

(cont'd on next page)

- Removal of any spider/cob webs.
- Wipe down baseboards.
- Spot clean walls.

Bathrooms

- Dust all baseboards and upper lighting.
- Clean inside/outside of waste containers.
- Scour sinks/toilets.
- Clean walls.

Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning ~~as needed~~ every 6 months.

B14 – Bowman Museum**Sq Ft: 7,938****1st Floor: 6,400 sq ft.****2nd Floor: 1,538 sq ft.****Weekly – 1X:*****Office Areas / Common Areas***

- Dust, wipe clean and disinfect all, phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Wipe down stair railings.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed.
- Entrance door and all interior glass to be spot cleaned.
- Keep janitorial rooms clean and organized.
- Notify Maintenance or department staff of any malfunctioning equipment (leaky faucets, etc.).

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; toilet paper and towels, etc. (All paper products and hand soaps provided by office.)
- Clean/organize shelving.

Outside Train Area:

- Sweep leaves from door entrance.
- Clean/Disinfect signage.
- Clean picnic table as needed.
- Dispose of trash found on the floor.

Kitchenette

- Vacuum and spot clean if necessary.
- Replace paper product and hand soap as needed.
- Clean dishes, clean/disinfect counter, sink and appliances.
- Wipe down outside of cupboards.
- Keep beneath the sink clean and organized.
- Empty all waste paper receptacles, and place in disposal container outside.
- Clean inside/outside of waste containers as needed.

(cont'd on next page)

Monthly:***Office Areas / Common Areas***

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting (high dusting – may require the use of ladders or step ladders).
- Remove fingerprints for doors, door frames and walls.
- Removal of any spider/cob webs.
- Spot clean walls.
- Wipe down baseboards.
- Clean security mirrors.

Bathrooms

- Dust all baseboards and upper lighting.
- Clean inside/outside of waste container bins as needed.
- Scour sinks/toilets.
- Clean walls.

Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning as needed.

B16 – OSU Extension / Clover Building**Sq. Ft.: 9,400****OSU Extension Building: 4400 sq. ft.****Clover Building: 5000 sq. ft.*****OSU Extension*****Weekly – 1X:*****Offices / Grounds***

- Wet wipe down inside and outside office trash cans as needed.
- Knock down all cobwebs.
- Wash and sanitize kitchen sink areas.
- Dust all cupboards and shelves; wet wipe down file cabinets, and chairs.
- Dust mop and wet mop all vinyl floors
- Wipe down outside of refrigerator(s) and microwave(s).
- Wet mop carpet protectors under desks.
- Vacuum all carpet including throw rugs (inside and outside).
- Vacuum windowsills.
- Vacuum all intake vents in ceiling.
- Vacuum around all edges carpeted areas (twice monthly).
- Wash glass inside and out on front and back doors.
- Wet wipe interior doors, wash dirt and marks off walls.
- Pull copy machine and other sliding furniture and sweep/mop or vacuum behind (twice monthly).
- Sanitize all common contact areas in the office, cafeteria, lobby spaces
- Clean glass on entry doors (inside and out).

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish cabinets and dispensers.
- Refill/replace all paper products; toilet paper and towels, etc.

Semi-Annual

- Wash windows inside and out.
- Dust/vacuum mini blinds on all windows.
- Clean glass on all pictures.
- Wash vinyl baseboard in entire office

(Cont'd on next page)

Clover Building**Every-Other Week**

- Windowsills cleaned.
- Kitchen counters cleaned.
- All floors swept.
- All floors mopped.
- Remove spider/cob webs

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste/sanitary receptacles, and place in disposal container outside.
- Replenish paper towels, soap, and toilet paper.
- Remove spider/cob webs.
- Scour toilets/sinks.
- Clean inside/outside of waste containers.

***County staff may call within 2 days' advance notice to schedule additional cleaning if building use is heavy. These additional cleaning services will be billed at an hourly rate, which are separate for the regular contract rate for non-additional services.*

B17 – Landfill**Sq Ft: 937****Weekly – 1X:*****Office***

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Entrance door and all interior glass to be spot cleaned.
- Keep janitorial rooms clean and organized.
- Notify Maintenance or department staff of any malfunctioning equipment (leaky faucets, etc.).

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; toilet paper and towels, etc. (All paper products and hand soaps provided by office.)

Monthly:***Office***

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting and vents (high dusting – may require the use of ladders or step ladders).
- Remove fingerprints for doors, door frames and walls.
- Removal of any spider/cob webs.
- Clean inside/outside of waste containers. Clean surrounding walls as necessary.
- Spot clean walls.
- Wipe down baseboards.

Bathrooms

- Dust all baseboards and upper lighting.
- Clean inside/outside of waste container bins as needed.
- Scour sinks/toilets.
- Clean walls.
- Clean wall vents.

Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months.
- Buff/Polish vinyl flooring?

B07 – Library**Sq Ft: 17,430****Assembly Areas: 16,918 sq ft.****Business Offices: 512 sq ft.****Weekly (6x):*****Office Areas / Common Areas***

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Disinfect kiosks.
- Clean/disinfect water fountain.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Remove any scuff marks, stickers & gum from non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Pickup debris (i.e. Staples, rubberbands, food, etc.) beneath desks as needed.
- Gather all waste material in containers and remove to outside container. Reline all waste containers. Clean inside/outside of waste containers as needed.
- Entrance door and all interior glass to be cleaned.
- Keep janitorial rooms/closets clean and organized.
- Notify Maintenance or department staff of any malfunctioning equipment (leaky faucets, etc.).

Bathrooms

- Clean, deodorize and disinfect changing tables, hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; toilet paper and towels, etc. (All paper products and hand soaps provided by office).

Kitchenette

- Sweep, mop/degrease and disinfect floor.
- Replace paper products and hand soap as needed.
- Clean/disinfect counter, sink and appliances.
- Wipe down outside of cupboards.
- Empty all waste paper receptacles, and place in disposal container outside.
- Clean inside/outside of waste containers as needed.
- Remove recyclable cans/bottles as needed.

Juniper Room

- Clean/disinfect tables.
- Clean window sill and spot clean window.
- Clean white board as needed.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Vacuum and spot clean carpet as necessary.

(cont'd on next page)

Book Store:

- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Sweep and mop floor.

Broughton Room**1x weekly:**

- Dust, wipe clean and disinfect all table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop floor. (Use Shaw floor care)
- Dust and wipe clean all windows and window sills, blinds, kick plates and metal trim.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Entrance door and all interior glass to be spot cleaned.
- Clean white board as necessary.
- Spot clean walls.
- Clean/disinfect sink, counter, fronts of cabinets and appliances
- Restock paper towel and soap dispenser as needed.

Monthly:**Office Areas / Common Areas**

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting and all vents (high dusting – may require the use of ladders or step ladders).
- Dust book shelves
- Remove fingerprints from doors, door frames and walls.
- Removal of any spider/cob webs.
- Wipe down baseboards.
- Spot Clean walls.

Bathrooms

- Dust all baseboards, and upper lighting.
- Clean walls.
- Scour sinks/toilets.
- Clean inside/outside of waste containers.
- Clean vents

Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months
- Deep clean of tile and grout.

B18 – Fairgrounds**Sq Ft: 988****Weekly – 1X:*****Office(s) / Grounds***

- Wet wipe down inside and outside office trash cans
- Knock down all cobwebs.
- Wash and sanitize kitchen sink areas.
- Dust all cupboards and shelves; dust file cabinets and chairs.
- Dust mop and wet mop all non-carpeted floors
- Wipe down outside of refrigerator(s) and microwave(s).
- Wet mop carpet protectors under desks.
- Vacuum all carpet including throw rugs (inside and outside).
- Vacuum windowsills.
- ~~Vacuum all intake vents in ceiling.~~ Monthly
- Vacuum around all edges carpeted areas (twice monthly).
- Wash glass inside and out on front and back doors.
- Wet wipe interior doors, wash dirt and marks off walls.
- Pull copy machine and other sliding furniture and sweep/mop or vacuum behind (twice monthly).
- Sanitize all common contact areas in the office, cafeteria, lobby spaces

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste/sanitary receptacles, and place in disposal container outside. Reline containers.

Monthly:***Office / Common Areas***

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting and vents (high dusting – may require the use of ladders or step ladders).
- Remove fingerprints for doors, door frames and walls.
- Removal of any spider/cob webs.
- Clean inside/outside of waste containers. Clean surrounding walls as necessary.
- Spot clean walls.
- Wipe down baseboards.

Bathrooms

- Dust all baseboards and upper lighting.
- Clean inside/outside of waste container bins as needed.
- Scour sinks/toilets.
- Clean walls.
- Clean wall vents.

Road Department**Sq Ft: 1,015****Weekly – 1X:*****Main Office***

- Dust, wipe clean and disinfect all, phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all windows and window sills, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers. Clean inside/outside of waste containers as necessary.
- Entrance door and all interior glass to be spot cleaned.
- Take out recycling.
- Wipe down microwave and surrounding area.
- Keep janitorial rooms clean and organized.
- Notify Maintenance or department staff of any malfunctioning equipment (leaky faucets, etc.).

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products, soap, toilet paper and towels, etc. (All paper products, hand sanitizers and hand soaps provided by office.)

Shop Office / Hallway

- Dust, wipe clean and disinfect all, phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors. (Special attention to the removal of dust and dirt from under the desks, rugs/mats, chairs, baseboards, corners, and other hard to reach places.)
- Dust and wipe clean all windows and window sills, furniture, office equipment, file cabinets, kick plates and metal trim.
- Entrance door and all interior glass to be spot cleaned – include windows.
- Vacuum all carpeted areas and spot clean if necessary.
- Gather all waste material in containers and remove to outside container. Reline all waste containers. Clean inside/outside of waste containers as necessary.
- Clean/disinfect drinking fountain.
- Keep janitorial rooms clean and organized.

(Cont'd on next page)

Break Room

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Clean/disinfect vending machine.
- Clean/dust outside of ice machine.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all furniture, kick plates and metal trim.
- Gather all waste material in containers and remove to outside container. Re-line all waste containers. Clean inside/outside as needed.

Locker Room

- Dust, wipe clean and disinfect doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Dust and wipe clean all furniture, kick plates and metal trim.
- Wipe down fronts of lockers and clean any debris beneath them.

Monthly:**All Areas**

- Wash interior/exterior of windows (where applicable).
- Dust upper lighting and vents.
- Remove fingerprints from doors, door frames and walls.
- Removal of spider/cob webs.
- Wipe down baseboards.
- Scour sink/toilets.
- Spot clean walls.
- Maintenance buff/restore to hard surface flooring.

Semi-Annual:

- Strip and wax of shop floors (minimum 2x a year as requested).
- Carpet in main office cleaned every 6 months. (No removal of furniture.)

B20 – GIS/IT****Sq Ft: 637****Weekly – 2X:*****Office Areas / Common Areas***

- Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.
- Sweep, dust mop and wet mop all non-carpeted floors.
- Remove any scuff marks, stickers & gum from non-carpeted floors.
- Dust and wipe clean all windows and window sills, blinds, furniture, office equipment, file cabinets, kick plates and metal trim.
- Vacuum all carpeted areas and spot clean if necessary.
- Pickup debris (i.e. Staples, rubberbands, food, etc.) beneath desks as needed.
- Gather all waste material in containers and remove to outside container. Reline all waste containers.
- Clean inside/outside of waste containers as needed.
- Entrance(s) doors and all interior glass to be spot cleaned.
- Keep janitorial rooms/closets clean and organized.
- Notify Maintenance or department staff of any malfunctioning equipment (leaky faucets, etc.).

Bathrooms

- Clean, deodorize and disinfect hand basin(s), toilet(s) and urinal(s) both inside and out.
- Clean mirrors.
- Damp wipe and sanitize dispensers, railings and partitions.
- Sweep, wash and disinfect all bathroom floors including hard-to-reach areas.
- Empty all waste paper receptacles, and place in disposal container outside.
- Dust, wash, and/or polish all mirrors, bright work, cabinets and dispensers.
- Refill/replace all paper products; toilet paper and towels, etc. (All paper products and hand soaps provided by office.

