



**CROOK COUNTY COURT MEETING**  
**Crook County Annex | 320 NE Court St. | Prineville OR**  
**WEDNESDAY, February 3, 2021 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: 126 320 5412; Meeting Password: VFmR4z4PaM3**

**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 December 4, 2020 and January 15, 2021 Special Session; January 19, 2021 Work Session and January 8, 2020 and January 20, 2021 Regular Court Meeting
2. Approve Order 2021-10, Appointment to Crook County Boards and Committees
3. Stratus Health Translation Services Agreement
4. Approve Commute Options – Get There Rewards Program 2021 Agreement

**SCHEDULED APPEARANCES – None Scheduled**

**DISCUSSION**

5. Request to Purchase a New Vehicle for Community Development Requester: Ann Beier (10 Minutes)

**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.*

**BE IT REMEMBERED THAT** the Crook County Court met in a Special Session on December 4, 2020, at 3:00 p.m. in the Administration conference room located at 203 NE Court Street, Prineville, Oregon 97754. In attendance were: Judge Seth Crawford; Commissioner Jerry Brummer, Commissioner Brian Barney, Counsel Eric Blaine, Assistant Counsel John Eisler and Court Secretary Jennifer Orozco. Members of the public were present.

The meeting was called to order at 3:05 p.m.

Scott Aycock (COIC) and Kim Daniels (Prineville Chamber of Commerce) will work with Crook County and the City of Prineville to create an IGA which will allow COIC to manage application criteria and processing to disburse funds for approved applications from the COVID relief small business grant fund. Scott says that a high priority for the IGA is nailing down details of which entity is responsible for each step of the process. Kim is most concerned with the actual disbursement of the funds in the most efficient way possible and asked for details on the process, settling on setting up a billing for services. COIC bills the County for the approved funds, the County writes the check and mails the check to the applicant. A priority of the County is that the businesses who really needs the funds get them first. He wants a committee made up primarily of small local businesses, Facebook, possibly a bank owner for the fiscal side, to review and approve the applications. Casey Kiser, Brian Iversen, Kelsey Lucas, Kim Daniels, and Cassie \*\*\*\*\* will be on the committee and it will consist of 5 to 7 members.

Public comments included a local business owner that was denied for the first round, but who has been severely impacted by the work slowdown. County Counsel informed the attendees that the money is returned to the State if it is not used, and discussion of reapplications to ensure that all the money available is awarded to the County's businesses. By reviewing all applications before awarding a dollar amount, the entire amount could possibly be portioned out to all approved applicants. Criteria consists of businesses comprised of 100 or less employees, registered in the State of Oregon, and being a store front in Crook County; 501C6 are ineligible but 501C3 are eligible.

The participants agreed that notice needs to go out quickly to allow all to apply as the funds must be used by December 30, 2020, or they will be returned to the State. The application will be posted on the COIC, Crook County, and Prineville Chamber websites by Wednesday. The new committee will meet on Monday at 9:00 a.m. It was suggested by Counsel to delegate authority to Judge Crawford to sign on behalf of the County in order to expedite the IGA.

**Motion to delegate authority to Judge Seth Crawford to sign the agreement with COIC out of Court. Motion carried 3-0.**

There being no further discussion, the meeting was adjourned at 4:00 p.m.

Respectfully submitted,

*Jennifer Orozco*, County Court Secretary.

**CROOK COUNTY COURT MINUTES  
OF JANUARY 15, 2021 SPECIAL SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Special Session on January 15, 2021, at 10:00 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 Counsel Eric Blaine; Administration Executive Assistant Amy Albert; Sheriff John Gautney and Teresa Ervin.

**SPECIAL SESSION**

The Court held a Special Session to approve a letter co-written by the City of Prineville and Crook County to Governor Kate Brown with regards to alleviate the local business shutdown orders. The Letter is to be approved by noon today, Friday, January 15, 2021 and sent to the Governor's Office by the conclusion of the business day.

**MOTION** to approve the draft copy of the joint letter between the City of Prineville and Crook County to Governor Brown and allowing Seth Crawford to sign the letter on behalf of Crook County. Motion seconded. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:02 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF JANUARY 19, 2021 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on January 19, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Paralegal Regina Paul; Health Director Muriel DeLaVergne Brown; Manager Jeff Merwin; Library Director April Witteveen; Manager Kim Herber; Senior Accountant Janet Pritiskutch; Natural Resources Tim Deboodt and District Attorney Wade Whiting.

