



# CROOK COUNTY COURT AGENDA

Wednesday, October 18, 2023 at 9:00 am

**Crook County Annex I 320 NE Court St. I Prineville OR**

Members of the public and media are welcome to attend in person or via Zoom: 1-253-215-8782;

Meeting ID: 981 7361 2010; Passcode: 033745

## PUBLIC COMMENT

## CONSENT AGENDA

(Consent agenda items are routine matters - e.g. minutes, appropriations orders, contracts, agreements, completion of previously discussed matters and decisions requiring Court ratification which are not expected to generate discussion. Any member of the Court may request removal of an item for separate discussion or vote. All remaining items are approved in a single motion.)

- 1. Approve Minutes**
- 2. Tri-county regional tobacco cessation collaboration agreement**
- 3. 2023-25 Communicable Disease Regional Intergovernmental Agreement**
- 4. 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-2**

## DISCUSSION

- 5. Swearing in of Patrol Detective, Patrol Deputy, and Corrections Deputies**  
Requester: Stephanie Wilson  
Crook County Sheriff's Office
- 6. Multiparty funding agreement for mineral/isotope study of the Crooked River**  
Requester: Chris Gannon  
Crooked River Watershed Council
- 7. Approve grants for the Glenn Miller Orchestra patriotic concert, March 16, 2024**  
Requester: Sarah Beeler  
Library Director
- 8. Meta grant for a new bookmobile**  
Requester: Sarah Beeler  
Library Director

**9. Update on Bowman Museum**

Requester: Sean Briscoe  
Interim Executive Director, A.R. Bowman Museum

**10. Update on process to fill vacant Commissioner position**

Requester: Andy Parks

**11. PUBLIC HEARING: First Reading of Ordinance 337 - An Ordinance Amending the Crook County Zoning Map and Comprehensive Plan to Amend the Destination Resort Overlay Zone Map and Declaring an Emergency**

Requester: John Eisler

**ADMINISTRATOR REPORT**

**COURT MEMBER UPDATES**

**EXECUTIVE SESSION**

**12. 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.**

**NOTICE AND DISCLAIMER**

The Crook County Court is the governing body of Crook County, Oregon, 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 files 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 may be added, removed, or changed between when this file is posted online and when the County Court meeting is held. The material contained herein may be changed at any time, with or without notice.

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Prineville.

Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 447-6555. Assistance to handicapped individuals is provided with advance notice.

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 10/16/2023 at 2:50 PM

**CROOK COUNTY COURT MINUTES  
OF JUNE 21, 2023 REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on June 21, 2023, 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 Zoom: Legal Counsel Eric Blaine; Administration Executive Assistant Sarah Puerner; Budget Analyst Jamie Berger; Manager Kim Herber; Assessor Jon Soliz; Director Sydney Chandler; Assistant Finance Director Christina Haron; District Attorney Kari Hathorn; Library Director Sarah Beeler; Community Development Director Will VanVactor; Andy Parks; Jacquie Davis; Andrea Breault; Gordon Jones; Courtney Voss and Erika Lindberg.

**REGULAR SESSION**

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

Consent Agenda:

1. Approve Amendment 3 of Contract w/ Multnomah Education Service District for Medicaid Administrative Claims Management
2. Approve Amendment 1 to Contract w/ CCSD for Alcohol and Drug Prevention Funding
3. Approve Amendment 8 to PSA for GIS and Other IT Services w/ City
4. Approve Amendment 5 to IGA w/ City for GIS Support w/ OEM's Public Safety Answer Point
5. Approve IGA Between Crook and Jefferson for Shared Services Provided by a Nurse Practitioner
6. Approve Amendment #5 to Community Mental Health Program Services Agreement with BestCare
7. OSU Extension Technology IGA
8. Communication from Oregon Health Authority regarding the Crook County Single Audit for Fiscal Year 2021 - no finding
9. Appointment of Sean Briscoe as Interim Museum Director
10. Promotion of Katie McDonald to Senior Planner
11. Promotion of Robert George to Fleet Superintendent
12. Clock tower repair bid for County Court approval
13. Education reimbursement request for Jamie Berger
14. Six-month extension to current IGA for management of the Airport with the City
15. Contract for Chief Information Officer (CIO) Advisory Services
16. Requesting Court approval to renew existing service agreements due July 1

17. Order 2023-36 – Closing the Crook County Agriculture Extension Service District Building Maintenance Reserve Fund and Crook County Agriculture Extension Service Vehicle Reserve CROOK COUNTY COURT AGENDA Wednesday, June 21, 2023 at 9:00 am Page 1 Fund and consolidating the accounting into the Crook County Agriculture Extension Service District Fund
18. Order 2023-37 – Closing the Crook County Historical Building Reserve Fund and consolidating the accounting into the Crook County Historical Museum Fund
19. Approve Repairs to HVAC at Redemption House - Parole and Probation
20. Crook County Solid Waste Application for a Disposal Fee Credit

**Requested changes:** Requested to have item #3 removed from the consent agenda. This item is going through additional revisions and will be brought back to the Court at a later date.

**MOTION** to approve the Consent Agenda with the removal of item #3. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #21: Crook County 2023-2025 STIF Agreement for Review:**

Requester: Andrea Breault, Cascades East Transit Transportation Director

Details: Andrea Breault attended the Regular session to discuss with the Court a 2023-2025 STIF agreement for review. STIF is a State-Wide Transportation Improvement Program, which is an employee payroll tax that provides funds to the counties for public transit. These funds in the past have created three van pools in the City of Prineville, have provided 250 rides for Veterans in the area, Route 126 (Prineville to Redmond five days a week), and Prineville Dial-a-Ride about 400 rides per month. In addition, Ms. Breault stated that they will be aiming to increase routes once more drivers have been secured.

**MOTION** to approve the 2023-2025 Crook County Service Agreement for STIF funding. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #22: PUBLIC HEARING - FY 23-24 Crook County Ag Extension Service District Budget:**

Requester: Kim Herber

Details: Kim Herber, Ag Extension Manager, attended the Regular Session to present to the Court the Crook County Ag Extension Service District Budget. The Crook County Ag Extension Service District met with the Ag Extension Budget Committee to present the budget for approval on May 16, 2023. The Crook County Ag Extension Service District Budget Committee approved the presented budget at the budget meeting and now are looking for Court approval for adoption.

Judge Crawford opened the public hearing. With no public comments received, the public hearing was closed.

**MOTION** to approve the FY 23-24 Crook County Ag Extension Service District Budget as presented. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #23: PUBLIC HEARING - Order 2023-30 Ordering the fees to be collected by Crook County for fiscal year 2023-2024:

Requester: Jamie Berger

Details: Jamie Berger, Budget Analyst, attended the Regular Session to discuss with the Court order #2023-30 ordering the fees to be collected by Crook County for fiscal year 2023-2024, beginning July 1, 2023, for performing services, and to establish a uniform fee schedule.

Judge Crawford opened the public hearing. With no public comments received, the public hearing was closed.

**MOTION** to approve Order 2023-30 Ordering the fees to be collected by Crook County for fiscal year 2023-2024. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #24: PUBLIC HEARING - Requested fee increase greater than the CPI by Republic Services:

Details: Courtney Voss and Erika Lindberg from Republic Services attended the Regular Session to discuss with the Court a requested fee increase greater than the CPI. A PowerPoint presentation was provided as an overview and to summarize the request.

Commissioner Barney raised the concern regarding complaints received on behalf of Republic and their services to the community. Some of the complaints that the Court has received are due to quality of service and lack of service. Commissioner Barney stated that these are two areas that Republic can control and can improve on tremendously.