Kitchenette

- Swept, mop/degrease and disinfect.
- Replace paper products and hand soap as needed.
- Clean dishes, clean/disinfect counter, sink and appliances.
- Wipe down outside of cupboards.
- Empty all waste paper receptacles, and place in disposal container outside.
- Clean inside/outside of waste containers as needed.

Monthly:***Office Areas / Common Areas***

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting and vents (high dusting – may require the use of ladders or step ladders).
- Remove fingerprints from doors, door frames and walls.
- Removal of any spider/cob webs.
- Clean security mirrors.
- Wipe down baseboards.
- Spot Clean walls.

Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.
- Scour sinks/toilets.
- Clean inside/outside of waste containers.

Semi-Annual:

- Interior and exterior window cleaning.
- Carpet cleaning every 6 months

Additional Specifications

For Every Building:

Contractor must always shut and lock office doors before leaving the work site.

In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately.

Disinfecting/Sanitizing must adhere to COVID-19 guidelines while applicable; using cleaning products recommended as effective against SARS-CoV-2. All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will supply the necessary stock of hand soap, hand sanitizer, paper towels, toilet paper, seat-covers and trash can liners. Cleaning times must not disrupt County offices and businesses. Cleaning days will be arranged by location supervisor and Contractor following a contract award.

Suds n' the Bucket Professional Cleaning Services,
 PO Box 1786
 Prineville, OR 97754 US
 sudsnthebucketcleaning@gmail.com
 www.sudsnthebucketcleaning.com



Estimate

ADDRESS

Crook County
 200 NE 2nd St
 Prineville, Oregon 97754
 United States

ESTIMATE # 1033

DATE 04/26/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
04/23/2022	Cleaning	B01- Treasurer's & Assessor's Office Building 2X per week	4,102	0.15	615.30
04/23/2022	Cleaning	B02- Courthouse 5x per week	16,344	0.1664219	2,720.00
04/23/2022	Cleaning	B03- Administration 2x per week	3,287	0.2022209	664.70
04/23/2022	Cleaning	B05-Annex Juvenile Department 2x per week	1,500	0.5508	826.20
04/23/2022	Cleaning	B05- Annex Legal/HR 1x per week	1,200	0.2666667	320.00
04/23/2022	Cleaning	B06- Sheriff 2x per week	5,082	0.2467139	1,253.80
04/23/2022	Cleaning	B07- Library 6x per week	17,430	0.2019507	3,520.00
04/23/2022	Cleaning	B07- Library Broughton Room 1x per week	1,315	0.121673	160.00
04/23/2022	Cleaning	B08- Health Department 5x per week	7,500	0.2506667	1,880.00
04/23/2022	Cleaning	B14- Bowman Museum 1x per week	7,938	0.17	1,349.46
04/23/2022	Cleaning	B16- OSU Extension 1x per week Clover Building Bi-Weekly	9,400	0.0851064	800.00
04/23/2022	Cleaning	B17- Landfill 1x per week	937	0.5122732	480.00
04/23/2022	Cleaning	B18- Fairgrounds 1x per week	988	0.242915	240.00
04/23/2022	Cleaning	Road Department	1,015	0.4729064	480.00

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
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1x per week

TOTAL \$15,309.46

Accepted By

Accepted Date

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 5/5/2022

RE: *Chronic Disease Prevention Marketing Consultant Contract w/ Quon*
Our File No.: HEALTH 176(A)

Attached is Extension #4 to PSC for the Chronic Disease Prevention Marketing Consultant Contract with Quon Design. The original PSC was entered into on April 12, 2021. Extension #3 terminated on March 31, 2022.

Extension #4 will be effective retroactively to April 1, 2022, with a new termination date of June 30, 2022, at which time the funds for this project must be used.

Both Quon Design and Katie Plumb wish to extend this PSC to allow them to complete the website and photography portion of the PSC.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, May 18, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.

EXTENSION #4 TO PROFESSIONAL SERVICES CONTRACT

This Extension #4 to Professional Services Contract (“Extension 4”) is retroactively entered into and effective April 1, 2022, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”), and Quon Design & Communications Inc., (hereinafter “Contractor”).

RECITALS

WHEREAS, on April 12, 2021, County and Contractor entered into a Professional Services Contract (hereinafter “Agreement”) for prevention marketing and consulting services; and

WHEREAS, on July 13, 2021, County and Contractor extended the Agreement through September 30, 2021; and

WHEREAS, on October 1, 2021, County and Contractor extended the Agreement through December 31, 2021; and

WHEREAS, on January 1, 2022, County and Contractor extended the Agreement through March 31, 2022; and

WHEREAS, County and Contractor desire to extend the term of the Agreement to June 30, 2022.

AGREEMENT


NOW, THEREFORE, in consideration of the promises set forth herein, the parties to this Extension agree as follows:

1. Term. The Agreement is hereby extended to expire on June 30, 2022.
2. Amendment. The scope of services outlined in Exhibit D of the Agreement are hereby modified to reflect the remaining services as follows:
 - a. **Dedicated Website**: Spanish translation on the website; and
 - b. **Photography**: Photoshoot in Madras
3. Reaffirmation of Professional Services Contract. Except as modified by this Extension 4, all terms and conditions of the Agreement are reaffirmed and remain unmodified and in full force and effect.
4. Counterparts. This Extension 4 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.


[SIGNATURE BLOCK ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Extension 4 to be effective the date first set forth above.

QUON DESIGN & COMMUNICATION INC

By: 
Signature
Mark Quon
Printed Name
Title: President
Date: 5/5/2022

CROOK COUNTY

By: 
Signature
Katie Plumb
Printed Name
Title: Public Health Director
Date: 5/5/2022

1st AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This 1st Amendment to Intergovernmental Agreement (the "1st Amendment") is executed as of the date last signed below and effective as of June 1, 2022, by and between Crook County and Jefferson County, both political subdivisions of the State of Oregon (hereinafter collectively, the "Counties").

RECITALS

WHEREAS, the Counties entered into an Intergovernmental Agreement (the "IGA") dated July 7, 2021, concerning the temporary housing and supervision of individual inmates from one county to the other county; and

WHEREAS, the IGA terminates on May 31, 2022; and

WHEREAS, the Counties desire to extend the term of the IGA an additional year, to May 31, 2023.

AGREEMENT

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this 1st Amendment, the parties agree as follows:

1. The term of the Agreement is hereby extended an additional year to terminate on May 31, 2023.
2. This 1st Amendment may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument and be binding as though they were an original of such signed document.
3. In all other respects, the IGA, shall remain in full force and effect.

JEFFERSON COUNTY

Wayne Fording
Wayne Fording, Commission Chair
Date: 5.4.2022

Kelly Simmelink
Kelly Simmelink, Commissioner
Date: 5.4.2022

Mae Huston
Mae Huston, Commissioner
Date: 5.4.2022

CROOK COUNTY

Seth Crawford, County Judge
Date: _____

Jerry Brummer, County Commissioner
Date: _____

Brian Barney, County Commissioner
Date: _____

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 5/6/2022

RE: *IGA #169507: Financing of Public Health (Am #7)*
Our File No.: HEALTH 57(I)

OHA has submitted a 7th amendment to IGA 169507, which terminates on 6/30/22. This amendment includes (1) diction and syntax changes to Service Element #42 (Maternal, Child and Adolescent Health Services), plus some modest revisions to reporting requirements, and (2) an additional \$25k in funding for home health visits.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, May 18, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.

Agreement #169507



**SEVENTH 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Seventh 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.

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 April 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 B Program Element #42 “Maternal, Child and Adolescent Health (MCAH) Services” is hereby superseded and restated in its entirety by Attachment A attached hereto and incorporated herein by this reference.
 - b. 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.
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 #42: Maternal, Child and Adolescent Health (MCAH) Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/Maternal and Child Health 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 Maternal, Child and Adolescent Health (MCAH) Services.

General Description. Funding provided under this Agreement for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below and the Federal Title V Maternal and Child Health Block Grant Services (Title V) to provide the following services:

- a. Title V MCH Block Grant Services;
- b. Perinatal, Child and Adolescent Health General Fund Preventive Health Services;
- c. Oregon Mothers Care (OMC) Services; and
- d. MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects Oregon, NurseFamily Partnership).

If funds awarded for MCAH Services, in the Financial Assistance Award located in Exhibit C to this Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

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

2. **Definitions Specific to Maternal, Child and Adolescent Health (MCAH) Services.**

- a. **Title V MCH Block Grant Services:** The purpose of Title V MCH Block grant is to provide a foundation for ensuring the health of the Nation's mothers, women, children, and youth. Services delivered using Federal Title V MCH funding will comply with Federal Title V MCH statute and Oregon's Title V MCH implementation guidance, and address Oregon's Title V priorities.
- b. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services:** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
- c. **OMC Services:** Referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall include an ongoing outreach campaign, utilization of the statewide toll-free 211 Info telephone hotline system, and local access sites to assist women to obtain prenatal care services.
- d. **MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects Oregon, Nurse Family Partnership):** The primary goal of MCH Public Health Nurse Home Visiting Services are to strengthen families and improve the health status of women and children. Services are delivered or directed by public health nurses (PHNs) and are provided during home visits.

3. **Alignment with Modernization Foundational Programs and Foundational.** 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):

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Population Health 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						
(Component 1) Title V MCH Block Grant Services		*		X	X	X	X	X	X	X	X	
(Component 2) Perinatal, Child and Adolescent Health General Fund Preventive Health Services		*		X	X		X	X	X		X	
(Component 3) Oregon Mothers Care Services		*		X	X		X	X	X		X	
(Component 4) MCH PHN Home Visiting Services		*		X	X		X	X	X		X	

- b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric: Not Applicable
- c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure: Not Applicable

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. **General Requirements**

- (1) **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], further defined by Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- (2) **MCAH Services** must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.
- (3) **Funding Limitations.** Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:

(a) **MCAH Title V CAH (PE42-07, PE42-08):**

- i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
- ii. Title V funds shall not be used as match for any federal funding source.
- iii. Title V funds must be used for services that support federal or state- identified Title V MCAH priorities as outlined in section.
- iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
- v. Charges imposed for services under this program must be pursuant to a published schedule of charges and adjusted to reflect the income, resources, and family size of the recipients. No charges may be imposed for low-income mothers or children (42 USC 705(a)(5)(D)). The official poverty guideline, as revised annually by HHS, shall be used to determine whether an individual is considered low-income for this purpose.

- (b) **MCAH Perinatal General Funds and Title XIX (PE42-03):** Funds must be used for public health services for women during the perinatal period (one year prior to conception through two years postpartum).

- (c) **MCAH Babies First! General Funds (PE42-04):** Funds are limited to expenditures for MCH PHN Home Visiting Services (Babies First!, Family Connects Oregon, Nurse Family Partnership).

- (d) **MCAH Oregon Mother's Care Title V (PE42-09, PE42-10):** Funds must be used for implementing OMC.
 - i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - ii. Title V funds shall not be used as match for any federal funding source.
 - iii. Title V funds must be used for services that support federal or state- identified Title V MCAH priorities as outlined in section.
 - iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as "costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc." in accordance with Title V, Section 504 [42 USC 704(d)].
 - v. Charges imposed for services under this program must be pursuant to a published schedule of charges and adjusted to reflect the income, resources, and family size of the recipients. No charges may be imposed for low-income mothers or children (42 USC 705(a)(5)(D)). The official poverty guideline, as revised annually by HHS, shall be used to determine whether an individual is considered low-income for this purpose.
- (e) **MCAH CAH General Funds and Title XIX (PE42-06):** Funds must be used for public health services for infants, children and adolescents.
- (f) **MCAH Family Connects Oregon General Funds (PE42-14 Home Visiting):** Funds are limited to expenditures for Family Connects Oregon Home Visiting Services.
 - i. LPHA must submit a local program budget for OHA approval on a format and schedule to be determined by OHA
 - ii. Expenditures must be in accordance with the approved local program budget, modifications to the budget may only be made with OHA written approval.

b. Title V MCH Block Grant Services. All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- (1) **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].

(2) LPHA must submit an annual plan for use of Title V funds, demonstrating how Title V funds support activities directly related to Oregon's Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:

- (a) Rationale for priorities selected reflecting the health needs of the MCAH population;
- (b) Strategies, measures and timelines that coordinate with and support Oregon's Title V priorities, strategies and Action Plan;
- (c) Plan to measure progress and outcomes of the Title V funded activities;
- (d) Prior year use of Title V funds; and
- (e) Projected use of Title V funds and other funds supporting the Title V annual plan.