**WORK SESSION**

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

Agenda Item #1, Covid – 19 Update: Health Director Muriel DeLaVergne Brown provided the Court with a Covid update. Crook County had twenty new cases of Covid on Saturday, January 16<sup>th</sup> and nine new cases of Covid on Sunday, January 17<sup>th</sup> bringing the current number of active Covid cases in Crook County to six hundred twenty-one. Covid vaccines are currently being given to qualified individuals in group 1A. It is expected vaccinations for group 1B will begin Monday, January 25<sup>th</sup> and those eighty years and older will be eligible to receive vaccinations beginning February 8<sup>th</sup>, given the State recommendations for Covid vaccinations hold.

Agenda Item #2, Landfill – Budgets and Actuals Presentation: County Landfill Manager Jeff Merwin presented the 2020-2021 fiscal year budget to the Court. Personnel expenses for the Landfill are currently close to the budgeted amounts for the current fiscal year. The Landfill did budget for an additional scale attendant, this position is to be filled once the construction on the new scale house is completed. Materials and services make up a substantial portion of the budget with a forty-four percent usage, though this is not an accurate reflection of the overall amount spent due to multiple household hazardous waste events to be held and Department of Environmental Quality fee payments which are reflected in only one of the four quarters. Revenue for the Landfill is currently up seventy-one percent.

## **EXECUTIVE SESSION**

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:22 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF JANUARY 8, 2020 REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on January 8, 2020, 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 Counsel Eric Blaine; Administration Executive Assistant Colleen Ferguson; Health Director Muriel DeLaVergne Brown; Community Development Director Ann Beier; Planner Katie McDonald; Scott Cooper; Republic Services Kristen Steiner; Assessor Jon Soliz and Steve Holliday.

**REGULAR SESSION**

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

**ADDITIONS:** Scott Cooper from Neighborhood Impact updated the Court about a low-income solar project, that was previously presented at a Work Session. Up to seventy acres of County land would need to be accessed for this project. The intent of the low-income solar project is to provide power to the County and low to moderate income County residence.

**MOTION** to approve Neighborhood Impact Solar Project letter of intent. Motion seconded. Motion carried 3-0.

**MOTION** to approve the Consent Agenda as presented with the addition of the low-income solar project. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #11: Nick Kralj through correspondence presented the Court with a recommendation of Hub International to update the County's investments. After review, the Court determined it would be best for Mr. Kralj to appear in person to present his recommendations regarding the County's change in 401K investments. No further action was taken at this time.

Discussion item 12: Community Development Director Ann Beier and Planner Katie McDonald presented the Court with the First Reading of Ordinance 317, amending Chapter 18 of the County Code regarding land use administrative procedures and declaring an emergency. Ordinance 317, amendment to Chapter 18 modifies the typography and citation of power to in-land division regarding wildlife overlay zones. The Ordinance will change the conditional use standards for home occupation models addressing EFU3, EFU2 and EFU3. Ms. McDonald explained the administration procedures required for Ordinance 317, amending Chapter 18. Judge Crawford opened

the Court to a public hearing on this topic, with no comment the public hearing was closed.

**MOTION** to approve First Reading of Ordinance 317, Amending Chapter 18 of the County Code regarding land use administrative procedures and declaring an emergency. Motion seconded. Motion carried 3-0.

Discussion item #13: Eric Blaine presented the Court with the Second Reading of Ordinance 312, amending Chapter 3.12 of the County Code regarding public contracting/special procurement for heavy equipment repairs and declaring an emergency. Mr. Blaine explained Ordinance 312 would allow the County to raise the amount allowed for heavy equipment repair from ten-thousand dollars to one-hundred-fifty-thousand dollars. Any repairs over one-hundred-fifty-thousand dollars will require a declaration of emergency. Judge Crawford opened the Court to a public hearing on this topic, with no comment the public hearing was closed.

**MOTION** to approve Second Reading of Ordinance 312, amending Chapter 3.12 of the County Code regarding Public Contracting/Special Procurement for Heavy Equipment Repairs and Declaring an Emergency. Motion seconded. Motion carried 3-0.

Discussion item #14: Eric Blaine and Health Director Muriel DeLaVergne Brown presented amendment 3 to Order 2019-20, updating the County fee schedule of the Health Department. The updated fee schedule for Crook County Health Department will reflect updated medication costs. Judge Crawford opened the Court to a public hearing on this topic, with no comment the public hearing was closed.