Republic Services is going to provide quarterly updates to the Court moving forward and will continue to identify opportunities to be present in the community and to shorten response times with client calls and to increase their customer support.

Judge Crawford opened the public hearing. With no public comments received, the public hearing was closed.

**MOTION** to approve the increase greater than the CPI by Republic Services. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #25: Order 2023-32 A Resolution Adopting a Supplemental Budget for Fiscal Year 2022-23:

Requester: Jamie Berger

Details: Jamie Berger, Budget Analyst, attended the Regular Session to discuss with the Court order #2023-32 A Resolution Adopting a Supplemental Budget for Fiscal Year 2022-23. This resolution proposes a supplemental budget for Crook County to accept revenue, change related appropriations, authorize appropriation transfer, and adjust expenditure budget appropriations for County funds for Fiscal Year 2022-23.

**MOTION** to approve Order 2023-32 A Resolution Adopting a Supplemental Budget for Fiscal Year 2022-23. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #26: Order 2023-33 A Budget Resolution Transfer for Fiscal Year 2022-23:

Requester: Jamie Berger

Details: Jamie Berger, Budget Analyst, attended the Regular Session to discuss with the Court order #2023-33 A Budget Resolution Transfer for Fiscal Year 2022-23. This resolution proposes authorization for appropriation transfer for the Crook County Historical Museum for Fiscal Year 2022-23.

**MOTION** to approve Order 2023-33 A Budget Resolution Transfer for Fiscal Year 2022-23. Motion seconded. No discussion. Motion carried 3-0.

Discussion item #27: Order 2023-35 - Delegating contract signing authority to one commissioner (Judge Crawford is named, but any one commissioner can serve) to sign contracts, grants, and agreements on behalf of the County, regardless of dollar value, between June 21 and June 30, 2023:

Details: As the end of the County's fiscal year approaches, the County may receive a contract, grant, or other agreement which should be executed by the County before June 30, or before the next regular meeting of the County Court on July 5. In the event that scheduling a special meeting of the County Court is not feasible, Order 2023-35, if adopted, would delegate contracting authority to one commissioner to sign such documents on behalf of the County. This delegation would supersede the normal limitations of contracting authority and grant approval contained in the County Code.

**MOTION** to approve Order 2023-35 as modified as discussed in the County Court meeting today and to be signed outside of Court. Motion seconded. No discussion. Motion carried 3-0.

Contract Administrator Report

Requester: Andy Parks

- Library Board Appointments – Administration received 12 applications within the timeframe of advertisement. Members of the Library committee met in Executive Session and provided recommendations to the Court for board appointments without interviewing candidates. County Court is interested in conducting interviews with all of the applicants and will move forward with an interview process before appointing members to the committee.

Court Member Updates: None

There being no further business before the Court, the meeting was **adjourned at 9:55 a.m.**

Respectfully submitted,

**Sarah Puerner**

**CROOK COUNTY COURT MINUTES  
OF JUNE 21, 2023 SPECIAL MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Special Court meeting on June 21, 2023, at 9:58 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 Zoom: Legal Counsel Eric Blaine; Director Will VanVactor; Administration Executive Assistant Sarah Puerner and Andy Parks.

**SPECIAL SESSION**

County Court met in a special meeting regarding 217-23-000192-PLNG & 217-23-000193-PLNG, a hearing before the Crook County Court for a comprehensive plan amendment and zoning text amendment, initiated by RMG Destinations, LLC. The request includes amending the Crook County Comprehensive Plan (the "Plan") to change Page 70, Exhibit A, 4 from 75 phased units of overnight lodging to 50 phased units of overnight lodging, and amending the Crook County Zoning Ordinance (the "CCZO") 18.116.040(3){a}(i) to change 75 phased units of overnight lodging to 50 phased units of overnight lodging. The two legislative amendments are post-acknowledgment amendments subject to ORS 197.610 and 197.615-197.625 and the implementing administrative rules in OAR 660-018.

No one was present to testify.

Legal Counsel Eric Blaine informed the Court that there was a small procedural oversight from the June 7, 2023 special meeting. The County Court opened a public hearing and received testimony regarding the draft ordinance but did not make a motion to read the ordinance by title only. Mr. Blaine stated that he doesn't think this would prevent the County Court from moving forward with this item.

Mr. Blaine provided and recommended a brief multi-step process in order for the County Court to address this issue. Mr. Blaine provided an overview of the history of the motion to read by title only and the procedural system in place. There is no objection that the failure to read by title only has harmed them.

Mr. Blaine suggested that the County Court today make a motion to read the ordinance by title only nunc pro tunc (legal phrase meaning 'now for then'). The idea is to continue this hearing until July 5, 2023, for members of the public to provide additional testimony if they wish.

**MOTION** to read the ordinance by title only nunc pro tunc for June 6<sup>th</sup> and the Ordinance title reads Ordinance 340 An Ordinance Amending Section 18.116.040 of the Crook County Code, and the Crook County Comprehensive Plan, both regarding Destination Resort Overnight Lodging Units, and Declaring an Emergency. Motion seconded. No discussion. Motion carried 3-0.

**MOTION** to continue the hearing to July 5, 2023, at 9 am. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:05 a.m.**

Respectfully submitted,

**Sarah Puerner**

## AGENDA ITEM REQUEST



**Date:**

*September 29, 2023*

**Meeting date desired:**

*October 18, 2023*

**Subject:**

*Tri-County tobacco cessation MOU with Jefferson and Deschutes.*

**Background and policy implications:**

*This is a new iteration of a previously approved agreement, whereby each of the three counties provides different resources to support a regional effort to reduce tobacco use. Under this arrangement, Deschutes will hire a regional coordinator, and each county will collaborate with sharing information (in accordance with the confidentiality rules of healthcare information), office space, and planning, to implement the regional plan.*

**Budget/fiscal impacts:**

*There is no direct financial outlay required by this agreement. However, the costs for providing the required services will need to be drawn from existing Crook County public health resources.*

**Requested by:**

*Eric Blaine, County Counsel*

*Eric.blaine@crookcountyor.gov.*

*541-416-3919*

**Presenters:**

*N/A – Consent Agenda*

**Legal review (only if requested):**

*Legal has reviewed the document for legal sufficiency.*

**Elected official sponsor (if applicable):**

*N/A*



REVIEWED  
LEGAL COUNSEL

M - 188 - 23

**Health Systems Change for Tobacco Cessation  
MOU #: 2023-574**

**EFFECTIVE DATE:** The effective date of this Memorandum of Understanding (MOU) shall be July 1, 2023. Unless extended or terminated earlier in accordance with its terms, this MOU shall terminate on June 30, 2025.

**PARTIES:** Crook County, a political subdivision of the State of Oregon, acting by and through the Crook County Health Department, Public Health Division (hereinafter referred to as "Crook County"), Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division (hereinafter referred to as "Deschutes County"), Jefferson County, a political subdivision of the State of Oregon, acting by and through the Jefferson County Health Department, Public Health Division (hereinafter referred to as "Jefferson County"); collectively referred to as "Parties" or individually referred to as "Party."