(3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:

Oregon's current Title V MCH Block Grant Application including:

- (a) Oregon's Title V MCH national and state-specific priorities and performance measures based on findings of Oregon's 5-year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross-Cutting or Systems.
- (b) Oregon's evidence-based/informed Title V strategies and measures
- (c) Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).

c. Perinatal, Child and Adolescent Health General Fund Preventive Health Services.

(1) State MCAH Perinatal, Child and Adolescent Health General Fund work may be used to address the following:

- (a) Title V MCH Block Grant Services as described above.
- (b) Preconception health services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health.
- (c) Perinatal health services such as MCH Public Health Nurse Home Visiting Services, Oregon Mothers Care (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.
- (d) Infant and child health services such as MCH Public Health Nurse Home Visiting Services, childcare health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi-Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and

- (e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.
- d. **OMC Services.** All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
 - (1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
 - (2) LPHA must follow the OMC Protocols, as described in OHA's Oregon Mothers Care Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant women.
 - (3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.
 - (4) LPHA must assist all women seeking OMC Services in accessing prenatal services as follows:
 - (a) Provide follow up services to clients and women who walk in or are referred to the OMC Site by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
 - (b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCH Home Visiting Services); WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.
 - (5) LPHA must make available OMC Services to all pregnant women within the county. Special outreach shall be directed to low-income women and women who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. Low-income is defined as having an annual household income which is 190% or less of the federal poverty level ("FPL") for an individual or family.
 - (6) LPHA must make available to all low-income pregnant women and all pregnant women within the county who are members of racial and ethnic minorities assistance in applying for OHP coverage and referrals to additional perinatal health services.
 - (7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.

- e. **MCH PHN Home Visiting Services (Babies First!, Family Connects Oregon and Nurse Family Partnership) Services.** All Babies First!/Nurse Family Partnership Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.

(1) Staffing Requirements and Staff Qualifications

(a) Babies First!

- i. LPHA must designate a staff member as its Babies First! Supervisor.
- ii. Babies First! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.
- iii. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with an MCH Nurse Consultant and approved by an MCH Section manager must be in place.
- iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.

- (b) Family Connects Oregon:** LPHA must designate a staff member as its Family Connects Oregon Nursing Supervisor. If Family Connect Program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.

- (c) Nurse Family Partnership:** LPHA must designate a staff member as its Nurse Family Partnership Supervisor. If the Nurse Family Partnership program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the supervision agreements.

(2) Activities and Services

- (a) Babies First!:** services may be provided to eligible perinatal women, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Maternal and Child Health Section.
- (b) Family Connects Oregon:** Services must be delivered in accordance with OARs 333-006-0000 through 333-006-0170 and Family Connects Oregon Program Guidance provided by the Maternal and Child Health Section.
- (c) Nurse Family Partnership:** Services must be delivered in accordance with Nurse Family Partnership model elements and LPHA contract with the Nurse Family Partnership National Service Office.

- (3) Nursing Practice. All PHNs working in the Babies First!, Family Connects Oregon, or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.
 - (4) Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410- 138-0390.
 - (5) Newborn Nurse Home Visiting Medical Services: If the LPHA, as a provider of Medicaid services, chooses to bill for Newborn Nurse Home Visiting Medical Services, the LPHA must comply with the billing policy and codes in OAR 410-130-0605.
5. **Early Hearing Detection and Intervention (EHDI) Notifications:** Babies First!/Family Connects Oregon/Nurse Family Partnership Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up.
6. **General Revenue and Expense Reporting.** LPHA 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

7. **Reporting Requirements.**
- a. **Reporting Obligations and Periodic Reporting Requirements for MCAH Services.**
 Title V Block Grant Services
 A report on the prior year’s annual plan must be submitted by September 30 of every year.
 If LHA provides MCH PHN Home Visiting Services using these funds, see reporting obligations for MCH PHN Home Visiting services.
 - b. **Reporting Obligations and Periodic Reporting Requirements for State Perinatal Child and Adolescent Health General Funds**
 If LHA provides MCH PHN Home Visiting services using these funds, see reporting obligations for MCH PHN Home Visiting Services.

- c. **Reporting Obligations and Periodic Reporting Requirements for OMC Services.** LPHA must collect and submit client encounter data quarterly using the Web-based Interface Tracking System (WTI) on individuals who receive OMC Services supported in whole or in part with funds provided under this Agreement. LPHA must ensure that their quarterly data is entered into WTI, cleaned and available for analysis to OHA on a quarterly basis. Sites may use the OMC client tracking forms approved by OHA prior to entering their data into WTI.
- d. **Reporting Obligations and Periodic Reporting Requirements for MCH PHN Home Visiting Services (Babies First!, Family Connects Oregon and Nurse Family Partnership Services).**
 - (1) For all individuals who receive MCH PHN Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state- designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure.
 - (2) LPHA must take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

8. Performance Measures.

LPHA must operate the Title V funded work under this Program Element in a manner designed to make progress toward achieving Title V state and national performance measures as specified in Oregon's MCH Title V Block Grant annual application/report to the DHHS Maternal and Child Health Bureau.

Attachment B
Financial Assistance Award (FY22)

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	2) Issue Date Friday, April 1, 2022	This Action Amendment FY 2022
	3) Award Period 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)	\$26,452.00	\$0.00	\$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	\$25,000.00	\$51,473.11
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
		\$2,079,102.11	\$25,000.00	\$2,104,102.11

5) Foot Notes:	
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.

6) Comments:	
PE01-07	9/2021: SFY22 Rollover of unspent funds from FY21
PE01-08	9/2021: Rollover of unspent FY21 award to FY22
PE01-09	9/2021: Rollover of unspent funds from FY21 to FY22
PE01-10	9/2021: Rollover of Unspent funds 166,620 from FY21 to FY22
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	4/2022: SFY22 award of \$25,000 is for the period of 1/1/2022 to 6/30/2022; 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	

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: May 9, 2022

RE: *Ochoco Irrigation GIS Services Contract*
Our File No.: GIS 73

The County has an IGA with Ochoco Irrigation District for IT and Software Support. OID has offered to remit a \$500 one-time payment to the County to help with the GIS Pictometry purchase.

Amendment #1 memorializes that contribution. All other terms of the 2017 IGA remain the same.

Please place this memo and the attached document(s) on the Wednesday, May 18, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.

**AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT
for IT and Software Support**

This Amendment No. 1 to Intergovernmental Agreement for IT and Software Support ("Amendment 1") is entered into by and between Crook County, a political subdivision of the State of Oregon acting through its GIS/IT Department (hereinafter "County"), and the Ochoco Irrigation District, an Oregon special district (hereinafter "District").

RECITALS

WHEREAS, on January 3, 2017, the parties entered into an Intergovernmental Agreement (the "IGA") for County to provide the GIS services to District; and

WHEREAS, the parties wish to amend the payment amount from District to County for the current year; and

WHEREAS, the parties agree to a one-time payment of \$500 in addition to the standard payments described on Exhibit A of the IGA.

AGREEMENT

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

1. Payment. District shall remit a one-time payment to County in the amount of \$500 to help compensate for the County's Pictometry purchase.
3. Reaffirmation of Intergovernmental Agreement. Except as modified by this Amendment, all terms and conditions of the IGA are reaffirmed and remain unmodified and in full force and effect.
4. Counterparts. This Amendment 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, the parties have agreed to these terms on the date last signed below.

OCHOCO IRRIGATION DISTRICT

CROOK COUNTY COURT

By: _____

Bruce Scanlon
Signature

Bruce Scanlon
Print Name

Seth Crawford, County Judge

Its: _____

Manager

Jerry Brummer, County Commissioner

Date _____

5/9/2022

Brian Barney, County Commissioner
Date: _____

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: May 10, 2022

RE: *Family Law Mediation Services RFP Award to David Allen*
Our File No.: CT. CONTRACTS 193

Attached is Amendment #8 to Professional Services Contract with David Allen for family law mediation services. Amendment #7 terminates on 6.30.2022 and Amendment #8 extends the PSC for an additional year to 6.30.23.

Mr. Allen has signed the amendment.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, May 10, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.

**AMENDMENT NO. 8
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment No. 8 to Professional Services Contract, executed on the date last signed below and effective July 1, 2022, by and between Crook County, a political subdivision of the State of Oregon, hereinafter "County," and David Allen, an individual, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the parties hereto executed a Professional Services Contract effective July 1, 2013 (the "Agreement"), to provide mediation services for family law matters within Crook County; and

WHEREAS, Amendments 1 through 7 have been previously executed, extending the Agreement to June 30, 2022; and

WHEREAS, County and Contractor now desire to further extend the term of the Professional Services Contract as set forth below.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Extended Term. The term of the Professional Services Contract shall be extended through June 30, 2023.
2. Reaffirmation of Agreement. Except as modified by this Amendment No. 8, all terms and conditions of the Agreement and any prior amendments are reaffirmed and remain unmodified and in full force and effect.
3. Counterparts. This Amendment No. 8 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together, shall constitute one in the same original.

CONTRACTOR

By:

David C. Allen

David C. Allen

Title: Contractor

Date:

05/10/2022

CROOK COUNTY COURT

Seth Crawford, Judge

Date: _____

Jerry Brummer, Commissioner

Date: _____

Brian Barney, Commissioner

Date: _____

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: May 10, 2022

RE: *Pharmacy Consulting/Audit Services w/ Deller-Storo*
Our File No.: JAIL 13

Attached is the 1st extension to the PSC with Christina Deller-Storo. The original contract was entered into on February 17, 2022 and is set to terminate on June 30, 2022. Deller-Storo was contracted when Bi-Mart was bought by Walgreens and the contract with Martin Pharmacy Consulting was terminated.

Extension #1 extends the PSC through June 30, 2023.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, May 18, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.

EXTENSION #1 TO PROFESSIONAL SERVICES CONTRACT

This Extension to Professional Services Contract ("Extension") is entered into this 18th day of May 2022 and effective July 1, 2022, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County"), and Christina Deller-Storo, an independent contractor (hereinafter "Contractor").

RECITALS

WHEREAS, on February 17, 2022, County and Contractor entered into a Professional Services Contract (hereinafter "Contract") for pharmacy inspections and consulting services; and

WHEREAS, the Contract is set to expire by its own terms on June 30, 2022; and

WHEREAS, County and Contractor desire to extend the term of the Contract an additional year to June 30, 2023.

AGREEMENT

NOW, THEREFORE, in consideration of the promises set forth herein, the parties to this Extension agree as follows:

1. Term. The Contract is hereby extended an additional year to expire on June 30, 2023.
2. Reaffirmation of Professional Services Contract. Except as modified by this Extension, all terms and conditions of the Contract are reaffirmed and remain unmodified and in full force and effect.
3. Counterparts. This Extension 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, the parties have hereunto affixed their hands and seals the date first hereinabove written.

For Contractor:



Christina Deller-Storo

Date: 05 / 09 / 2022

For County:

Seth Crawford, County Judge

Jerry Brummer, Commissioner

Brian Barney, Commissioner

Date: _____

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler

DATE: May 11, 2022

RE: *Justice Center CM/GC w/ Kirby Nagelhout*
Our File No.: CT. CONTRACTS 281(A)

Enclosed is an Early Work Gross Maximum Price Amendment to our CMGC contract with Kirby Nagelhout (the "Early Work GMP") for construction services for the new Justice Center. This Early Work GMP covers a host of work shown on Attachment 1 including earthwork, the installation of geo-piers, utilities, a survey, and demolition of the existing building.

The price for the work is \$1,098,537.85. One or more further GMP amendments will be executed as the work progresses. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, May 18, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.



AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of May in the year 2022 ("Amendment 1"), is incorporated into the accompanying AIA Document A133™–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated on or around the third day of March in the year 2021 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Crook County Justice Center
260 NE 2nd Street
Prineville, Oregon 97754

THE OWNER:
(Name, legal status, and address)

Crook County Oregon
300 NE 3rd Street
Prineville, Oregon 97754

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Kirby Nagelhout Construction Company
63049 Lower Meadow Drive
Bend, Oregon 97701

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish an Early Work Guaranteed Maximum Price, as described on Attachment 1, incorporated herein. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. This Amendment 1 covers only the Early Work; the total Project will involve a separate amendment or amendments with another Guaranteed Maximum Price. Owner reserves the right to terminate the Agreement

for convenience under the provisions of the Article 10 at any time prior to the execution of the full-scope Guaranteed Maximum Price.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million Ninety-Eight Thousand Five Hundred Thirty Seven and 85/100 Dollars (\$ 1,098,537.85), subject to additions and deductions by Change Order as provided in the Contract Document

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 5.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Itemized Statement attached to this Amendment and identified as "Attachment 1."

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 5.1.1 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 5.1.2 of the Agreement.

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of execution of this Amendment.

☐ [] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

(Paragraphs deleted)

A Date of Substantial Completion shall be established when the Guaranteed Maximum Price for the entire project has been agreed to.

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the following:

Provide the ditch for the relocation of the Cascade Natural Gas line and backfill same; complete demolition of the existing building and removal of all debris; design of Geo-Piers and installation of approved design; site survey necessary to complete all site work; and all General Conditions & Requirements necessary to support the above work.

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

As described on Contractor's Clarifications, attached herein as Attachment 2.

(Paragraphs deleted)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

Crook County Oregon

Kirby Nagelhout Construction Company

OWNER (Signature)


CONSTRUCTION MANAGER (Signature)

Jeff Deswert President

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:00:19 ET on 05/09/2022.

PAGE 1

This Amendment dated the day of May in the year 2022 ("Amendment 1"), is incorporated into the accompanying AIA Document ~~A133™ 2019, A133™ 2009~~, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated on or around the third day of March in the year 2021 (the "Agreement")

...

Crook County Justice Center
260 NE 2nd Street
Prineville, Oregon 97754

...

Crook County Oregon
300 NE 3rd Street
Prineville, Oregon 97754

...

Kirby Nagelhout Construction Company
63049 Lower Meadow Drive
Bend, Oregon 97701

...

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price, an Early Work Guaranteed Maximum Price, as described on Attachment 1, incorporated herein. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. This Amendment 1 covers only the Early Work; the total Project will involve a separate amendment or amendments with another Guaranteed Maximum Price. Owner reserves the right to terminate the Agreement for convenience under the provisions of the Article 10 at any time prior to the execution of the full-scope Guaranteed Maximum Price.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million Ninety-Eight Thousand Five Hundred Thirty Seven and 85/100 Dollars (\$ 1,098,537.85), subject to additions and deductions by Change Order as provided in the Contract ~~Documents.~~Document

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section ~~3.2.1~~ 5.2.1 of the Agreement.

PAGE 2

See Itemized Statement attached to this Amendment and identified as "Attachment 1."

§ **A.1.1.3** The Construction Manager's Fee is set forth in Section ~~6.1.2~~ 5.1.1 of the Agreement.

§ **A.1.1.4** The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section ~~6.1.3~~ 5.1.2 of the Agreement.

~~§ **A.1.1.5 Alternates**~~

~~§ **A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:~~

Item	Price
------	-------

~~§ **A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ **A.1.1.6** Unit prices, if any:~~

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

...

☒ The date of execution of this Amendment.

...

~~_____ ☐ Not later than () calendar days from the date of commencement of the Work.~~

~~_____ ☐ By the following date:~~

~~A Date of Substantial Completion shall be established when the Guaranteed Maximum Price for the entire project has been agreed to.~~

~~§ **A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:~~

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

~~§ **A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.~~

§ **A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the ~~Contract Documents and the following:~~ following:

Provide the ditch for the relocation of the Cascade Natural Gas line and backfill same; complete demolition of the existing building and removal of all debris; design of Geo-Piers and installation of approved design; site survey necessary to complete all site work; and all General Conditions & Requirements necessary to support the above work.

~~§ **A.3.1.1** The following Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
----------	-------	------	-------

~~§ A.3.1.2~~ The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
---------	-------	------	-------

~~§ A.3.1.3~~ The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
--------	-------	------

~~§ A.3.1.4~~ The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

~~§ A.3.1.5~~ Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

PAGE 3

As described on Contractor's Clarifications, attached herein as Attachment 2.

~~§ A.3.1.7~~ The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

Crook County Oregon

Kirby Nagelhout Construction Company

OWNER (Signature)

(Printed name and title)

OWNER (Signature)

(Printed name and title)

~~§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:~~

~~(List name, discipline, address, and other information.)~~

CONSTRUCTION MANAGER (Signature)

 Jeff Deswert President

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

This Amendment to the Agreement entered into as of the day and year first written above.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brian Barney, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:00:19 ET on 05/09/2022 under Order No. 2114313138 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

KNCC – CC Justice Center – Early Work Amendment

5.04.2022

Early Work Amendment, Bid Package 000 (May 16, 2022 - August 16, 2022)				
	Month	Lump Sum	Notes	
Earthwork Early		\$ 48,500.00	Early Bldg. Pad to support geo pier and include erosion and sediment control plan	
Piers		\$ 510,000.00	Subcontractor Quote	
Survey		\$ 22,700.00	Subcontractor Quote	
Onsite Utilities (Gas and Sanitary)		\$ 15,080.00	Existing and Alleyway Sewer and Gas	
Gas Piping (Offsite Re-Route)		\$ 21,931.00	Cascade NG, Piping Only (incl. excavation)	
Demolition of Bldg.		\$ 91,000.00	Subcontractor Quote	
Early Mob (Staff)	\$ 61,320.00	\$ 183,960.00	(3) months	
GC's (equip)	\$ 51,646.00	\$ 154,938.00	(3) months	
Electrical		\$ -	Owner contract direct with Pacificorp	
Subtotal		\$ 1,048,109.00		
Fee		\$ 30,919.22		
PB		\$ 9,171.74		
GLI		\$ 10,337.90		
		\$ 1,098,537.85		

Crook County review for incorporation into A133 Exhibit A.1

Bend Office
63049 Lower Meadow Drive
Bend, Oregon 97701
541.389.7119
Portland Office
10180 SW Nimbus Avenue, Suite J3
Portland, Oregon 97223
503.530.8420
Pendleton Office
505 SW 16th Street
Pendleton, Oregon 97801
541.612.8575



ATTACHMENT 2 – CONTRACTOR’S CLARIFICATIONS

Project: Crook County Justice Center
Owner: Crook County

Job #: 1588
Date: May 6th, 2022

Contractor Assumptions & Clarifications

The following clarifications are intended to qualify assumptions and identify specific items included or exclusions within the GMP Amendment #1.

PROJECT SPECIFIC CLARIFICATION

1. All concealed conditions that differ from industry standards and/or require additional work not originally shown or intended may result in a modification to the Guaranteed Maximum Price, use of Contingency or Allowance funds.
2. All special inspections, observation reporting, and testing will be provided by the Owner.
3. 95% DP-A Site and Foundation Dwg Set_2022.03.28 was used for delegated design geo pier scope as part of this early work amendment.

EXCLUSIONS:

1. All permit fees, plan review fees, and SDC's to be paid by others.
2. Over excavation and replacement of undocumented fill at building pad per geo engineer recommendation per 5.1.2 of geo report. The volume of any over excavation if required cannot be quantified at this time and therefore is not included in this GMP #1 amendment and will be addressed on an as needed basis in forthcoming GMP #2 amendment if applicable.

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: May 9, 2022

RE: Godlasky Hangar Lease
Our File No.: Airport 43

Enclosed is a new hangar lease with Charles Godlasky involving hangar space at 4075 Aviation Blvd.

Godlasky's lease is for thirty years with an option to renew for an additional 10 years. These leases are typically for twenty years with an option for an additional 10 years. This lease includes an initial rent payment of \$10,067.20. Godlasky will then pay the annual rent at the rate of \$0.28 per square foot, with an adjustment at the start of the year (along with all other hangar leases) based on CPI. Kelly Coffelt recommends approval. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, May 18, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.

CROOK COUNTY/PRINEVILLE AIRPORT S39 GROUND LEASE AND USE AGREEMENT

This Crook County Prineville Airport S39 Ground Lease and Use Agreement ("Agreement" or "Lease") is made and entered into this 18th day of May, 2022 (the "Commencement Date"), by and between Crook County, a political subdivision of the State of Oregon ("County," or "Lessor") and Charles A. Godlasky ("Lessee"). Lessor and Lessee may hereinafter be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, County is the owner of the real property known as the Crook County Prineville Airport S39 (Airport);

WHEREAS, the Airport is currently managed by the City of Prineville pursuant to an Intergovernmental Agreement and operated by an Airport Manager (the Airport Manager and any persons or entities hereafter responsible for the management of the Airport shall be referred to as the "Manager");

WHEREAS, the Airport is the recipient of certain Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants, with County as sponsor, and is thus subject to ongoing compliance with all FAA regulations and guidance;

WHEREAS, Lessee desires to lease from Lessor and use certain Airport land and engage in certain non-commercial aeronautical activities at the Airport; and

WHEREAS, Lessor desires to lease to Lessee certain Airport land.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

1. PREMISES.

A. Leased Premises.

Lessor hereby leases to Lessee, pursuant to the rents, conditions, and provisions herein, 1408 square feet of ground space (the "Leased Premises") at the Airport in Crook County, Oregon, identified and generally described on Exhibit A, attached and incorporated herein.

B. Condition of Leased Premises.

Lessee warrants and represents that Lessee has carefully and completely examined and inspected the Leased Premises and Lessee fully understands its responsibilities and obligations with respect to the Leased Premises and this Agreement. Lessee accepts the Leased Premises in an "AS IS", "WHERE IS" condition without representation or warranties from Lessor as to the condition, suitability, or sufficiency of the Leased Premises for engaging in the non-commercial aeronautical activity described or contemplated by this Agreement. To the best of Lessor's knowledge, the Leased Premises complies with all applicable federal, state, and local environmental regulations and standards. Lessee agrees that it has inspected the Leased Premises and is fully

advised of its own rights without reliance upon any representation made by Lessor concerning the environmental condition of the Leased Premises. Lessee, at its sole cost and expense, agrees that it shall be fully responsible for the remediation of any violation of any applicable federal, state, or local environmental regulations or standards that is caused by Lessee, its officers, agents, servants, employees, contractors, subcontractors, or invitees.

2. LEASE TERM.

A. Initial Term.

Starting on the Commencement Date, the Leased Premises will be leased for a term of 30 years (the "Initial Term"), unless earlier terminated pursuant to the terms of this Lease.

B. Extended Term.

If Lessee is not in default under the Lease, Lessee has the option to extend the term for one additional period(s) of 10 years (the "Extended Term") by providing written notice thereof to Lessor not more than 180 days or less than 90 days before the expiration of the Initial Term or the current Extended Term (for purposes of this Agreement, both the Initial Term and Extended Term may hereafter be referred to simply as the "Term"), on the condition that said written notice includes as an exhibit a professional, independent commercial inspection of the hangar and improvements, performed no more than six months before the date of the written notice, showing an expected useful life of the hangar of greater than 1.5 times the requested Extended Term.

C. Holdover.

There shall be no holdover period. Should Lessee remain in possession after the expiration of the Term, Lessee will be considered a tenant at sufferance, which Lessor may consider as triggering the termination, remedy, and surrender provisions of sections 16 – 18 below at any time without notice and Lessee will be liable for any and all damages resulting from such unauthorized holdover (including but not limited to any and all damages that Lessor is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the improvements).

3. RENT.

A. Initial Rent.

Lessee shall pay Initial Rent of \$10,067.20 plus Rent, as defined in paragraph B, below, prorated for the current year ending December 31. Rent for the first year is due and payable upon the signing of this Lease.

B. Rent for Term.

Subject to paragraph C below, Lessee shall pay annual Rent at the rate of \$0.28 per square foot for the Leased Premises space for a total of \$394.24 per year of this lease term. Rent for each subsequent year of the Term is due each January 1. Any payments not received by January 1 will trigger the default provisions of 16.B.i below. All payments shall be made to the Manager. Manager hereby reserves the right to institute additional rent, in his sole discretion and not to exceed one-half of the base rent, calculated to cover documented common-area maintenance expenses and applicable to all Airport tenants.

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C. Adjustment of Rent.