**MOTION** to approve Order 2019-20, amendment 3 changes to Health Department fees. Motion seconded. Motion carried 3-0.

Discussion item #15: Eric Blaine presented the First Reading of Ordinance 316, amending Chapter 8.28 of the Crook County Code regarding Solid Waste Franchise and declaring an emergency. Prineville Disposal is to be bought by Republic Services. Republic Services previously came before the Court in a Work Session regarding the language in the contract and agreement with the County. Judge Crawford opened the Court to a public hearing on this topic, when asked for a comment on the CPI matter, Steve Holliday commented that he though the process of cleaning up the CPI matter is a great idea. With no further comments the public hearing was closed.

**MOTION** to approve the First Reading of Ordinance 316, amending Chapter 8.28 of the Crook County Code regarding solid waste franchise and declaring an emergency. Motion seconded. Motion carried 3-0.

## EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:45 a.m.**

Respectfully submitted,

**Amy Albert on behalf of Colleen Ferguson**



**CROOK COUNTY COURT MINUTES  
OF JANUARY 20, 2021 REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on January 20, 2021, 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 Assistant Amy Albert; Senior Accountant Janet Pritiskutch; Pastor Ron Hemphill; Sheriff John Gautney; Road Master Bob O'Neal; Health Director Muriel DeLaVergne Brown; Community Development Director Ann Beier; Project Manager Lori Furlong; Building Official Randy Davis; Plans Examiner Terry Weitman; Derek Hofbauer and Andrea Breault.

**REGULAR SESSION**

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

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

Appearances / Item #8: Derek Hofbauer and Andrea Breault from Central Oregon Intergovernmental Counsel (COIC) appeared before the Court regarding the Crook County Statewide Transportation Improvement Fund (STIF) and Special Transportation Fund (STF). Mr. Hofbauer gave an overview of public transportation available in Crook County, along with the three types of funding applications that correlate with public transportation projects. A description and projected cost associated with each of the funding applications was presented to the Court. All three public transportation projects are included in the ODOT 2021-2023 grant cycle.

**MOTION** to approve STIF funds in the amount of \$834,933. Motion seconded. Motion carried 3-0.

**MOTION** to approve STF and 3510 project summaries as discussed. Motion seconded. Motion carried 3-0.

Discussion item #9: Eric Blaine presented the Court with Order 2020-46, Amendment 1, County Fee Schedule Revisions affecting the Health Department and Community Development. The Health Department had a total of four changes to the fee schedule: the Covid-19 vaccination will be no cost, deletion of a change of ownership on a restaurant license fee, an increase from \$95 to \$100 to the Tourist Facility Inspection Fees and an increase of \$50 to the remodeling fee. Community Development will implement a five percent increase for all permit fees.

**MOTION** to approve Order 2020-46, Amendment 1. Motion seconded. Motion carried 3-0.

Discussion item #10: John Eisler presented the Court with Order 2021-07, exemption from competitive bidding for Justice Center Construction Manager/General Contractor (CM/GC) procurement from competitive bidding under Oregon's public contracting rules. The CM/GC procurement allows the County to issue a request for proposals ensuring the best contractor will be selected.

**MOTION** to approve Order 2021-07, exemption from competitive bidding for Justice Center CM/GC procurement. Motion seconded. Motion carried 3-0.

Discussion item #11: Eric Blaine presented the Court with the Crook County Infection Control Plan related to the Covid-19 pandemic. The Crook County Infection Control Plan is in conformance with OSHA guidelines.

**MOTION** to approve Crook County Infection Control Plan as written. Motion seconded. Motion carried 3-0.

Discussion item #12: Eric Blaine recommended to the Court that Janet Pritiskutch be appointed as Budget Officer for Crook County for fiscal year 2021-2022.

**MOTION** to appoint Janet Pritiskutch as Budget Office for fiscal year 2021-2022. Motion seconded. Motion carried 3-0.

Discussion item #13: Best Care Treatment Services, Inc. submitted a Crook County Waste Application for a Disposal Fee Credit in the amount of \$750. After review and discussion of the application the Court determined it would be best to revisit this request at a late date.