**BACKGROUND AND PURPOSE:**

The Deschutes County Health Services (DCHS) Prevention Programs currently manages the Tobacco Prevention and Education Program through a formal agreement with the Oregon Health Authority (OHA). Starting within the 2019-2021 OHA Agreement, parties agreed to designate DCHS as the lead fiscal entity on behalf of work toward tobacco cessation health systems change. This designation remains agreed upon in the 2023-2025 biennium with the addition of Parties agreeing to the hiring of a Regional Tobacco Prevention Health Systems Change Coordinator to be an employee of DCHS. This scope of work involves a regional geographic footprint that includes Crook, Deschutes and Jefferson Counties. While Deschutes County is the fiscal entity and employer of the Coordinator, and will follow its policies and procedures, the public health departments for Crook, Deschutes and Jefferson County are the lead organizations to oversee the tobacco cessation health systems change initiative. This MOU serves to give each entity equal authority for decision making with regard to work for this project as defined by the work plan submitted to OHA (see exhibit A). To the best of the parties' abilities, they will ensure that the work moves forward in accordance with best practice and alignment with OHA requirements. Deschutes County will take the lead to convene all parties when decision-making points occur as well as maintain communication so that all parties are informed of work. Deschutes County will be the primary point of contact to OHA and any subcontractor hired to carry out specific activities relating to this initiative on behalf of the tri-county region (Crook, Deschutes and Jefferson).

**RESPONSIBILITIES OF EACH PARTY**

1. Each Party agrees to receive, or otherwise have access to, certain information that is confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively "HIPAA") and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act").
2. When requesting information regarding a client/patient, Parties agree to obtain appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA and 42 CFR part 2. All Parties must obtain, and maintain in the file of the individual receiving the services, appropriately signed and dated releases of information and consents to care for each such individual prior to commencement of services.
3. Each Party may access protected health information of the mutual client/patient only upon direct request by the provider that is providing, or has provided, care to that client/patient. In the case where direct provider request is not documented, each Party agrees to recognize the appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA, and 42 CFR part 2.
4. Each Party is responsible for their own acts, omissions, and liabilities and assumes full responsibility for the actions of such their own officials, employees, and agents. Each Party shall defend, indemnify, and hold harmless the other Parties for claims arising from the actions of the Party, its officials, employees and agents.
5. Any compliance issues, complaints or conflicts between Parties related to this MOU and not resolved through initial discussion between the Parties shall be submitted in writing to DCHS Public Health Deputy Director and the Crook County and Jefferson County Directors. The DCHS Deputy Director and Directors will conduct fact finding and facilitate a compromise and/or initiate mediation.

**PARTICIPATING PARTIES AGREE:**

1. Applicable Parties shall participate in the coordination and completion of activities as outlined in Exhibit A.
2. Deschutes County shall act as fiscal agent for the Health Systems Change Tobacco Cessation Initiative. As part of this understanding, Deschutes County will employ a Health Systems Change Coordinator to carry out specific activities relating to this Initiative on behalf of the tri-county region (Deschutes, Crook and Jefferson).

**CONFIDENTIALITY:**

In addition to the obligations imposed upon the Parties outlined in applicable law, each Party agrees to maintain confidentiality of information obtained pursuant to this MOU as follows:

It is agreed upon, by, and between all Parties that all participants in this project have an obligation to safeguard confidential information and records to which they have access or become aware of during the term in which services ("data") is being provided or exchanged. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that all Parties understand the obligation to maintain the confidentiality of information and records which any individual Party may access or become aware of while working in collaboration regarding this Project. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of any Party who improperly uses, discloses or releases confidential information or records will be subject to legal action, which may also include termination of this MOU. Except as is necessary to perform official work with, no Party is authorized to use, disclose or release any information or records to which the Party has access or becomes aware of during the term of the MOU in which services are being provided without the express written approval of the applicable Party's Department Director or Program Manager.

The Parties agree to abide by the laws and policies governing confidentiality by signing this MOU. If at any time, any Party has any questions regarding confidentiality laws or policies or regarding that Party's obligation to maintain the confidentiality of any information or records, that Party shall contact the applicable Party's Department Director, Program Manager or Privacy Officer.

**BY SIGNING THIS MEMORANDUM OF UNDERSTANDING, EACH PARTY CERTIFIES THAT THE PARTY HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY STATEMENT, THAT THE PARTY HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT THE PARTY WILL ABIDE BY THOSE LAWS AND POLICIES. EACH PARTY FURTHER UNDERSTANDS AND AGREES THAT, IF THE PARTY IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, THE APPLICABLE PARTY WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THIS MEMORANDUM OF UNDERSTANDING.**

**COMPENSATION:** NONE.

**TERMINATION:**

1. Voluntary Termination. Any individual Party may terminate its participation in this MOU for any reason upon thirty (30) calendar day's prior written notice to the other Parties. The termination by one Party does not operate to terminate the MOU as regards any other Party or Parties.
2. Termination for Cause. If any Party is in breach of this MOU, and that breach is not entirely cured within fifteen (15) calendar days' prior written notice from any non-breaching Party, the breaching Party may be immediately terminated from this MOU upon written notice of a majority vote of the non-breaching Parties. In the event that a notice of breach was sent to any Party, the breach was not cured within fifteen (15) calendar days, and a majority of the non-breaching Parties does not vote to terminate the breaching Party, any Party may immediately terminate its participation in this MOU upon written notice to the other Parties. The termination of any one Party does not operate to terminate the MOU as regards any other Party or Parties.

3. The written notice will be deposited with the United States Postal Service; either registered or certified, postage prepaid, or can be personally delivered to the addresses listed below:

Deschutes County Health Services  
 2577 NE Courtney Drive  
 Bend, OR 97701  
**Attn: Heather Kaisner**  
**CC: grace.evans@deschutes.org**  
 Phone: 541-322-7663  
 Fax: 541-322-7565  
 Heather.kaisner@deschutes.org

#### GENERAL PROVISIONS:

- 1 To the fullest extent authorized by law and to the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each Party shall defend, save, hold harmless and indemnify the other as well as their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of that Party or their officers, employees, contractors, or agents under this arrangement.
2. Each Party involved in a claim shall have control of the defense and settlement of any claim that is subject to subparagraph 1 of this paragraph; however no Party nor any attorney engaged by a party shall defend the claim in the name of any other Party, nor purport to act as legal representative of any other Party without first receiving from that Party's legal counsel, in a form and manner determined appropriate by the Party's legal counsel, authority to act as legal counsel for that Party, nor shall a party settle any claim on behalf of any other Party without the approval of the Parties' legal counsel.
3. It is agreed and understood that each Party is providing these services as an independent contractor, and not as an employee or agent of the other Party.
4. Amendment - The terms of this arrangement may be modified by amendment; the amendment shall be signed by all Parties and fully executed before the modified terms may take effect.
5. Assignment – No Party may assign this arrangement, in whole or in part, without the prior written consent of the other Parties.
6. Governing Law and Venue – Any dispute under this arrangement shall be governed by Oregon law with venue being located in Deschutes County, Oregon.
7. Severability – If any part of this arrangement shall be held unenforceable, the rest of this arrangement will remain in full force and effect.
8. **Nondiscrimination.** Contractor must provide services to clients without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.

**ENTIRE MOU:** Memorandum of Understanding (MOU) hereto, constitutes the entire MOU between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties. If any, whether written or oral, concerning the subject matter of this MOU which are not fully expressed herein. This MOU may not be modified except in writing signed by all Parties.

**CROOK COUNTY SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly appointed officers the first date written below.

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

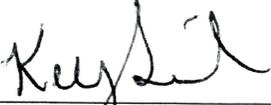
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Jerry Brummer, County Commissioner

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

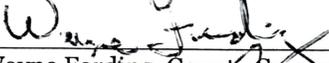
Date: \_\_\_\_\_

JEFFERSON COUNTY SIGNATURE PAGE

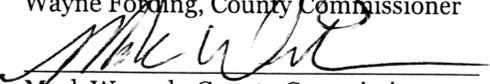
IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly appointed officers the first date written below.