Rent will be adjusted annually effective on January 1st (the "Adjustment Date"). Manager will deliver notice to Lessee of the amount of the adjustment and the new Rent not less than 30 days before Rent is due each year, calculated pursuant to the provisions below.

i. Annual Adjustment.

For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment in subsection ii below, County will adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index (the "Index") published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled "U.S. City Average, All Items, All Urban Consumers, 1982-84=100" for the year of the Commencement Date or the prior year's Rent, as applicable, and the latest figures preceding the current Adjustment Date. All comparisons will be made using Index figures derived from the same base period and in no event will this provision operate to decrease Rent. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.

ii. Appraisal Adjustment.

At five-year intervals, beginning for the year 2020, Lessor will procure an Appraisal Report, consistent with Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) to ascertain Fair Market Rent for all leased space at the Airport.

4. CONSTRUCTION AND IMPROVEMENTS.

A. Mandatory Improvements.

Lessee covenants and agrees that it shall construct a hangar and related improvements (collectively the "Project") on the Leased Premises. The Project and any future alterations, additions, replacements, or modifications to the Project are referred to as the "Improvements." Completion of the Project in a good and workmanlike manner is required as a condition of this Lease within twelve months of the Commencement Date. Lessee shall construct the Project in accordance with final plans and specification approved by the City in writing. Lessee is solely responsible for the required building permits. Construction of the outside of the hangar building above the concrete slab shall be completely finished 90 days following commencement of framing the hangar. Notice for the Project and any Improvements shall be submitted through the Manager to the FAA as required by FAA rules.

B. Survey.

Lessee, at Lessee's sole expense, shall have a legal survey of the Leased Premises completed by a licensed surveyor. Lessee must provide copies of the survey to Manager and a certificate indicating that the footprint of the building is in the correct location according to the master plan prior to the start of framing.

C. Authorization for Discretionary Improvements.

Following completion of the Project, Lessee may, at its sole discretion, perform modifications, renovations, improvements, or other construction work on or to the Leased Premises so long as it first submits all plans, specifications and estimates for the costs of the proposed work in writing and also requests and receives in writing approval from the Manager. Manager agrees to respond in writing to Lessee's requests for approval

within 30 calendar days of receipt of such requests. Lessee covenants and agrees that it shall fully comply with all provisions of this section 4 in the undertaking of any such Improvements.

D. Process for Approval of Plans.

Lessee's plans for the Project and any Improvements shall conform to the Airport's architectural standards. Lessee must also receive written approval, where required by law, from the FAA and local planning and building authorities. All plans, specifications, and work shall conform to all federal, state, and local laws, ordinances, rules, and regulations in force at the time the plans are presented for review.

E. Documents.

Lessee shall supply the Manager with comprehensive sets of documentation relative to the Project and any Improvements, including at a minimum, as-built drawings of each project in computer format, if possible.

F. Title to Improvements.

Title to the Project and all Improvements constructed by Lessee during the Term will be and will remain in the Lessee during the Term of the Lease. During the Term, Lessee is entitled, for all taxation purposes, to claim cost-recovery deductions and the like on all Improvements constructed by Lessee. Following the expiration of the Term or earlier termination of this Lease, title to the Improvements will pass pursuant to sections 13 and 16 below.

G. Lessor Cooperation.

Lessor, through the Manager, agrees to cooperate with Lessee in all respects in connection with Lessee's construction of the Project and any Improvements, provided that Lessor will not be required to pay any application fees or incur any other costs or liabilities in connection with the Improvements. Manager will appear as a witness in any legal or administrative proceedings to the extent reasonably necessary to construct the Project and Improvements.

5. USE OF LEASED PREMISES.

A. Permitted Uses.

The primary purpose of this Agreement is for Lessee to store aircraft in a hangar on the Leased Premises. As such, the following non-commercial aeronautical uses are permitted:

- Storage of aircraft;
- Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
- Storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangar's primary use;
- Storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangar's primary use;
- Storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., furniture or televisions;
- Construction of amateur-built or kit-built aircraft, provided that activities are conducted safely; and
- Storage of a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying, subject to Airport rules and regulations as currently in effect or may hereinafter be implemented.

B. Prohibited Uses.

Prohibited uses include, but are not limited to the following:

- Use as a residence;
- Operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, non-aeronautical business office;
- Activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar;
- Activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- Storage of household items that could be stored in commercial storage facilities;
- Long-term storage of derelict aircraft and parts;
- Storage of items or activities prohibited by local or state law;
- Fuel, and other dangerous and Hazmat materials; and
- Storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use.

C. Commercial Activity.

Lessee may not conduct any commercial activity on or near the Leased Premises without Manager's prior written consent. Lessee may use the Leased Premises and hangar to store the aircraft, even if the aircraft is used to support a commercial activity, but only if no commercial activity aside from mere storage of the aircraft takes place in or near the hangar. Duly registered non-profit flight clubs and subletting the Leased Premises are not considered a commercial activity under this section.

D. Hazardous Materials.

Hazardous materials stored in the hangar must be stored in Department of Transportation and OSHA approved containers and disposed of per hazardous waste requirements, as required by law. The total volume of stored hazardous materials may not exceed 5 US gallons. The storage of engine oil, in the manufacturer's original containers, will not be included in the calculation of the total allowable storage volume. To minimize fire hazard and hazardous waste contamination issues, the following actions are prohibited in the hangar: using combustible chemicals or cleaning solvents, fuel system draining, fuel system repair (except where the fuel system has been drained), chemical stripping, chemical washing, and painting (except as described elsewhere in this Agreement). Any hot work (i.e., cutting, welding, brazing, soldering, and grinding) may not be performed inside the hangar; any such work performed in the hangar itself must be done by a person properly licensed to perform such work. Lessee, and all persons performing work on Lessee's behalf, must at all times comply with all applicable current state and local laws, ordinances, regulations, and fire prevention codes.

6. COMPLIANCE WITH ALL LAWS.

Lessee hereby agrees to comply with all local, state, and federal laws, ordinances, guidance, rules and regulations as they may exist or be enacted in the future. Moreover, Lessee makes the following covenants.

A. Non-Discrimination.

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed,

maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

- (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

If Lessee provides any services at the Airport in relation to this Lease, Lessee hereby covenants that it will furnish said services on a reasonable basis to all users thereof, charge reasonable prices for each unit or service, and not unjustly discriminate in any manner thereof.

B. Federal Requirements.

Lessor is bound to comply with the following federal laws, executive orders, and regulations; Lessee will take no action to interfere with Lessor's compliance and will not take any act in violation itself:

i. Federal Laws.

- a. Title 49, U.S.C., subtitle VII, as amended;
- b. Davis-Bacon Act - 40 U.S.C. 276(a), *et seq.*;
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, *et seq.*;
- d. Hatch Act – 5 U.S.C. 1501, *et seq.*;
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, *et seq.*;
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f);
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c;
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, *et seq.*;
- i. Clean Air Act, P.L. 90-148, as amended;
- j. Coastal Zone Management Act, P.L. 93-205, as amended;
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a;
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f));
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794;

- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), (prohibits discrimination on the basis of disability);
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, *et seq.*;
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended;
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, *et seq.*;
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373;
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, *et seq.*;
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1;
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, *et seq.*;
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended;
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, *et seq.*;
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706; and
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252);

ii. Federal Regulations.

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement);
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment;
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice for Federally Assisted Airport Enforcement Proceedings;
- e. 14 CFR Part 150 - Airport noise compatibility planning;
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services;
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964;
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates;
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States;
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act);
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements);
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments; and

m. 49 CFR Part 20 - New restrictions on lobbying.

iii. Executive Orders.

- a. Executive Order 11246 - Equal Employment Opportunity;
- b. Executive Order 11990 - Protection of Wetlands;
- c. Executive Order 11998 - Flood Plain Management;
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs;
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction;
- f. Executive Order 12898 - Environmental Justice;
- g. Executive Order 13788 - Buy American and Hire American; and
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects.

7. RIGHTS AND RESERVATIONS OF LESSOR.

A. Hazards.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to, the right to prevent Lessee from erecting or permitting to be erected any building or other structure which, in the opinion of Lessor, would limit the usefulness of the Airport, constitute a hazard to aircraft or diminish the capability of existing or future navigational or navigational aids used at the Airport.

B. Development.

Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee. Accordingly, nothing contained in this Lease shall be construed to obligate Lessor to relocate Lessee as a result of any such Airport developments or improvements.

C. Subordination.

This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States Government, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. In the event that any such existing or future agreement directly causes a material restriction, impairment or interference with Lessee's primary operations on the Premises (Limitation) for a period of less than seven calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven calendar days, Lessee and Lessor shall negotiate in good faith to resolve or mitigate the effect of the Limitation.

If Lessee and Lessor are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven and 180 days, then for such period:

- (i) Lessee may suspend the payment of any rent due hereunder, but only if Lessee first provides adequate proof to Lessor that the Limitation has directly caused Lessee a material loss in revenue;
- (ii) subject to ordinary wear and tear, Lessor shall maintain and preserve the Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and

(iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation.

If the Limitation lasts more than 180 days, then

- (i) Lessor and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or
- (ii) Lessee may terminate this Lease upon 30 days' written notice to Lessor.

D. National Emergencies.

During any war or national emergency, Lessor shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government shall be suspended. Lessor shall not be liable for any loss or damages alleged by Lessee as a result of this action. However, nothing in this Lease shall prevent Lessee from pursuing any rights it may have for reimbursement from the United States Government. If any lease between Lessor and the United States Government executed pursuant to this section D directly causes a Limitation for a period of less than seven (7) calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven (7) calendar days, Lessee and Lessor shall negotiate in good faith to resolve or mitigate the effect of the Limitation. If Lessee and Lessor are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven and 180 days, then for such period

- (i) Lessee may suspend the payment of any rent due hereunder, but only if Lessee first provides adequate proof to Lessor that the Limitation has directly caused Lessee a material loss in revenue;
- (ii) subject to ordinary wear and tear, Lessor shall maintain and preserve the Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and
- (iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation.

If the Limitation lasts more than 180 days, then:

- (i) Lessor and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or
- (ii) Lessee may terminate this Lease upon 30 days' written notice to Lessor.

E. Sponsor Assurances.

Lessor covenants and agrees that during the term of this Lease it will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government through the Federal Airport Act; and Lessee agrees that this Lease and Lessee's rights and privileges hereunder shall be subordinate to the Sponsor's Assurances.

F. Easements.

Lessee's rights hereunder shall be subject to all existing and future utility and drainage easements and rights-of-way granted by Lessor for the installation, maintenance, inspection, repair or removal of facilities owned or operated by electric, gas, water, sewer, communication or other utility companies. Lessee's rights shall additionally be subject to all rights granted by any ordinance or statute which allows utility companies to use publicly owned property for the provision of utility services.

G. Rights of Ingress and Egress.

Lessor agrees Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways for automobiles and taxiways for aircraft including access during the construction phase of airport improvements, unless otherwise agreed to in writing by both parties. Such rights shall be consistent with the rules and regulations with respect to the occupancy and use of airport premises as adopted from time to time by the County and by the Federal Aviation Administration or any other state, federal, or local authority.

H. Relocation of Hangar and Leased Premises.

The precise location of the Premises where the Hangar is located is subject to County's discretion and modification. County may compel relocation of the Hangar at any time, in which case County will be responsible for all reasonable relocation costs. Lessee will be responsible for all Hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of the lessee, or if relocation is due to termination of this Agreement.

8. TAXES AND ASSESSMENTS.

Lessee agrees to timely pay any and all federal, state, or local taxes or assessments which may lawfully be levied against Lessee due to Lessee's use or occupancy of the Leased Premises or any improvements or property placed on the premises by Lessee as a result of its occupancy. Lessee shall furnish to the Manager a receipt showing said taxes or assessments are paid within thirty days of payment.