At 10:37 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

### **EXECUTIVE SESSION**

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

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

**MOTION** to direct staff to correspond with the counter parties as directed. Motion seconded. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:06 a.m.**

Respectfully submitted,

**Amy Albert**

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

**IN THE MATTER OF THE  
APPOINTMENT TO CROOK COUNTY  
BOARDS AND COMMITTEES**

**ORDER 2021-10**

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

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

**NOW, THEREFORE**, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Crook County Boards and Committees:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Compensation Committee	Tobias Joyce	1 -Year Term Expiring 12-31-2021	No
Extension Advisory Board Position #2	Mark Malott	3 -Year Term Expiring 12-31-2023	Yes
Mental Health Advisory Position #2	Mona Boyd	2 – Year Term Expiring 12-31-2022	No
Compensation Committee	Eric Klann	1 -Year Term Expiring 12-31-2021	No
Building Code of Appeals Position #1	David Gagmeier	3 – Year Term Expiring 12-31-2023	Yes
Extension Advisory Board Position #10	Vicky Kemp	3 -Year Term Expiring 12-31-2023	Yes

DATED this 3rd day of February 2021.

Not Available \_\_\_\_\_  
Seth Crawford  
County Judge

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

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

## AGREEMENT FOR STRATUS INTERPRETING SERVICES

This Agreement for Stratus Video Interpreting Services (the "Agreement") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is between Stratus Video, LLC ("Stratus") and \_Crook County, a political subdivision of the State of Oregon ("Customer").

### RECITALS

**A.** Stratus is in the business of providing on-demand video remote interpreting (VRI) for American Sign Language (ASL) and selected spoken languages, as well as over-the-phone interpreting (OPI) for selected languages with live language interpreters. The VRI services and OPI services (collectively, the "Services") are provided by Stratus through the use of Stratus' on-demand interpreter software.

**B.** Customer desires to use the Services, on the terms and conditions provided in this Agreement.

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

**1. AGREEMENT TO PROVIDE SERVICES.** Stratus agrees to provide to Customer the Services on the terms and conditions as set forth in this Agreement. Customer acknowledges that the languages provided by Stratus through VRI and OPI are set forth in Attachment C and D.

**2. TERMS AND TERMINATION.** The term of this Agreement (the "Term") is for one (1) years, with automatic one (1) year renewals unless either party elects to terminate the Agreement by providing written notice of such termination to the other party no later than thirty (30) days prior to the expiration of the Term (or renewal period). On the date of the renewal, the Fees will increase by the prior twelve month CPI-U average plus 1 percent. Upon termination of the Agreement, Customer will immediately stop using the Services and will remove the Stratus software from all devices of Customer. Additionally, Customer hereby authorizes Stratus to disable all accounts, Stratus software and access to the Services. In such event, Stratus will not be liable to Customer for damages of any kind (whether actual, incidental, indirect or consequential, including lost profits and lost revenues) arising out of or related to the loss of use of the Services or the Stratus software.

**3. PAYMENT.** Stratus shall provide the Services to Customer in consideration of Customer's payment of the fees (the "Fees") at the rates set forth in Attachment A of this Agreement. Fees for the Services will be billed monthly. All invoices will be due and payable within thirty (30) days of invoice date.

**4. AVAILABILITY.** Customer acknowledges that the Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. The Services are not for and should not be used for emergency calls and is not a substitute for "911" or other emergency services. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by Stratus.

**5. NO OWNERSHIP RIGHTS.** This Agreement and Customer's use of the Services does not provide Customer with any right, title, or ownership interest in or to the Services, the software used in providing the Services, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights. This provision will survive the termination of this Agreement. Customer acknowledges that Stratus is a trademark of Stratus and may not be used without Stratus' prior consent. During the term of the agreement the Customer is provided with a Right to Use License for the Stratus Software. The Customer agrees that Stratus software will be the only Video Remote Interpreting software installed on the equipment and no other video remote interpreting applications will be installed or other video or audio interpreting usages shall be permitted unless direct written consent is given by Stratus during the term of service. Use of the Stratus software by the Customer is deemed acceptance of the restrictions enumerated in this paragraph.

**6. LIMITED WARRANTY.** Stratus warrants that it will perform the Services in a professional manner consistent with industry standards. Stratus makes no other representation, warranty or guarantee, express or implied, of any kind, and Stratus specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose.

7. **LIMITATION OF LIABILITY.** Customer acknowledges that interpretations may not be entirely accurate in all cases and that events outside of the control of Stratus may result in incomplete or interrupted service. Except as specifically stated otherwise, each party's aggregate liability to the other for claims arising out of this Agreement, whether for breach or in tort and including but not limited to negligence, shall be limited to the amount paid by Customer to Stratus within the previous 12 months. Further, neither party will be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement fails of its essential purpose.