Kelly Simmelink, County Commissioner



Wayne Fording, County Commissioner



Mark Wunsch, County Commissioner

Date: August 9, 2023

**EXHIBIT A  
DESCRIPTION OF ACTIVITIES**

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**Health Systems Change Initiative 1:** Educate healthcare partners and the public about the Oregon Tobacco Quit Line for tobacco cessation and ensure workflows for referrals are maintained.

**Why? (Historical Context):** In 2021-2023 Central Oregon TPEP coordinators developed an educational video and trainings for all county site locations working in the OCHIN Epic system on how to utilize the e-referral buildout in the system. This training was presented and shared to staff members at Deschutes and Jefferson county site locations in an effort to increase e-referrals. The training was required for Deschutes County staff and recommended for Jefferson County and Crook County staff members. As part of this effort, OCHIN Epic updated their screening system. The workflows were adjusted and shared with staff at each county site. The goal of this strategy is to 1. Keep the workflows, training video and training materials for the OCHIN Epic system updated and accessible to all clinic staff 2. Ensure new staff are being trained in tobacco screening, 2As and an R, how to do an e-referral 3. Use quarterly Tobacco Quitline Data report to evaluate efforts and review strategies implemented to improve cessation access 4. Expand data sharing capabilities across the Central Oregon region 5. Explore other systems for tobacco e-referral expansion.

**Equity Considerations:** Increasing access and training opportunities for all public health staff in the region and collaboration with our Warm Springs partners.

**Objective:** By June 30, 2025, Central Oregon partners will require the previously procedure for ensuring tobacco cessation e-referrals. The procedure includes ongoing staff training and resources to support e-referral, new staff training, review of Tobacco Quitline data and other methods for continuous quality improvement.

Activity Category	Activity Descriptions (add more rows as needed)	Partner Engagement & Alignment	Who will lead this activity (LPHA staff, CBO, contractor)?	Estimated Timeframe (MM/YY) - (MM/YY)
1. Partner Engagement	Facilitating Nicotine Treatment Health Systems Change statewide coordination monthly meeting.	OHA, Statewide TPEP partners	Regional Health Systems Coordinator (RHSC)	10/23-06/25
2. Partner Engagement	Collaborate with Warm Springs TPEP to foster support in tobacco cessation activities	Warm Springs	Regional TPEP, RHSC	10/23-06/25
3. Partner Engagement	Present OCHIN EPIC tobacco E-referral workflows to all staff in each County facility annually.	Crook, Deschutes and Jefferson PH	Regional TPEP, RHSC	10/23-06/25
4. Communication	Expand sharing capability of tobacco data dashboard across the region for OCHIN Epic data reports.	Deschutes County Data Analysis team, Crook Epidemiology	RHSC	10/23-02/24
5. Policy Implementation Maintenance	Monitor and update trainings and workflows / TA materials (such as for the 5As, or 2As and R) for all public health staff	Crook, Deschutes and Jefferson PH	Regional TPEP, RHSC	10/23-06/25
6. Policy Implementation and Maintenance	Monitor utilization of the Quit Line through quarterly reports from the state Quitline.	OHA, RVO Health	RHSC	10/23-06/25
7. Communication	Create a system to identify and monitor local cessation resources.	OHA, Crook, Deschutes and Jefferson PH	RHSC	01/24-06/24
8. Communication	Update and promote materials that detail the Oregon Quit Line and other tobacco cessation services.	OHA, Crook, Deschutes and Jefferson PH	RHSC	10/23-06/25

9. Assessment	Identify and map out other EHR systems in Central Oregon for potential referrals.	OHA, Crook, Deschutes and Jefferson PH	RHSC	10/23-06/25
10. Partner Engagement	Develop partnerships with local dental agencies to refer potential patients to cessation resources.	Crook, Deschutes and Jefferson Dental Offices	RHSC	01/25-06/25
11. Partner Engagement	Host Lunch and Learns in each county x 1 per year to provide training to clinicians, county staff, etc. on cessation (i.e. 2 A's and R, e-referral workflows, etc.)	Crook, Deschutes and Jefferson	RHSC	1/24-6/25

**Health Systems Change Initiative 2:** Expanding tobacco cessation services and resources in the Central Oregon region.

**Why? (Historical Context):** This strategy is focused on increasing cessation services in Central Oregon. Central Oregon Public Health will provide the American Lung Association’s Freedom From Smoking program. In addition, there will be a more consolidated effort towards tracking and promoting partner organizations’ cessation groups in Central Oregon. This will include sharing out the dates of when and where these will take place. An annual cessation media calendar will be developed alongside the events to promote tobacco cessation.

**Equity Considerations:** Expanding tobacco cessation services in the community to all residents free of service to increase access to treatment, exploring the need for tobacco cessation services in Spanish.

**Objective:** By June 30, 2025, persons in Central Oregon will have increased access to tobacco cessation resources and services through expanded Public Health partner offering of Freedom From Smoking (FFS), development of a system for tracking cessation services, and improved marketing of these resources throughout the region.

Activity Category	Activity Descriptions (add more rows as needed)	Partner Engagement & Alignment	Who will lead this activity (LPHA staff, CBO, contractor)?	Estimated Timeframe (MM/YY) - (MM/YY)
1. Implementation	Promote and Facilitate 3-4 virtual tobacco cessation groups annually	Crook, Deschutes and Jefferson PH	RHSC	10/23-06/25
2. Implementation	Promote and Facilitate 1-2 in-person cessation groups in Crook County annually	Crook PH	RHSC	10/23-06/25
3. Implementation	Promote and Facilitate 1-2 in-person cessation groups in Deschutes County annually	Deschutes PH	RHSC	10/23-06/25
4. Implementation	Promote and Facilitate 1-2 in-person cessation groups in Jefferson County annually	Jefferson PH	RHSC	10/23-06/25
5. Implementation	Recruit peer support/ person with lived experience to co-facilitate Freedom from Smoking cessation groups	Crook, Deschutes and Jefferson PH	RHSC	10/23-6/24
6. Assessment & Communications	Track, monitor and promote all partner organization cessation groups in the Central Oregon tri-county area.	Crook, Deschutes and Jefferson PH, Mosaic Community Health, BestCare	Regional TPEP, RHSC	1/24-06/25
7. Communications	Develop annual media/communications calendar for cessation support groups and messaging	Crook, Deschutes and Jefferson	PH Regional TPEP, RHSC	10/23-06/25

8. Communications	Distribute media to local news outlets prior to FFS cessation group start dates (e.g. Central Oregon Daily, Madras Pioneer, Crook County Roundup, Bend Bulletin, etc.)	Crook, Deschutes and Jefferson PH	RHSC	10/23-06/25
9. Communications	Post and boost social media posts on Smokefree Oregon cessation resources and FFS Groups	Crook, Deschutes and Jefferson PH	RHSC	10/23-06/25
10. Policy Development and Adoption	Add Oregon Tobacco Quitline and other cessation services as a service referral into UniteUs platform for central Oregon Public Health	COHC, PacificSource	RHSC	1/24-5/24
11. Partner Engagement	Attend relevant Central Oregon Health Council (COHC) workgroup meetings to advocate for tobacco cessation integration	COHC	Regional TPEP, RHSC	10/23-06/25
12. Partner Engagement & Assessment	Set up key informant interviews to assess and determine the need for tobacco cessation group programming in Spanish.	Latino Community Association	RHSC	1/24-12/24

**Health Systems Change Initiative 3:** Expanding tobacco cessation services and resources in Deschutes County

**Why? (Historical Context):** Historically, Deschutes County has seen a decrease in local cessation services. In Deschutes County will work to build capacity with local partners and community leaders to prioritize tobacco cessation resources locally.