9. INSURANCE.

Lessee shall be responsible for any and all property damage insurance for Lessee's hangar, aircraft, and other property on the Leased Premises. Additionally, Lessee, at its sole cost and expense, shall procure and maintain at all times, in full force and effect during the Term of this Lease, a policy or policies of insurance, naming Crook County and the employer of Manager (currently, City of Prineville) as additional insureds and covering all risks arising directly or indirectly out of Lessee's activities at the Leased Premises, including but not limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) if Lessee or any occupant of the Leased Premises has property of others, including aircraft, in their care, custody, or control then they shall maintain hangar keeper's liability coverage with limits adequate to cover the potential damage. The limits for all such policies shall be the current statutory limit of liability for Lessor under the Oregon Tort Claims Act or \$1,000,000 per occurrence and \$2,000,000 in the aggregate, whichever is higher. Evidence of the required insurance coverages issued by an insurance company satisfactory to Lessor shall be provided to Manager by way of a Lessor-approved certificate of insurance upon commencement of this Agreement and each time Rent is due. The certificate of insurance shall contain a requirement that the insurance company notify Manager 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Lessee shall provide written notice to Manager within two calendar days after Lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused Lessee's insurance coverage to cease or be modified, it is Lessee's responsibility to notify Manager.

10. UTILITIES.

Lessee, at Lessee's sole cost and expense, shall be responsible for the installation and use of all utility services to all portions of the Leased Premises and for all other related utility expenses, including but not limited to deposits and expenses required for the installation of meters, if necessary. Lessee further covenants and agrees to pay all costs and expenses for any extension, maintenance, or repair of any and all utilities serving the Leased Premises. In addition, Lessee agrees that all utilities, air conditioning and heating equipment, and

other electrically operated equipment which may be used on the Leased Premises shall fully comply with all applicable Mechanical, Electrical, Plumbing, Building, and Fire Codes, as they exist or may hereafter be amended. Lessee expressly waives any and all claims, including a claim of Lessor's default of this Agreement, against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, interruption, or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system, or electrical apparatus or wires serving the Leased Premises.

11. MAINTENANCE AND SAFETY ISSUES.

A. Maintenance and Repairs by Lessee.

Lessee understands that this is a term lease and agrees to keep and maintain the Leased Premises in a good, clean and sanitary condition at all times, reasonable wear and tear excepted. Lessee covenants and agrees that it will not make or suffer any waste of the Leased Premises. Lessee, at Lessee's sole cost and expense, will make all repairs or replacements necessary to prevent the deterioration in condition or value of the Premises, including, but not limited to, the maintenance of and repairs to all hangars and other structures, doors, windows and roofs, and all fixtures, equipment, utilities, hangar modifications and surrounding pavement on the Premises. Lessee must paint the exterior of the hangar, as needed and reasonably directed by Lessor, with specifications and color to be approved in writing by the Manager. Lessee shall be responsible for all damages caused by Lessee, its agents, servants, employees, contractors, subcontractors, licensees or invitees, and Lessee agrees to fully repair or otherwise cure all such damages at Lessee's sole cost and expense.

Lessee agrees that all improvements, trade fixtures, furnishings, equipment and other personal property of every kind or description which may at any time be on the Leased Premises shall be at Lessee's sole risk or at the sole risk of those claiming under Lessee. Lessor shall not be liable for any damage to such property or loss suffered by Lessee's business or business operations which may be caused by the bursting, overflowing or leaking of sewer or steam pipes, from water from any source whatsoever, or from any heating fixtures, plumbing fixtures, electric wires, noise, gas or odors, or from causes of any other matter.

B. Access.

Lessor/Manager shall have the right and privilege, through its officers, agents, servants or employees, to inspect the Leased Premises. Except in the event of an emergency, Lessor shall conduct such inspections during Lessee's ordinary business hours and shall use its best efforts to provide Lessee at least twenty-four hours' notice prior to any inspection. Lessee will permit the Crook County Fire and Rescue (CCFR) Fire Marshal or his or her authorized agents to inspect the Leased Premises, and Lessee will comply with all requirements of the Fire Marshal or his or her authorized agents that are necessary to bring the Leased Premises into compliance with all applicable fire and building code requirements regarding fire safety, as such provisions exist or may hereafter be amended. Lessee shall maintain in proper condition accessible fire extinguishers of a number and type approved by the Fire Marshal or his or her authorized agents for the particular hazard involved.

C. Inspections and Repairs.

If Lessor/Manager determines during an inspection of the Leased Premises that Lessee is responsible under this Lease for any maintenance or repairs, Lessor shall notify Lessee in writing. Lessee agrees to begin such maintenance or repair work diligently within 30 calendar days following receipt of such notice and to then complete such maintenance or repair work within a reasonable time, considering the nature of the work to be done. If Lessee fails to begin the recommended maintenance or repairs within such time or fails to complete

the maintenance or repairs within a reasonable time, Lessor may, in its discretion, perform such maintenance or repairs on behalf of Lessee. In this event, Lessee will reimburse Lessor for the cost of the maintenance or repairs, and such reimbursement will be due on the date of Lessee's next annual Rent payment following completion of the maintenance or repairs.

D. Repairs Required of Lessor.

During any inspection, Lessor may perform any obligations that Lessor is authorized or required to perform under the terms of this Lease or pursuant to its governmental duties under federal, state, or local laws, rules, or regulations.

12. ASSIGNMENT, SUBLETTING, AND SUBORDINATION.

A. Limitations on Transfers.

Except as permitted under paragraph C below and section 15 below, Lessee must not, voluntarily or by operation of law, sell or transfer this Lease or any interest therein, sublet the Leased Premises or any part thereof, or grant any right to use the Leased Premises, the improvements, or any respective part thereof (each a "Transfer") without the prior written consent of Lessor, which must not be unreasonably withheld. Any attempted Transfer without such prior written consent will be void. Lessor's consent to a Transfer will in no event release Lessee, any assignee, sublessee, or any guarantor from their respective liabilities or obligations under this Lease or any guaranty of this Lease (including any liabilities or obligations arising during the Extended Term), nor relieve Lessee from the requirement of obtaining Lessor's prior written consent to any further Transfer. Lessor's acceptance of Rent from any other person will not be deemed to be a waiver by Lessor of any provision of this Lease or consent to any Transfer. The failure or refusal of Lessor to approve a requested Transfer shall not relieve Lessee of its obligations hereunder, including payment of Rent.

If Lessee is a corporation, partnership, limited liability company, or other entity or unincorporated association, then any Transfer of this Lease by merger, consolidation, liquidation, or change in the ownership of or power to vote the majority of the ownership interest of Lessee, will constitute a Transfer for the purposes of this Article.

B. Assignments Prohibited.

Except in the case of an assignment pursuant to a probate proceeding or for estate planning purposes, all assignments of this Agreement are prohibited. An assignment prohibited within the meaning of this section 12 includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise, or the creation of new stock or ownership interests, by which ownership or control of an aggregate of more than 50 percent of Lessee's stock or ownership interests must vest in a party or parties who are non-stockholders, partners, or members, as applicable, as of the Commencement Date.

C. Subletting.

Lessee has the right to sublet portions of the Leased Premises or the improvements only upon prior written consent from the Manager and only for a term or terms that will expire before the expiration of the Term. Upon written request by Lessor, Lessee will promptly deliver to Lessor complete copies of any and all subleases. Each sublease must contain the following terms and conditions:

- (a) The sublease will incorporate the terms, conditions, and covenants set forth in, and state that it is subject and subordinate to, this Lease and to any extensions, modifications, or amendments of this Lease;

(b) That rents due under the sublease (i) have been assigned to Lessor (and Lessee hereby assigns the rents to Lessor), to support performance of Lessee's covenants under this Lease, which assignment will be effective only on the occurrence of any event of default by Lessee under this Lease; and (ii) will, on receipt of written notification from Lessor that an event of default has occurred under this Lease, be paid by the subtenant directly to Lessor, subject to section 15, until the subtenant receives written notice from Lessor that Lessee has cured the event of default or is in the process of curing the event of default in a manner reasonably satisfactory to Lessor;

(c) If any act or omission of Lessee would give subtenant the right, immediately or after lapse of a period of time, to cancel or terminate the sublease, or to claim a partial or total eviction, subtenant will not exercise that right: (i) until it has given written notice of the act or omission to Lessor; and (ii) until a reasonable period of time for Lessor to cure the condition has passed.

13. SALE OF THE HANGAR AND IMPROVEMENTS.

If at any time during the Term or at the expiration of the Term, Lessee intends to sell the Improvements on the Leased Premises, Lessee hereby grants Lessor a right of first offer to purchase on the terms and conditions at which Lessor proposes to sell the property to a third party. Lessee shall give Manager written notice of its intent to sell and shall indicate the terms and conditions (including the sale price) upon which Lessee intends to sell the Improvements to a third party. Lessor shall thereafter have sixty days to elect in writing to purchase the Improvements. If Lessor declines to elect in writing to purchase the Improvements, Lessee may elect to sell to any third party upon the advance written approval of the Manager, which will not be unreasonably withheld—failure to do so may place the buyer in the untenable position of occupying space on County property without authorization to do so, trigger the termination, remedy, and surrender provisions of sections 16 - 18 below, and may result in legal action. Lessee's notice of intent to sell must include the name and contact information of the prospective buyer and the sale price. Provided, however, if the price at which Lessee intends to sell the Improvements is less than 90% of the price set forth in the notice of right of first offer to purchase, then Lessee shall again offer Lessor the right to acquire the Improvements upon the same terms and conditions available to the third party. In which case Lessor shall have thirty days to elect in writing to purchase the Improvements. If Lessor declines to elect in writing to purchase the Improvements, and the Manager consents to the sale to a third party, Lessee may choose from the following two options.

A. Termination of Lease and Execution of New Lease.

Manager's consent to the sale of Lessee's hangar and improvements upon the Leased Premises constitutes implied consent to negotiate in good faith with the prospective buyer for a new lease under the Airport's standard ground lease form as it may be amended from time to time.

B. Termination of the Lease and Removal of Property.

Should Manager consent to the sale of the Improvements and the buyer does not wish to enter into a new Lease, Lessee shall ensure such buyer removes the Improvements within 30 days of the sale and place the Leased Premises in a clean and buildable site leaving all utility hookups in place. This Agreement shall then automatically terminate at the end of the calendar year, provided that Lessee shall remain liable for any damage to the Leased Premises or abandoned property pursuant to section 18 below.

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14. LIENS.

A. Lien Granted to Lessor.

Lessee hereby grants County a lien against the Improvements, aircraft, and all personal property that Lessee stores in the hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all unpaid amounts, County is hereby granted and has the right to take and recover possession of the Improvements and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar, Improvements, aircraft, or personal property and assertion of the lien.

B. Liens by Lessee.

Lessee acknowledges that it has no authority to engage in any act or to make any contract which may create or be the foundation for any lien upon the property or interest in the property of Lessor, subject to section 15. If any such purported lien is created or filed, Lessee, at its sole cost and expense, shall liquidate and discharge the same within 30 days of such creation or filing. Lessee's failure to discharge any such purported lien shall constitute a breach of this Lease and Lessor may terminate this Lease upon 30 days' written notice. However, Lessee's financial obligation to Lessor to liquidate and discharge such lien shall continue in effect following termination of this Lease and until such a time as the lien is discharged.

15. LEASEHOLD MORTGAGES

A. Right to Mortgage Leasehold

Notwithstanding Articles 12 and 14 or any other provision to the contrary, in addition to any other rights granted and without any requirement to obtain Lessor's consent, Lessee has the right to mortgage or grant a security interest in Lessee's interest in this Lease, the Leased Premises, and the Improvements under one or more leasehold mortgages to one or more Lending Institutions (as defined in section 15.B. below), and to assign this Lease as collateral security for those leasehold mortgages, on the condition that all rights acquired under the leasehold mortgages are subject to every covenant, condition, and restriction set forth in this Lease, and to all rights and interests of Lessor, none of which covenants, conditions, restrictions, rights, or interests is or may be waived by Lessor by reason of the right given to mortgage or grant a security interest in Lessee's interest in this Lease and the Premises and the Improvements, except as expressly provided otherwise.

B. Defined Terms

Any mortgage, deed of trust, financing statement, security agreement, or other financing instrument granted by Lessee pursuant to this section 15 is referred to as a "Permitted Leasehold Mortgage," and the holder of or secured party under a Permitted Leasehold Mortgage is referred to as a "Permitted Leasehold Mortgagee." The term "Lending Institution" means any commercial, national, or savings bank, savings and loan association, trust company, pension trust, foundation, or insurance company, and any other entity, person, corporation, partnership, or otherwise making a loan on the security of Lessee's interest in this Lease or any portion of the Leased Premises or the Improvements.