8. **INDEMNIFICATION AND HOLD HARMLESS.** Customer acknowledges that it, and not Stratus, is a professional health care provider. Customer hereby indemnifies and holds Stratus harmless from any claims, including claims of third-parties, based on medical malpractice or negligence of Customer (or its physicians, employees, independent contractors, etc.).

9. **CONFIDENTIALITY.** Stratus will not disclose any confidential information provided by Customer to any third-party, and will use such confidential information only for purposes specifically contemplated in this Agreement. Further, Stratus and Customer will not disclose to any third-party the terms and conditions of this Agreement or any of the information provided in any invoices or other documents or oral communications between the parties. If a party is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such confidential information then the party so compelled may disclose such information without liability after giving reasonable notice to the other party to promptly assert whatever objections the other party has to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations.

10. **PUBLICITY.** Customer agrees that Stratus may use Customer's name and/or corporate logo on Stratus Video's website and marketing materials.

11. **INSURANCE REQUIREMENTS.** Stratus and Customer will maintain during the term of this Agreement (a) Workers Compensation insurance as prescribed by the law of the state in which The Services are performed; (b) Employer's Liability insurance with limits of at least \$500,000 for each occurrence; (c) Commercial General Liability ("CGL") Insurance, including Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily Injury and property damage for each occurrence; (e) Professional Liability or Errors and Omissions insurance in the amount of at least \$1,000,000 for each occurrence. On either Party's written request, the other Party will furnish certificate evidencing the foregoing insurance. Each Party will notify the other in writing at least thirty (30) days prior to any cancellation or termination of its policy.

12. **TAX EXEMPTION REQUIREMENTS.** If Customer is sales tax exempt, Customer must check box found in 14(l). In addition, Customer must include tax exempt certificate in order to show proof of exemption with the Stratus Sales Order Form after Agreement is executed.

13. **EQUIPMENT WARRANTY.** The warranty provided to Customer by Stratus with respect to the Equipment is set forth in Attachment B attached hereto and incorporated herein. The warranty period shall commence upon Acceptance of the Equipment.

14. **ADDITIONAL TERMS.** (a) Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by Oregon law relating to contracts made in the State of Oregon and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (d) This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (e) This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either party based on the attribution of drafting by either party. (f) This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect

and are used merely for convenience. (g) A party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (h) All notices to be given under this Agreement must be in writing. (i) This Agreement and all of its Attachments is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. (j) No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. (k) If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

(l) Sales Tax Exempt: Yes  No  ( If Yes, the Tax Exempt Certificate must be included with the order)

IN WITNESS WHEREOF, Stratus and Customer hereby execute this Agreement through the signatures of their authorized representatives below.

Stratus Video, LLC

**Customer Name:** Crook County, a political subdivision of the State of Oregon

Accepted by: Thomas Tisdale

Accepted by: \_\_\_\_\_

Name: Tom Tisdale

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

Title: VP, Sales

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

Date: 1/27/2021

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

## Attachment A

### Stratus Pricing

<b>Stratus Video &amp; Audio (VRI &amp; OPI)</b>						
Service Type	Spanish (VRI)	Other Languages (VRI)	American Sign Language	Certified Deaf Interpreter (CDI)	Audio (OPI)	Service Fee
Price Per Minute	\$1.59	\$1.65	\$2.95	\$5.95	\$1.59	15%

**Notes:**

1. Call Times: The call time starts when the call is answered and ends when either the end user or interpreter hangs up the call.
2. Payment: Customer will be billed monthly for the minutes used.
3. Service Fee is calculated on total monthly charges. It does not apply to purchased equipment or monthly minimum charges.
4. The Customer agrees that Stratus software will be the only Interpreting software installed on the equipment and no other video remote interpreting applications will be installed or other video or audio interpreting usages shall be permitted unless direct written consent is given by Stratus during the term of service.
5. The charge for the following rare languages is \$3.50 per minute. They must be scheduled and have a 60 minute minimum: Ixil, Achi, Trique, Popti.
6. CDI must be scheduled in advance.