**Equity Considerations:** Expanding tobacco cessation services in the community to all Deschutes County residents to reduce barriers to accessing treatment.

**Objective:** By June 30, 2025, persons in Deschutes County will have increased access to tobacco cessation resources and services through expanded partnerships offering tobacco cessation treatment and referrals through development of NRT distribution services, and improved marketing of these resources throughout the region.

Activity Category	Activity Descriptions (add more rows as needed)	Partner Engagement & Alignment	Who will lead this activity (LPHA staff, CBO, contractor)?	Estimated Timeframe (MM/YY) - (MM/YY)
1. Assessment & Communications	Track, monitor and promote all partner organization offering cessation supports across Deschutes County	Mosaic Community Health, DCHS clinic	RHSC	1/24-06/25
2. Partner Engagement	Partner Mosaic Community Health to purchase and distribute NRT	Mosaic Community Health	TPEP	10/23-6/25
3. Partner Engagement & Assessment	Explore other options within Deschutes County to serve as an access point to purchase and distribute NRT for free to community members.	TBD	TPEP	2/24-12/24
4. Other	Collect quarterly NRT distribution reports from Mosaic Community Health, including # of clients receiving NRT, types of NRT distributed, etc.	Mosaic Community Health	TPEP	1/24-6/25

5. Assessment & Partner Engagement	Identify two way referral pathways to connect clients of Deschutes County's onsite clinic to NRT and cessation support groups offered through the RHSC and/or DCBH	DCHS clinic and DCHS Behavioral Health	TPEP	10/23-2/24
6. Communications	Develop annual media/communications calendar for cessation support groups and messaging	DCHS clinic and DCHS Behavioral Health	RHSC, CHS	10/23-06/25
7. Communications	Distribute culturally appropriate marketing materials through paid and earned media outlets highlighting services provided by DCHS clinic and cessation support programs offered through DCBH (e.g. Central Oregon Daily, Bend Bulletin, DCHS facebook etc.)	DCHS clinic and DCHS Behavioral Health	RHSC, CHS	10/23-06/25
8. Communications	Post and boost Smokefree OR social media posts on Deschutes County's Facebook and Shared Future Coalition Facebook and IG to support quitting messages throughout the year.	DCHS onsite clinic and DCHS Behavioral Health	RHSC, ATOPDG Supervisor	10/23-06/25
9. Partner Engagement & Assessment	Explore options to support 1-2 staff from DCBH to get trained to become a Tobacco Treatment Specialist	Deschutes County Behavioral Health	TPEP and RHSC	10/23-6/24

**Crook County Strategy**

<b>Policy/Program Strategy 3:</b> Address root causes for tobacco use amongst the Perinatal Population				
<b>Why? (Historical Context):</b> Crook County has maintained a historically high rate of perinatal smoking. Perinatal smoking is attributed to severe consequences to both the child and mother which include but are not limited to: low-infant birth weight, brain and lung tissue damage of the child, high risk of miscarriage and other health consequences.				
<b>Equity Considerations:</b> All perinatal women should have access and support to smoking cessation				
<b>Objective:</b> By June 30, 2025, Crook County Public Health will implement pilot a project/intervention that identifies and addresses the root cause(s) of nicotine use among perinatal people in Crook County.				
Activity Category	Activity Descriptions (add more rows as needed)	Partner Engagement & Alignment	Who will lead this activity (LPHA staff, CBO, contractor)?	Estimated Timeframe (MM/YY) - (MM/YY)
1. Partner Engagement	Participate in Crook County WIC Staff meetings as necessary to tuned in to emerging trends	Crook County WIC	TPEP, RHSC	10/23-6/25
2. Assessment	Review Perinatal Tobacco report conducted by TPEP Health Systems subcontractor in 2019-2020 biennium recommendations	Perinatal stakeholders, WIC	TPEP, RHSC	10/23-2/24

3. Assessment	Conduct focus groups with perinatal people to determine root causes for tobacco use during pregnancy.	Crook County Health Department, Crook Kids Clinic/Mosaic, Pregnancy Resource Center, St. Charles, Mt. Star Relief Nursery, Latino Community Association	Evaluator, TPEP	8/24-11/24
4. Planning	Work with perinatal persons and other stakeholders to develop a pilot project/intervention that addresses the root cause(s) of nicotine use based on the focus group data among perinatal parents (Include development of evaluation plan that includes assurance of DEI)	Crook County Health Department, Crook Kids Clinic/Mosaic, Pregnancy Resource Center, St. Charles, Mt. Star Relief Nursery, Latino Community Association	TPEP, RHSC	1/25-3/25
5. Communications	Develop Communications Plan and outreach, promotional, and education materials to support implementation plan of pilot program.	Crook County Health Department, Crook Kids Clinic/Mosaic, Pregnancy Resource Center, St. Charles, Mt. Star Relief Nursery, Latino Community Association	TPEP, RHSC	1/25-6/25
6. Communication	Report out findings to local city and county administration.	Crook County City and County administration	TPEP, RHSC	3/25-6/25

**Jefferson County Strategy**

<b>Policy/Program Strategy 3:</b> Increase cessation support services through purchasing and distribution of NRT				
<b>Why? (Historical Context):</b> With limited Community Based Organization support in Jefferson County we will work to build capacity with new local partners and community leaders to establish tobacco cessation resources. This will be focused to address commercial tobacco use, inequities and develop or enhance community partnerships to provide tobacco cessation services.				
<b>Equity Considerations:</b>				
<b>Objective:</b> By June 30th, 2025, Jefferson County Public Health will continue to provide direct, evidence-based and culturally appropriate cessation delivery including the provision of Nicotine Replacement Therapy (NRT).				
Activity Category	Activity Descriptions (add more rows as needed)	Partner Engagement & Alignment	Who will lead this activity (LPHA staff, CBO, contractor)?	Estimated Timeframe (MM/YY) - (MM/YY)
1. Implementation	Develop internal Jefferson County protocol for NRT distribution procedures	Harm Reduction Center, Jefferson County Clinic	TPEP, RHSC	10/23-1/24
2. Implementation	Purchase and distribute Nicotine Replacement Therapy for individuals (Oregon Tobacco Quitline)	Harm Reduction Center, Jefferson County Clinic	TPEP	10/23-6/25
3. Implementation	Annual renewal of Board of Pharmacy licensing for non-pharmacy distribution site.	Statewide Partners, Jefferson County PH	TPEP, RHSC	02/24 & 02/25
4. Implementation	Develop a NRT tracking tool to collect data on NRT usage	Statewide Partners, Jefferson County PH	TPEP, RHSC	10/23-2/24

5. Communications	Collaborate with BIPOC populations to help develop culturally appropriate media messages around NRT distribution locations and cessation services	LCA, LINC, Faith Based Network School District, Youth Advisory Council, BestCare Prevention	TPEP, RHSC	10/23-6/25
6. Implementation	Train TPEP staff, Medical Assistant, Public Health Nurse, and two local BIPOC Champions to become Tobacco Cessation instructors to ensure sustainability	LCA, St. Charles Health System (Madras), BestCare, School District, Downtown Business Association, LINC	TPEP, MA, PH Nurse, BIPOC Champions, ALA	1/24-12/24
7. Communications & Decision Maker Education	Report data on NRT distribution usage at site locations and present to key stakeholders in the community.	School District, BestCare Treatment Services, Youth Advisory Council, Jefferson County Prevention Coalition, Faith Based Network	TPEP, RHSC	04/25-06/25