C. Lender Protections

If a Permitted Leasehold Mortgagee sends to Lessor a true copy of its Permitted Leasehold Mortgage, together with written notice specifying the name and address of the Permitted Leasehold Mortgagee, then as

long as the Permitted Leasehold Mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Lessor, the following provisions will apply:

i. No Modifications or Terminations

This Lease may not be (a) amended or modified, or (b) terminated or canceled by reason of the exercise of any option or election by Lessee, or by the giving of any notice by Lessee, unless such amendment, modification, termination, or cancellation by Lessee is assented to in writing by the Permitted Leasehold Mortgagee. Any such attempted amendment or modification, termination, or cancellation by Lessee without the Permitted Leasehold Mortgagee's assent is void.

ii. Notice to Permitted Leasehold Mortgagees

Upon serving Lessee with any notice under this Lease, whether of default or any other matter, Lessor will simultaneously serve a copy of the notice on the Permitted Leasehold Mortgagee, and no notice to Lessee will be deemed given unless a copy is so served on the Permitted Leasehold Mortgagee in the manner provided in this Lease for giving notices.

iii. Right to Cure

In the event of any default by Lessee under this Lease, each Permitted Leasehold Mortgagee has the same period as Lessee has, plus 30 days, after service of notice on it of the default, to remedy or cause to be remedied or commence to remedy and complete the remedy of the default complained of, and Lessor must accept that performance by or at the instigation of the Permitted Leasehold Mortgagee as if the same had been done by Lessee. Each notice of default given by Lessor must state the amount of any Rent that is then claimed to be in default.

iv. The Right to Postpone

If Lessor elects to terminate this Lease because of any default of Lessee, the Permitted Leasehold Mortgagee will have, in addition to the rights granted under the preceding section, the right to postpone and extend the specified date for the termination of this Lease as fixed by Lessor in its notice of termination, for a period of 12 months, as long as the Permitted Leasehold Mortgagee (a) cures or causes to be cured any then-existing defaults in payment of Rent and meanwhile pays the Rent, and (b) forthwith takes steps to acquire or sell Lessee's interest in this Lease by foreclosure of the Permitted Leasehold Mortgage or otherwise and prosecutes the same to completion with reasonable diligence and continuity.

v. The Right to a New Lease

Lessor agrees that if this Lease is terminated by reason of any default by Lessee, other than for nonpayment of the Rent and other payments herein provided for, Lessor will enter into a new lease for the Premises and the Improvements with the holder of the then First Leasehold Mortgage on this Lease, or with its nominee or designee, for the remainder of the Term, effective as of the date of the termination, at the Rent and on the other terms and provisions as herein contained and subject only to the same conditions of title as this Lease was subject on the date of the execution hereof, and to the rights, if any, of any parties then in possession of the Leased Premises or any portion thereof, provided as follows:

- a. The holder will request the new lease within 30 days after the date of termination of the Lease;

- b. The holder will pay to Lessor at the time of execution and delivery of the new lease all sums as to which the First Leasehold Mortgagee will have been provided with prior notice and which would at the time of execution and delivery thereof be due under this Lease had it not terminated, together with any expenses, including reasonable attorney fees, to which Lessor will have been subjected by reason of the default;
- c. Lessor will not warrant possession of the Premises to the Lessee under the new lease;
- d. The new lease will be expressly made subject to the rights, if any, of Lessee under this terminated Lease;
- e. Tenant under the new lease will have the same right, title, and interest in and to the Premises as Lessee had under this Lease (except as otherwise provided herein); and
- f. The holder will not be obligated to perform any obligations of Lessee hereunder until the holder actually acquires possession of the Premises.

vi. Bankruptcy of Lessee

Nothing herein contained will require any holder of a Permitted Leasehold Mortgage or its nominee or designee to cure any default of Lessee arising out of its bankruptcy, insolvency, reorganization, or other proceeding under the bankruptcy or insolvency laws of the United States or the State of Oregon or otherwise.

vii. Insurance Policies

Lessor agrees that the name of the Permitted Leasehold Mortgagee may be added to the "loss payable endorsement" of any or all insurance policies required to be carried by Lessee.

16. TERMINATION AND DEFAULT.

A. Termination

This Lease shall terminate automatically at the expiration of the Term.

B. Default.

In addition to the expiration of the Term and other termination rights contained elsewhere in this Lease, the occurrence of any one or more of the following constitutes an event of default under this Lease:

- i. If Lessee fails to pay any rent, fees, or other charges due under this Lease, Lessor shall deliver to Lessee a written invoice and notice to pay the invoice within ten calendar days. If Lessee fails to pay the balance outstanding within such time, Lessor shall have the right to terminate this Lease immediately;
- ii. Failure by Lessee to complete construction of the Project within the time allotted in section 4;
- iii. Failure by Lessee to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after notice thereof is given to Lessee;
- iv. Failure by Lessee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than i and iii above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Lessee; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Lessee begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after Lessor's notice is given to Lessee;

- v. Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors other than a Leasehold Mortgagee under section 15; Lessee files a voluntary petition in bankruptcy; Lessee is adjudged bankrupt or a receiver is appointed for Lessee's properties; the filing of an involuntary bankruptcy petition and Lessee's failure to secure a dismissal of the petition within 75 days after filing; or the attachment of or the levying of execution on the leasehold interest and Lessee's failure to secure discharge of the attachment or release of the levy of execution within 30 days; or
- vi. Lessee is in default after the lapse of any applicable notice and cure period under any mortgage, deed of trust, or contract of sale secured by the improvements on the Leased Premises.

17. REMEDIES.

A. Remedies.

Upon the occurrence of an event of default, Lessor may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

- i. Lessor may terminate this Lease by written notice to Lessee;
- ii. Lessor or Lessor's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Leased Premises and the improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Leased Premises and the Improvements, to the end that Lessor may have, hold, and enjoy the Leased Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE LEASED PREMISES OR THE IMPROVEMENTS BY LESSOR WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO LESSEE.
- iii. Lessor may, without terminating the Lease, relet the whole or any part of the Premises and the improvements from time to time, either in the name of Lessor or otherwise, to any persons, for any terms ending before, on, or after the expiration date of the Term, at any rentals and on any other conditions (including concessions and free rent) that Lessor determines to be appropriate. To the extent allowed under Oregon and Federal law, Lessor will have no obligation to relet all or any part of the Leased Premises or the improvements and will not be liable for refusing to relet the Leased Premises or, in the event of reletting, for refusing or failing to collect any rent due on such reletting; and any action of Lessor will not operate to relieve Lessee of any liability under this Lease or otherwise affect such liability. Lessor at its option may make any physical change to the Leased Premises or the improvements that Lessor, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed reletting, without relieving Lessee of any liability under this Lease or otherwise affecting Lessee's liability.
- iv. Whether or not Lessor retakes possession of or relets the Leased Premises and the improvements, Lessor has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by Lessor in restoring the Leased Premises or otherwise preparing the Leased Premises and the improvements for reletting, and all costs incurred by Lessor in reletting the Leased Premises and the improvements.
- v. To the extent permitted under Oregon law, Lessor may sue periodically for damages as they accrue without barring a later action for further damages. Lessor may in one action recover

accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Leased Premises and the improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If Lessor relets the Leased Premises and the improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

B. Lessor's Self-Help Right.

If Lessee at any time (a) fails to pay any tax or assessment in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving Lessor's right to take any action that is permissible under this Lease as a result of the default, Lessor may, but is under no obligation to, (i) pay any tax, assessment, or make any other payment required of Lessee under this Lease, and (ii) perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Premises and the improvements for any such purpose, and take any action that may be necessary. All payments so made by Lessor and all costs and expenses incurred by Lessor, including reasonable attorney fees, in connection with the performance of any such act will constitute additional rent payable by Lessee under this Lease and must be paid to Lessor on demand.

C. No Waiver.

No failure by Lessor to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by Lessor. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

D. Remedies Cumulative and Nonexclusive.

Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Lessor's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

18. SURRENDER.

Lessor is not responsible for any loss or damages occurring to any property owned by Lessee or any sub-lessee. The provisions of this section 18 survive any termination of this Agreement.

A. No Delay.

Except as otherwise provided herein, on the last day of the Term or the last day Lessee is entitled to possession of the Leased Premises under this Lease, if the Parties are not then negotiating a new lease, Lessee shall surrender and deliver up the premises to Lessor without delay.

B. Removal of Property.

If Lessee is still entitled to possession, Lessee may remove the hangar, other improvements, and personal property of Lessee, a sublessee, or any other guest/invitee (collectively, "Lessee's Property") on the Leased Premises so long as said improvements are removed on or before the last day that the Lessee is entitled to possession of the Leased Premises. After removal of said improvements, Lessee shall place the premises in a clean and buildable site leaving all utility hookups in place. Any of Lessee's Property that remains on the Leased Premises after the termination of this lease may, at the option of Lessor (1) be deemed to have been abandoned by Lessee or such sub-lessee and may either be retained by Lessor as its property and all rights of Tenant with respect to it will cease or be disposed of, without accountability, in such manner as Lessor sees fit, or (2) if Lessor gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If Lessor elects to hold Lessee to Lessee's obligation to remove, Lessor may effect a removal and place the cost of removal, transportation to storage, and storage on Lessee.

19. RELEASE AND INDEMNIFICATION.

Lessee hereby assumes all liability and responsibility for property loss, property damage, and/or personal injury of any kind, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with its use of the Airport under this Lease or with the leasing, maintenance, use, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of Lessor or Manager, its officers, agents, servants, or employees.

Lessee covenants and agrees to, and does to the extent allowed by law, without waiving any defenses provided by law, hereby indemnify, hold harmless, and defend Lessor and Manager, its officers, agents, servants, and employees from and against any and all claims or lawsuits for either property damage or loss (including alleged damage or loss to Lessee's business and any resulting lost profits) and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with Lessee's use of the Airport under this Lease or with the use, leasing, maintenance, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of Lessor or Manager, its officers, agents, servants, or employees.

Lessee assumes all responsibility and agrees to pay Lessor and Manager for any and all injuries or damages to Lessor's property which arise out of or in connection with any and all acts or omissions of Lessee, its officers, agents, employees, contractors, subcontractors, licensees or invitees, except to the extent caused by the gross negligence or willful misconduct of Lessor, its officers, agents, servants, or employees.

Lessor and Manager do not guarantee police protection to Lessee, and sublessee or their property. Lessor/Manager is obligated only to provide security adequate to maintain Lessor's certification under FAA regulations. Lessee shall comply with all applicable regulations of the FAA relating to airport security. Lessee shall pay all fines imposed by the FAA on Lessor, Manager or Lessee resulting from Lessee's or any sublessees' failure to comply with such FAA regulations or to prevent unauthorized persons or parties from their obtaining access to the air operations area of the Airport from the Leased Premises.

20. NOTICES.

The Parties are required to update the information in this section. Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered (i) when hand-delivered to the other party at such addresses listed below, or at such other addresses as the receiving party may designate by proper notice to the sending party, or (ii) three days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To Lessor:
Crook County/Prineville Airport S39
Attn: Kelly Coffelt
4585 SW Airport Road
Prineville, OR 97754

To Lessee:
Charles A. Godlasky
8119 SW Pokegama Dr.
Powell Butte, OR 97753

With a copy to:
Crook County Counsel
300 NE 3rd Street
Prineville, OR 97754

21. MISCELLANEOUS.

A. Governmental Powers.

Nothing in this lease should be construed or interpreted to mean that the County waives, surrenders, or sacrifices any of its governmental powers in any way.

B. Licenses and Permits.

Lessee shall, at its sole expense, obtain and keep in effect all licenses and permits necessary or required for its operations at the Airport.

C. Relationship of the Parties.

Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Lessor and Lessee.

D. Signs.

No signs are permitted on the exterior of any hangars without the express written consent of the Manager. Any such approved signs must conform with the size, color, location, and manner of display of other signs at the Airport and be maintained in a safe, neat, and well-kept condition.