## EQUIPMENT ORDER FORM

<b>Stratus Video &amp; Audio (VRI &amp; OPI)</b>					
Service Types	Spanish VRI	Other Spoken Languages VRI	American Sign Language VRI	ASL & Certified Deaf Interpreter (VRI)	Audio (OPI) All Languages
<b>All Services</b>	\$1.59	\$1.65	\$2.95	\$4.95	\$1.59
<b>Service Fee 15%</b>					

<b>Stratus Video Interpreting:</b>			<b>Quantity</b>
Item	Description	Price	Purchase Quantity
Licenses	Licenses downloaded	No Charge	

<b>Stratus Stand and Accessories for Purchase (enter Quantity below)</b>			
<b>Item</b>	<b>Description</b>	<b>Purchase Price</b>	<b>Purchase Quantity</b>
Stratus Stand with iPad 10.2 and Speaker	iPad 10.2, External Speaker, Rolling adjustable stand with locking tablet holder.	\$1000	
Stratus Stand with Speaker	Rolling adjustable stand with locking tablet holder and external speaker (does not include iPad) for iPad 10.2	\$671	
Stratus Stand with iPad 12.9 and Speaker	iPad 12.9, External Speaker, Rolling adjustable stand with locking tablet holder	\$1805	
Stratus Stand 12.9 with Speaker	Rolling adjustable stand with locking tablet holder and external speaker (does not include iPad) for iPad Pro 12.9	\$806	
Essential TouchScreen Cart	15.6" Hi Definition Touchscreen/Laptop Computer with pre-assembled adjustable rolling cart with built-in locking enclosure	\$2530	

<b>Stratus Table Top Stand and Accessories for Purchase (Enter Quantity below)</b>			
<b>Item</b>	<b>Description</b>	<b>Purchase Price</b>	<b>Purchase Quantity</b>
Table Stand	Table stand for scenarios with table or similar mounting surfaces	\$109	
Table Stand Security Kit	Security kit for table stand in scenarios with table or similar mounting surfaces	\$28	
Table Stand with iPad 10.2	iPad 10.2, with Table Stand for scenarios with table or similar mounting surfaces	\$438	

<b>iPads for Purchase (Enter Quantity below)</b>			
<b>Item</b>	<b>Description</b>	<b>Purchase Price</b>	<b>Purchase Quantity</b>
iPad 10.2	iPad 10.2 inch Wi-Fi 32 GB	\$329	
iPad Pro 12.9	Apple 12.9-inch iPad Pro Wi-Fi 64 GB	\$999	

OPI Telephone Equipment for Purchase (Enter Quantity below)			
Item	Description	Purchase Price	Purchase Quantity
Dual Handset Phone	Two Handset Phone for Interpreting & Conference Calls	\$94	
Wireless Phone	Dual Hand Set Cordless	\$59	
Single Handset Speaker Phone	Single Handset Deluxe Euro Style Full Duplex Speaker Console Telephone	\$45	

Customer Information		
Customer Name:		
Sales Tax Exempt: Yes <input type="checkbox"/> No <input type="checkbox"/> ( If Yes, the Tax-Exempt Certificate must be included with the order)		
Main Contact:	Phone:	Email:
Billing Contact:	Phone:	Email:
IT Contact:	Phone:	Email:
<u>Shipping Addresses</u>		<u>Billing Address</u>

<p>Note: Include all shipping addresses</p>	
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Please sign and return order form via email to \_\_\_\_\_.

\_\_\_\_\_  
Customer Authorized Signature

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

Name (Print): \_\_\_\_\_

# Crook County Counsel's Office

203 NE Court St. • Prineville, Oregon 97754 • (541) 416-3919 • FAX (541) 323-2262



## MEMO

TO: Crook County Court  
FROM: County Counsel's Office  
DATE: January 15, 2021  
RE: *2021 Commute Options - Get There Rewards Program*  
Our File No.: HR 245

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Attached is a renewal of the Commute Options Partner (COP) Agreement for 2021. Commute Options is a domestic non-profit corporation whose goal is to improve individual health and reduce traffic congestion by encouraging alternative transportation methods for employee commutes.

Employees that commute to work for 45 days will receive a gift card for a local retailer as a reward (\$20 each). To help fund this program, employers are charged on a sliding scale based on the number of employees, \$25 each.

In December 2020, the County's number of employees is set at 15, and so our contribution for the program will be \$375.