## AGENDA ITEM REQUEST



**Date:**

*October 9, 2023*

**Meeting date desired:**

*October 18, 2023*

**Subject:**

*2023-25 Communicable Disease regional intergovernmental agreement*

**Background and policy implications:**

*This is an update to an agreement between Jefferson, Crook, and Deschutes Counties, for the engagement of epidemiologist(s) to serve the Central Oregon community. Please note: when the agreement mentions the "County Health Department," that refers to the Deschutes County Health Department. Deschutes would be responsible for hiring and supervising the epidemiologist(s). Jefferson and Crook agree to share information, provide access to resources, and healthcare planning.*

**Budget/fiscal impacts:**

*There is no specific budget outlay required by this agreement – the amount of in-kind services to be provided by the Crook County Health Department may depend on future events (such as the outbreak of communicable diseases) that are by their nature hard to predict.*

**Requested by:**

*Eric Blaine, County Counsel  
Eric.Blaine@CrookCountyOR.gov  
541-416-3919*

**Presenters:**

*N/A – Consent Agenda*

**Legal review (only if requested):**

*Legal has reviewed the document for legal sufficiency.*

**Elected official sponsor (if applicable):** *N/A*



REVIEWED  
LEGAL COUNSEL

For Recording Stamp Only

**Regional Public Health Modernization  
MEMORANDUM OF UNDERSTANDING  
MOU #: 2023-573**

**EFFECTIVE DATE:** The effective date of this Memorandum of Understanding (MOU) shall be **July 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this MOU shall terminate on **June 30, 2025**.

**PARTIES:** Crook County, a political subdivision of the State of Oregon, acting by and through the Crook County Health Department, Public Health Division (hereinafter referred to as "Crook County"), Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division (hereinafter referred to as "Deschutes County"), Jefferson County, a political subdivision of the State of Oregon, acting by and through the Jefferson County Health Department, Public Health Division (hereinafter referred to as "Jefferson County"); collectively referred to as "Parties" or individually referred to as "Party."

**BACKGROUND AND PURPOSE:**

This MOU sets forth the terms and understanding between all Parties to more formally outline roles and responsibilities that support the regional Communicable Disease Modernization funding by the Oregon Health Authority. Deschutes County serves as the fiscal agent. Health Administrators from Crook, Deschutes, and Jefferson counties proposed a regional approach to address the burden of communicable diseases and outbreaks.

This approach now serves as the foundation for a regional Outbreak Prevention, Surveillance, and Response Team that includes two regional staff: Epidemiologist and an Infection Prevention Nurse. This team will provide 1) increased regional capacity to conduct day-to-day communicable disease investigations; 2) infection prevention education and training to facilities with higher burden of outbreaks 3) regional outbreak response; and 4) regional surveillance and analysis of communicable disease threats

**ROLES AND RESPONSIBILITIES:**

This MOU outlines the roles and responsibilities each Party is to play and each Party specifically agrees to perform the following:

**COUNTY HEALTH DEPARTMENTS:**

- 1) Deschutes County will be responsible for hiring, supervising, and evaluating the two regional positions (Epidemiologist, Long-Term Care Facilities Outreach Nurse, Congregate Settings Outreach Nurse, and the Environmental Hazards Preparedness Coordinator). Crook County and Jefferson County will participate in the hiring process and provide input on regional staff hiring and evaluations.
- 2) The Regional Epidemiologist will act as the project lead and will conduct regional surveillance on communicable diseases and share timely information with internal staff, health care providers, partners, and the public through multiple channels of communication. Duties will include coordinating monthly regional leadership meetings, developing regional data reports and data communication materials, designing and conducting program evaluations, tracking work plan implementation progress, and prepare progress and evaluation reports.
- 3) The Regional Long-Term Care Facilities Outreach Nurse will: develop and provide infection prevention trainings to targeted institutions; provide recommendations on current infection prevention best practices, provide timely response to and coordination of investigations of outbreaks; work with regional epidemiologist to analyze and evaluate surveillance and outbreak data; and provide back-up on communicable disease investigations for all three Counties as determined and needed by each County.
- 4) The Congregate Settings Outreach Nurse will complement existing work by providing outreach to the following unaddressed settings: Shelters, both high barrier and low barrier (warming shelter); Adult Foster Homes; Intellectual and Developmental Disability Homes; Youth Programs with congregate living; Drug Treatment Programs; and Food Kitchens. Special focus will be given to organizations that serve Behavioral Health clients, which comprises a large portion of the marginalized population. Outreach to these facilities will include outbreak response, Infection Prevention consults, facility and staff education through trainings and toolkits, monthly

newsletters with prevention topics, and assessing PPE inventory and usage. Similar to the LTCF position, this position will provide back-up on communicable disease investigations to Crook and Jefferson Counties when needed.

- 5) The Environmental Hazards Preparedness Coordinator will lead efforts in Central Oregon in addressing emerging environmental hazards which previously there was little capacity to address effectively. Environmental areas targeted by this work will include Wildfires, Wildfire Smoke, Excessive Heat, Drought and vector-borne communicable disease. Also, this position will implement strategies toward developing a Regional Environmental Hazards Adaptation Plan. Special consideration will be given to vulnerable populations such as the unhoused, who are most impacted by the effects of environmental hazards and natural disasters. This position will be committed to provide county-specific work to support local needs in Crook and Jefferson Counties, even if the work is non-transferable to the other counties.
- 6) Deschutes County will provide primary workspaces, laptops and materials for the two regional positions; Crook and Jefferson Counties will each provide a satellite “drop-in” workspace to be shared by the two positions.
- 7) Counties will send leadership representatives to the monthly regional Grant meetings hosted by Deschutes County as well as State provided in-person learning opportunities, dates determined by Oregon Health Authority.
- 8) Subject to approval by Oregon Health Authority, Crook County and Jefferson County authorize the regional Epidemiologist in Deschutes County to have access to their line-level data in ESSENCE for surveillance purposes.
- 9) Jefferson County staff will provide in-kind Spanish translation services of outreach and educational materials as needed.

#### **CONFIDENTIALITY:**

In addition to the obligations imposed upon the Parties outlined in applicable law, each Party agrees to maintain confidentiality of information obtained pursuant to this MOU as follows:

It is agreed upon, by, and between all Parties that all participants in this project have an obligation to safeguard confidential information and records to which they have access or become aware of during the term in which services (“data”) is being provided or exchanged. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that all Parties understand the obligation to maintain the confidentiality of information and records which any individual Party may access or become aware of while working in collaboration regarding this Project. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of any Party who improperly uses, discloses or releases confidential information or records will be subject to legal action, which may also include termination of this MOU. Except as is necessary to perform official work, no Party is authorized to use, disclose or release any information or records to which the Party has access or becomes aware of during the term of the MOU in which services are being provided without the express written approval of the applicable Party’s Department Director or Program Manager.

The Parties agree to abide by the laws and policies governing confidentiality by signing this MOU. If at any time, any Party has any questions regarding confidentiality laws or policies regarding that Party’s obligation to maintain the confidentiality of any information or records, that Party shall contact the applicable Party’s Department Director, Program Manager or Privacy Officer.