E. Cooperation between Tenants.

Lessee must cooperate with all other tenants and users of the Airport and must at all times use the Leased Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users and tenants. Any difference or conflict that may arise between Lessee and other users or tenants will be resolved by the Manager in the Manager's sole discretion and not subject to challenge or appeal. If Lessee's lawful enjoyment of the Leased Premises is impaired because of any act or omission of another tenant, Lessee will have no claim against County or its agents.

F. Survival.

All agreements (including but not limited to indemnification agreements) set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

G. Severability.

If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

H. Non-Waiver.

The failure of Lessor to insist upon the performance of any term or provision of this Lease or to exercise any right granted herein shall not constitute a waiver of Lessor's right to insist upon appropriate performance or to assert any such right on any future occasion.

I. Force Majeure.

If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any legal requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

J. Condemnation.

If the whole of the Leased Premises is taken by a public authority under the power of eminent domain, then the Term of this Agreement will cease on the day of possession by said public authority. If only a part of the Leased Premises is taken under eminent domain, Lessee will have the right to either terminate this Agreement or to continue in possession of the remainder of the Leased Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in full force and effect, with Rent reduced proportionately pursuant to the non-condemned and Lessee-occupied square footage.

K. Nonmerger.

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate of the Leased Premises.

L. Costs and Attorney Fees.

In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, Lessor and Lessee agree that each party shall be responsible for its own attorneys' fees.

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M. Applicable Law and Venue.

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. The Parties agree that any civil action will be brought in the circuit court in Crook County.

N. Signature Authority.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

O. Binding Effect.

The covenants and agreements contained in this Lease are binding on and inure to the benefit of Lessor, Lessee, and their respective successors and assigns.

P. Recordation.

This Agreement shall not be recorded. Lessee may elect that a memorandum of lease be executed and acknowledged by both parties and recorded in the public records of Crook County, at Lessee's cost.

Q. Time Is of the Essence.

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

R. Interpretation.

In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon must be given equal weight, and there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. Lessor and Lessee acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

S. Headings, Captions, and References.

The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term "Herein" refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

T. Entire Agreement.

This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and Lessor mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease.

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U. Counterparts.

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first set forth above.

For Lessee

Charles A. Godlasky

By: _____

Charles A. Godlasky

Date: _____

5/1/2022

For Crook County

CROOK COUNTY COURT

Seth Crawford, County Judge

Date: _____

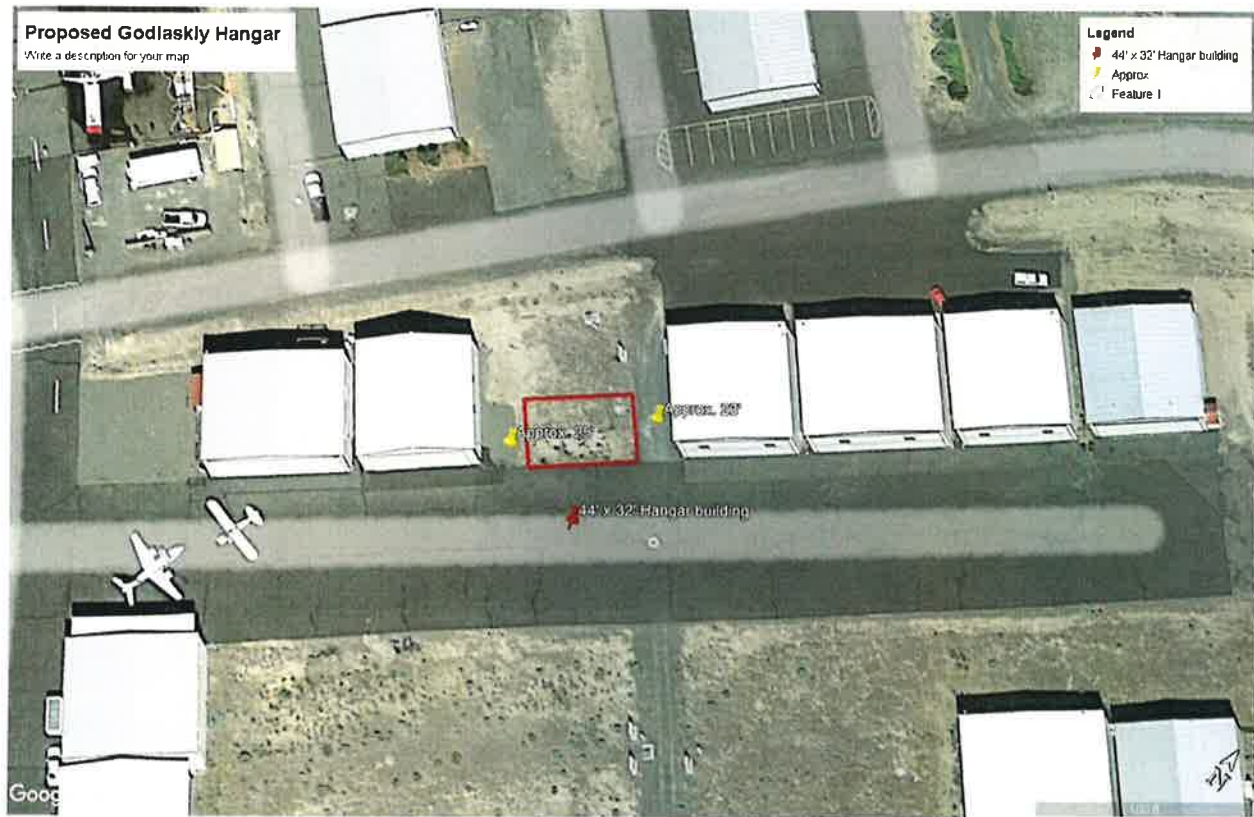
Jerry Brummer, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

Exhibit A



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

IN THE MATTER OF ADOPTING)	
A POLICY REGARDING HOW)	
THE COUNTY MAY DECIDE)	ORDER NO. 2022- <u>17</u>
TO REIMBURSE EMPLOYEES)	
FOR THE COSTS OF DEFENDING)	
AGAINST BAR COMPLAINTS)	

WHEREAS, certain County employees are required by the nature and scope of their employment to be licensed to practice law under the rules of the Oregon State Bar. As such, the employees are subject to complaint procedures of the Bar for violations of the Rules of Professional Conduct; and

WHEREAS, complaints made to the Bar are not torts under ORS 30.285, but the County may determine, on a case-by-case basis, that it will assist in the defense of such complaints.

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that:

Section 1. The Crook County Employee Handbook is amended to include the “Bar Complaint Representation Reimbursement Policy” as depicted on Exhibit A, attached hereto and incorporated herein.

Section 2. County staff are authorized to make formatting and pagination changes to the Employee Handbook as may be necessary to effectuate this Order 2022-17.

DATED this _____ day of _____, 2022.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___

EXHIBIT A
BAR COMPLAINT LEGAL REPRESENTATION REIMBURSEMENT POLICY

Statement of Policy

Crook County may consider, on a case-by-case basis, whether to provide employees with reimbursement for representation costs associated with complaints, investigations or other actions involving the Oregon State Bar Association. For a request for reimbursement to be considered by Crook County, the complaint, investigation or other action must arise out of activities/conduct undertaken by the employee while acting in the course and scope of employment and in a manner consistent with County procedures and policies.

Applicability

This policy applies to employees of Crook County who operate pursuant to professional licensure/certification standards of the Oregon State Bar. This policy only applies to Bar complaints that are not covered by Crook County Bar complaint insurance policy, if any.

General

Crook County is not legally obligated to defend employees with regard to professional licensure or certification complaints, investigations or other actions. However, in certain instances, the Crook County will consider providing on-going reimbursement of costs incurred by employees with regard to complaints, investigations or other actions involving the Oregon State Bar Association where the subject activities/conduct was undertaken by the employee while acting in the course and scope of his/her employment with Crook County.

Process

If an employee plans to request reimbursement from Crook County regarding a complaint, investigation, or other action involving boards or other entities regulating the employee's professional licensure or certification, the employee will, at the earliest opportunity, but no later than three (3) business days after receiving notice of the underlying complaint, investigation, or other action, notify his/her immediate supervisor. Thereafter, the employee will cooperate fully with the supervisor such that the supervisor and the employee may jointly prepare a formal written request for reimbursement. The written request will summarize the relevant information and will include an assessment by the supervisor as to the merits, if any, of the complaint, investigation or other action. The written request will be sent to the employee's Department Head for review and decision. The Department Head will then make a written decision on whether or not to approve the request for reimbursement, and

identify applicable conditions/limitations. The decision of the Department Head will be final.'

Documentation

The employee will provide his/her supervisor with such documentation showing the amount sought for reimbursement as the supervisor may request, and as may be required by the County Finance office.

Reimbursement Cap

If the Department Head approves the request for reimbursement, the maximum amount that will be reimbursed is \$15,000.00.

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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**THIRD AMENDMENT TO
OREGON HEALTH AUTHORITY
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
PREVENTION, AND PROBLEM GAMBLING SERVICES #173132**

This Third Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Crook County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County 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. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. 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.

6. Signatures.

Crook County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 18, 2021; e-mail in contract file.

ATTACHMENT 1

EXHIBIT C
Financial Pages

MODIFICATION INPUT REVIEW REPORT																	
MOD#: M0640																	
CONTRACT#: 173132				CONTRACTOR: CROOK COUNTY													
INPUT CHECKED BY: _____				DATE CHECKED: _____													
PROJ				EFFECTIVE		SLOT		OPERATING		STARTUP PART		PART		PAAF		CLIENT	
SE#	FUND	CODE	CPMS PROVIDER	DATES	CHANGE/TYPE		RATE	DOLLARS	DOLLARS ABC	IV	CD	BASE	CODE	SP#			
CALENDAR YEAR: 2022																	
BASE		SYSTEM MANAGEMENT AN															
1	804	MHS01	1/1/2022 -12/31/2022	0	/NA		\$0.00	\$22,202.61	\$0.00	C	1	N		3			
TOTAL FOR SE# 1								\$22,202.61	\$0.00								
BASE		AID & ASSIST															
4	804	AAP	1/1/2022 -12/31/2022	0	/NA		\$0.00	\$316.13	\$0.00	A	1	Y					
TOTAL FOR SE# 4								\$316.13	\$0.00								
BASE		NI JAIL DIVERSION															
9	804	NIJAIL	1/1/2022 -12/31/2022	0	/NA		\$0.00	\$9,568.76	\$0.00	A	1	Y					
TOTAL FOR SE# 9								\$9,568.76	\$0.00								
BASE		INVOICE SERVICES															
17	804	INVOIC	1/1/2022 -12/31/2022	0	/NA		\$0.00	\$491.15	\$0.00	C	1	Y		2			
TOTAL FOR SE# 17								\$491.15	\$0.00								
BASE		NON-RESIDENTIAL MENT															
20	401	MHNRMH	1/1/2022 -12/31/2022	0	/NA		\$0.00	-\$251,965.82	\$0.00	A	1	Y		1			
BASE		NON-RESIDENTIAL MENT															
20	804	MHNRMH	1/1/2022 -12/31/2022	0	/NA		\$0.00	\$148,123.45	\$0.00	A	1	Y					
TOTAL FOR SE# 20								-\$103,842.37	\$0.00								
BASE		COMMUNITY CRISIS SER															
25	804	CRISIS	1/1/2022 -12/31/2022	0	/NA		\$0.00	\$11,888.42	\$0.00	A	1	Y					
TOTAL FOR SE# 25								\$11,888.42	\$0.00								
BASE		NON-RESIDENTIAL MENT															
20	804	MHNRMH	7/1/2022 -12/31/2022	0	/NA		\$0.00	\$125,982.91	\$0.00	A	1	Y					
TOTAL FOR SE# 20								\$125,982.91	\$0.00								
TOTAL FOR 2022								\$66,607.61	\$0.00								
TOTAL FOR M0640 173132								\$66,607.61	\$0.00								

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 04/12/2022

Contract#: 173132
REF#: 004

REASON FOR FAAA (for information only):

This contract amendment is for Administrative adjustment to funding and the adding of inflation dollars.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0640 1 Special Condition #M0514 in BASE Agreement, regarding "MHS 20 Services" applies.
- M0640 2 A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26,27,28,30,34 and 36 from 01/01/2022 to 12/31/2022 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate scheduled found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.
- M0640 3 The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement becomes executed.