***Please include this matter on the County Court Consent Agenda for approval and signatures on Wednesday, February 3, 2021.***

4



## **Get There Rewards Program 2021 Agreement**

### ***Get There Rewards Program:***

Use employee rewards to promote transportation choices that reduce the impacts of driving alone. The education and encouragement provided will inspire employees to take the steps necessary to change personal travel behavior, improving health, saving money, and reducing parking needs.

### ***Purpose and Goal:***

The purpose of this Agreement is to create and define a working partnership among employers and Commute Options in the pursuit of shared goals. The Agreement defines the roles for Commute Options and your company, our Partner.

### ***Commute Options Commitment:***

Commute Options will work one-on-one with employers to develop a customized transportation options plan, offer incentives to employees, host Challenges and events, and provide presentations, brochures, posters, training materials, and a website promoting non-drive alone commuting choices.

Commute Options provides access to a free online service/website called Get There Oregon. The program offers the following benefits to GTR participants:

- ***Get There Oregon*** makes it easy for employees to log and track trips. The site also lets employees know how much money and air pollution they've saved and the positive impact they've had on reducing the effect driving alone has made in their community.
- ***Get There Oregon*** helps users match up in carpools, find other bicyclists to ride with, and get info on riding the bus, telework, and compressed work week.
- ***Get There Oregon*** automatically records points and which employees of Partners can redeem for gift cards
- ***Get There Oregon*** allows Commute Options to quickly provide information about current and future programs and events
- ***Get There Oregon*** – it's easy to sign up. Just go to [www.getthereoregon.org](http://www.getthereoregon.org) to register

### ***Get There Rewards Partner Commitment:***

The partner agrees to use the resources provided by Commute Options to educate and

encourage their employees to walk, bike, carpool, vanpool, bus, telework, or compressed work week instead of driving alone to work.

The Partner agrees to select an employee to serve as the Employee Transportation Coordinator (ETC). The ETC represents the employer and participates in Commute Options activities, including training, the Commute Options/Get There Challenge, and other promotional events.

***Get There Rewards Program:***

The Rewards Program provides a \$20 gift card to employees that commute to work 45 days using a commute option. Once the employee redeems 45 points on ***Get There Oregon***, their request is automatically processed by Commute Options. Electronic rewards requests go directly to employees' email. Physical gift cards are mailed once per month to the ETC for distribution.

Partners contribute funding based on the number of employees that are Active participants in Get There Oregon. For each Active employee, the COP pays \$25 annually. The number of Active employees is measured in December of the prior year and again in June. If the number of Active employees has increased, you will be asked to make an additional contribution of \$25 per new employee.

For new COPs we will evaluate the number of Active employees three months after signing up. You will be billed \$25 for each Active employee and re-evaluated after six months. If the number of Active employees has increased, you will be asked to make an additional contribution of \$25 per new employee.

***Term of the Agreement:***

The Agreement is effective the date signed through December 31, 2021 and can be renewed annually.

**Get There Rewards Partner**

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

Signature \_\_\_\_\_

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

Contact (ETC): \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

Total Active Employees: \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

**Commute Options**

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

Signature \_\_\_\_\_

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

Contact: Brian Potwin, Executive Director

Phone: (541) 668-6138

Email: Brian@commuteoptions.org

Address: 50 SW Bond St., Suite 4

Bend, OR 97702



Invoice #000244

## Get There Rewards (formerly COP's) Membership dues for 2021

Please remit payment to:  
 Commute Options  
 50 SW Bond St. #4  
 Bend OR 97702  
 Office: (541) 668-6138

**Bill To**  
 Levi Roberts  
 Crook County  
 levi.roberts@co.crook.or.us

**Invoice Details**  
 PDF created January 15, 2021  
 \$375.00

**Payment**  
 Due January 31, 2021  
 \$375.00

Item	Quantity	Price	Amount
Membership fees for Active Employees	15	\$25.00	\$375.00
Subtotal			\$375.00
<b>Total Due</b>			<b>\$375.00</b>



**Pay online**

To pay your invoice go to <https://gosq.me/u/EoJLEfPP>  
 Or open your camera on your mobile device, and place the code on the left within the camera's view.





**Crook County**  
**Community Development Department**  
**Planning Division**  
300 NE 3rd Street, Room 12  
Prineville, OR 97754  
(541)447-3211

January 26, 2021

**TO:** Crook County Court

**FROM:** Ann Beier, Director *ABeier*  
Crook County Community Development

**RE:** Request to Purchase New Vehicle for County Building Inspector

The Community Development Department has a fleet of thirteen vehicles ranging from a 2005 Chevy Colorado to a 2019 Ford Ranger (Attachment A). We have six vehicles with more than 90,000 miles (two with more than 100,000) Each year we budget approximately \$30,000 to purchase one additional vehicle. This allows us to continue to improve our fleet and to retire the highest mileage vehicles.