**BY SIGNING THIS MEMORANDUM OF UNDERSTANDING, EACH PARTY CERTIFIES THAT THE PARTY HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY STATEMENT, THAT THE PARTY HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT THE PARTY WILL ABIDE BY THOSE LAWS AND POLICIES. EACH PARTY FURTHER UNDERSTANDS AND AGREES THAT, IF THE PARTY IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, THE APPLICABLE PARTY WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THIS MEMORANDUM OF UNDERSTANDING.**

**COMPENSATION: NONE.**

**TERM & TERMINATION:**

1. The effective date of this arrangement shall be July 1, 2021 and, unless extended or terminated earlier in accordance with its terms, this arrangement shall terminate on June 30, 2023.
2. Voluntary Termination. Any individual Party may terminate its participation in this MOU for any reason upon thirty (30) calendar days' prior written notice to the other Parties. The termination by one Party does not operate to terminate the MOU as regards any other Party or Parties.
3. Termination for Cause. If any Party is in breach of this MOU, and that breach is not entirely cured within fifteen (15) calendar days' prior written notice from any non-breaching Party, the breaching Party may be immediately terminated from this MOU upon written notice of a majority vote of the non-breaching Parties. In the event that a notice of breach was sent to any Party, the breach was not cured within fifteen (15) calendar days, and a majority of the non-breaching Parties does not vote to terminate the breaching Party, any Party may immediately terminate its participation in this MOU upon written notice to the other Parties. The termination of any one Party does not operate to terminate the MOU as regards any other Party or Parties.

**GENERAL PROVISIONS:**

1. To the fullest extent authorized by law and to the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each Party shall defend, save, hold harmless and indemnify the other as well as their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of that Party or their officers, employees, contractors, or agents under this arrangement.
2. Each Party involved in a claim shall have control of the defense and settlement of any claim that is subject to subparagraph 1 of this paragraph; however no Party nor any attorney engaged by a party shall defend the claim in the name of any other Party, nor purport to act as legal representative of any other Party without first receiving from that Party's legal counsel, in a form and manner determined appropriate by the Party's legal counsel, authority to act as legal counsel for that Party, nor shall a party settle any claim on behalf of any other Party without the approval of the Parties' legal counsel.
3. It is agreed and understood that each Party is providing these services as an independent contractor, and not as an employee or agent of the other Party.
4. Amendment - The terms of this arrangement may be modified by amendment; the amendment shall be signed by all Parties and fully executed before the modified terms may take effect.
5. Assignment – No Party may assign this arrangement, in whole or in part, without the prior written consent of the other Parties.
6. Governing Law and Venue – Any dispute under this arrangement shall be governed by Oregon law with venue being located in Deschutes County, Oregon.
7. Severability – If any part of this arrangement shall be held unenforceable, the rest of this arrangement will remain in full force and effect.

ENTIRE MOU: This Memorandum of Understanding (MOU) constitutes the entire MOU between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties. If any, whether written or oral, concerning the subject matter of this MOU which are not fully expressed herein. This MOU may not be modified except in writing signed by all Parties.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly appointed officers the first date written below.

**DESCHUTES COUNTY:**

Heather Kaisner, Deputy Director, Public Health  
Deschutes County Health Services  
2577 NE Courtney Dr.  
Bend, Oregon 97701  
Fax No. 541-322-7565  
Heather.kaisner@deschutes.org

**Deschutes County**

**Signature:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**CROOK COUNTY:**

Crook County Health Department  
375 NW Beaver St., Ste. 100  
Prineville, OR 97754  
Attn: Katie Plumb  
  
kplumb@h.co.crook.or.us

**Crook County**

**Signature:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**JEFFERSON COUNTY:**

Jefferson County Public Health  
500 NE A St., Ste 102  
Madras, OR 97741  
Attn: Michael Baker  
Fax: 541-475-0132  
Michael.baker@PublicHealth.JeffCo.net

**Jefferson County**

**Signature:**  \_\_\_\_\_  
**Email:** Michael.Baker@publichealth.jeffco.net  
**Title:** Public Health Director  
**Date:** July 17, 2023

## AGENDA ITEM REQUEST



**Date:**

9/29/2023

**Meeting date desired:**

10/11 & 10/18

**Subject:**

2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-2 Awards PE01-01, PE12-01, and PE51-01 for quarters 2-4 and additional funds for PE44-02.

**Background and policy implications:**

One of many periodic contract amendments updating program-level funding post-legislative session and after individual program budgets and plans have been submitted to and approved by OHA.

**Budget/fiscal impacts:**

Total State Support for Public Health (PE01-01) award FY24: \$32,258

This is \$4,258 more than was projected. Additional funds will support staffing that is backfilled by county general fund.

Total Public Health Emergency Preparedness & Response (PE12-01) award FY24: \$70,381

This is \$381 more than was projected. No significant impact.

Total Public Health Modernization (PE51-01) award FY24 FY24: \$305,640

This is \$17,640 more than projected. These funds have not been allocated due to OHA having not distributed PE51-03 funds (estimated to be \$77,130) and we want to make sure we receive all of those funds before proposing new allocations.

Total School Based Health Center Mental Health Expansion Grant (PE44-02) is now \$113,236 which is \$6,476 more than projected in the budget. It is not yet determined how these funds should be allocated.

**Requested by:**

Katie Plumb, Health & Human Services Director  
kplumb@crookpublichealthor.gov 541-447-5165

**Presenters:**

Katie Plumb, Health & Human Services Director

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/

Agreement #180007



**AMENDMENT TO OREGON HEALTH AUTHORITY  
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Second Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (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 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. This Amendment is effective on **August 1, 2023**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Exhibit A “Definitions”, Section 18 “Program Element” is amended to replace the Program Element titles and funding source identifiers for PE12 “Public Health Emergency Preparedness and Response (PHEP)” with the following:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
<b><u>PE12 - Public Health Emergency Preparedness and Response (PHEP)</u></b>					
<u>PE 12-01 Public Health Emergency Preparedness Program (PHEP)</u>	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
<u>PE 12-02 COVID-19 Response</u>	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
<u>PE12-03 - MPOX Event Funding</u>	FF	Public Health Emergency Response	93.354	N	Y
<u>PE12-04 - MRC-STSTRONG</u>	FF	Medical Reserve Corps Small Grant Program	93.008	N	Y
<u>PE12-05 - Hospital Preparedness Program</u>	FF	National Bioterrorism Hospital Preparedness Program	93.889	N	Y

- b. Exhibit B Program Element #12 “Public Health Emergency Preparedness and Response (PHEPR) Program” and Program Element 44 “School Based Health Centers (SBHC)” and Program Element 51 “Public Health Modernization” are hereby superseded and replaced by Attachment A attached hereto and incorporated herein by this reference.
  - c. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby superseded and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
  - d. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

- 4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. **Signatures.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

Approved by: \_\_\_\_\_

Name: /for/ Nadia A. Davidson

Title: Director of Finance

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

**CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

Approved by: \_\_\_\_\_

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

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

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

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

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

**Attachment A**  
**Program Element Descriptions**

**Program Element #12: Public Health Emergency Preparedness and Response (PHEPR) Program**

**OHA Program Responsible for Program Element:**

**Public Health Division/Center for Public Health Practice/Health Security, Preparedness & Response 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 the Oregon Health Authority (OHA) Public Health Emergency Preparedness and Response (PHEPR) Program.

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.<sup>1</sup>

Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual.<sup>2</sup> The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability as stated in the Public Health Modernization Manual is as follows: “A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.”