The Department requested approval to purchase a new Ford Ranger last fall and we expect delivery sometime in February. We have been monitoring vehicle maintenance costs in this fiscal year and as of December 2020 had already spent close to \$10,000 (more than we spent for all of FY 2019-2020). We did sell a 2006 Ford Ranger at auction for \$7,550 (less 10% to the landfill) so have some additional revenue that we had not anticipated.

We discussed purchasing another vehicle at work session several weeks ago. Since then we have solicited quotes from area dealers. Attachment B provides a summary of quotes we received for both a 2020 and 2021 Ford Ranger. The lowest price is \$25,728.52 for a 2021 fleet vehicle through Roberson Ford. This is the same price we were quoted last fall. Other prices range from \$29,512 for a 2020 Ranger (Roberson – in stock) to \$33,590 for a 2021 Ranger in Portland. The Department recommends accepting the low bid for the fleet vehicle through Roberson Ford.

Attachment A – Community Development Vehicles  
Attachment B - Summary of quotes

**COMMUNITY DEVELOPMENT**

**2020 VEHICLE COSTS**

<b>DRIVER</b>	<b>Vehicle Description</b>	<b>Ending Mileage</b>	<b>MAINTENANCE</b>	<b>FUEL</b>	<b>TOTAL</b>
Louis Seals	2005 CHEVY COLORADO	102354	\$2,060.37	\$1,014.77	\$3,075.14
Paige Reinhart-Anez	2006 FORD ESCAPE	91685	\$934.83	\$814.95	\$1,749.78
SOLD	2006 FORD RANGER	75819	\$47.00	\$150.71	\$197.71
Herman Fangor	2007 FORD F150	88146	\$1,396.41	\$870.98	\$2,267.39
Terry Weitman	2007 JEEP LAREDO	83920	\$60.95	\$200.44	\$261.39
Scott Platko	2009 CHEVY TRAILBLAZER	115165	\$2,015.42	\$771.79	\$2,787.21
Calvin Walter	2011 FORD ESCAPE	95498	\$396.40	\$1,608.67	\$2,005.07
Jerry Kathan	2012 FORD ESCAPE	91907	\$49.00	\$210.96	\$259.96
	2015 FORD ESCAPE	52591	\$47.00	\$365.22	\$412.22
Rick Aaron	2016 FORD EXPLORER	95395	\$1,297.91	\$2,017.36	\$3,315.27
Andy McChesney	2018 FORD EDGE	42384	\$1,008.81	\$1,402.05	\$2,410.86
Randy Davis	2018 FORD EDGE	7896	\$50.13	\$364.00	\$414.13
Jeff Samuel	2019 FORD EDGE	29450	\$147.00	\$1,649.12	\$1,796.12
Rich Evans	2019 FORD RANGER	12705	\$142.95	\$1,133.34	\$1,276.29
		<b>TOTAL:</b>	<b>\$9,654.18</b>	<b>\$12,574.36</b>	<b>\$22,228.54</b>

**2021 COMMUNITY DEVELOPMENT VEHICLE PURCHASE**

<b>ROBBERSON FORD - PRINEVILLE/BEND</b>				
#1	SPECIAL ORDER	(fleet price)	WHITE	\$25,728.52
#2	2020 SUPERCAB 4X4	STOCK # F21232	WHITE	\$29,512.56
#3	2020 SUPERCAB 4X4	STOCK # F21144	SILVER	\$31,185.00

<b>TS &amp; S FORD - MADRAS</b>				
#4	2020 SUPERCARD 4X4	STOCK #F72571	SILVER	\$30,436.00

<b>WRIGHT FORD - REDMOND</b>				
NO RANGERS AVAILABLE				

<b>DICK'S MACKENZIE FORD - HILLSBORO</b>				
#5	2021 SUPERCAB 4X4	STOCK #219316	WHITE	\$33,335.00

<b>COURTESY FORD LINCOLN - PORTLAND</b>				
#6	2021 SUPERCAB 4X4	STOCK #D10868	WHITE	\$32,245.00
#7	2021 SUPERCAB 4X4	STOCK #D03967	WHITE	\$33,590.00