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 of the Financial Assistance Award unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Public Health Emergency Preparedness and Response.**

- a. **Access and Functional Needs:** Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,<sup>3</sup> including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in congregate settings, older adults, pregnant and postpartum people, people with disabilities,<sup>4</sup> people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and people experiencing homelessness.<sup>5</sup>
- b. **Base Plan:** A plan that is maintained by the LPHA, describing fundamental roles, responsibilities, and activities performed during prevention, preparedness, mitigation, response, and recovery phases of FEMA’s disaster management cycle. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.
- c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, the Budget Period is July 1 through June 30.
- d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.<sup>1</sup>
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- g. **Equity:** The State of Oregon definition of Equity acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes. Equity actionably empowers communities most impacted by systemic oppression.<sup>6</sup> Historically underserved and marginalized populations include but are not limited to people with Access and Functional Needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc.
- h. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call-down engine that can be activated by state or local HAN administrators.
- i. **Health Security Preparedness and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- j. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- k. **Hospital Preparedness Program: (HPP)** Grant funding from the U.S. Department of Health and Human Services Administration for Strategic Preparedness & Response (ASPR) in preparing for, responding to, and recovering from the adverse health effects of emergencies and disasters.
- l. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxins, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies, and equipment in the early hours of an ill-defined threat, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.
- m. **Medical Reserve Corps (MRC):** The Medical Reserve Corps is a network in the U.S. of community-based volunteer units. LPHAs with MRCs have developed these volunteer organizations to help meet the public health needs of their communities.
- n. **MRC-STTRONG:** Applicable only to LPHAs who have successfully been notified of their award as a sub-recipient of OHA's MRC-STTRONG application. STTRONG is an ASPR Cooperative Agreement to strengthen the MRC network – focusing on emergency preparedness, response, and health Equity needs. Funded projects will bolster community response capabilities, building on the invaluable role that the MRC played during our fight against COVID-19.

- o. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.<sup>7</sup>
- p. **Public Information Officer (PIO):** The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.<sup>8</sup>
- q. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.<sup>9</sup>
- r. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.
- s. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC and inform trainings and planning for local partners.
- t. **Regional Emergency Coordinator (REC):** Regional staff that work within the Health Security, Preparedness, and Response section of the Oregon Health Authority. These staff support the Public Health Emergency Preparedness and Response (PHEPR) and Healthcare Coalition (HCC) programs. The PHEPR REC supports local public health authorities’ public health emergency preparedness activities and assures completion of required activities as outlined in this PE-12 document.

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

- a. **Foundational Programs and 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	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 = Foundational capabilities that align with each component										

<i>X = Other applicable foundational programs</i>												
<b>Planning</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>						
<b>Partnerships and MOUs</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>						
<b>Surveillance and Assessment</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>						
<b>Response and Exercises</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>						
<b>Training and Education</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>						

**Note: Emergency preparedness crosses over all foundational programs.**

**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.** Engage in activities as described in its approved PHEPR Work Plan and Integrated Preparedness Plan (IPP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA will provide to LPHA.

**b.** Focus on health Equity by assessing and addressing Equity gaps during all facets of the disaster management cycle (prevention, protection, mitigation, response, recovery) to reduce and/or eliminate disproportionate impacts on historically underserved and marginalized populations, including but not limited to people with Access and Functional Needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc. All response plans, procedures, workplans, exercises, or other activities performed under the PE-12 should address disparities and health inequities and work collaboratively with members of affected populations and community-based organizations to identify ways to minimize or eliminate disproportionate impacts and incorporate these solutions into all activities.<sup>2</sup>

**c.** Use funds for this Program Element in accordance with its approved PHEPR budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Budget Template, which is set forth in Attachment 1, incorporated herein with this reference.

**(1) Contingent Emergency Response Funding:** Such funding, as available, is subject to restrictions imposed by the CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingency emergency response funding awards can be made will depend upon the facts and

circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
  - (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from the PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.
  - (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance with Attachment 2 (Use of Funds), incorporated herein with this reference and an approved PHEPR budget using the template set forth as Attachments 1 to this Program Element.
  - (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, adding a new line item, or changing the indirect line item by any amount require submission of a revised budget to the Regional Emergency Coordinator (REC) and final receipt of approval from the HSPR fiscal officer.
  - (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
  - (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.
- d. Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community-based organizations (CBOs), older adult-serving organizations, and educational agencies and state childcare lead agencies as applicable.<sup>10</sup>
- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities or conferences is strongly encouraged.
  - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate is required.
  - (3) LPHA must collaborate with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:<sup>10</sup>
    - (a) Prioritizing health Equity as referenced in [Section 4b](#).
    - (b) Coordination with community-based organizations.
    - (c) Development or expansion of child-focused planning and partnerships.
    - (d) Engaging field/area office on aging.

- (e) Engaging behavioral health partners and stakeholders.
- (4) LPHA shall participate and engage in planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and IPP Blank Template tabs, which OHA has provided to LPHA.
- (5) LPHA shall participate in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.<sup>10</sup>
- (6) LPHA shall work to develop and maintain a portfolio of community partnerships to support prevention, preparedness, mitigation, response and recovery efforts. Portfolio must include viable contact information from local community-based organizations and community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.
- (7) As applicable for MRC-STTRONG recipients only, LPHA shall coordinate with the MRC Unit Coordinator, volunteers, the OHA MRC State Program Office, the National MRC Program, community partners, and any other necessary stakeholders for the duration of the MRC-STTRONG project period (June 1, 2023 – May 31, 2025).
- (8) As applicable for HPP recipients only, LPHA shall coordinate with the HPP Regional Emergency Coordinator at the OHA MRC State Program Office for the duration of the HPP project period (July 1, 2023 – June 30, 2024).
- e. **Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by November 1 of each year or an applicable Due Date based on CDC requirements.<sup>1</sup>
- f. **PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
  - (1) At least three broad program goals that address gaps, operationalize plans, and guide the following PHEPR Work Plan activities.
    - (a) Planning
    - (b) Training and education
    - (c) Exercises.
    - (d) Community Education and Outreach and Partner Collaboration.
    - (e) Administrative and Fiscal activities.
  - (2) Activities should include or address health Equity considerations as outlined in [Section 4b](#).
  - (3) Local public health leadership will review and approve PHEPR Work Plans.
- g. **PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan

Template which OHA has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.

**h.** 24/7/365 Emergency Contact Capability:

- (1)** LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
  - (a)** The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites, and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
  - (b)** The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.<sup>2</sup>
  - (c)** The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (2)** An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.<sup>2</sup>
  - (a)** Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
  - (b)** Following a quarterly test, LPHA must take any corrective action on any identified deficiency within 30 days of such test or communication drills, to the best of their ability.

**i.** HAN:

- (1)** A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR REC and the State HAN Coordinator.
- (2)** The HAN Administrator must:
  - (a)** Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
  - (b)** Complete appropriate HAN training for their role.
  - (c)** Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
  - (d)** Act as a single point of contact for all LPHA HAN issues, user groups, and training.
  - (e)** Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).

- (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
  - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.<sup>2</sup>
  - (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
  - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
  - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
  - (k) Facilitate in the development of the HAN accounts for new LPHA users.
- j. Integrated Preparedness Plan (IPP):** LPHA must annually submit to HSPR on or before August 15, an updated IPP as part of their annual work plan update.<sup>1</sup> The IPP must meet the following conditions:
- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
  - (2) Address health Equity considerations as outlined in [Section 4b](#).
  - (3) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA’s After Action Reports (AAR)/ Improvement Plans (IP).
  - (4) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align IPPs, as appropriate.
  - (5) Identify at least two exercises per year if LPHA’s population is greater than 10,000 and one exercise per year if LPHA’s population is less than 10,000.
  - (6) **Identify** a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
  - (7) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.

- (8) For an exercise or incident to qualify, under this requirement the exercise or incident must:
- (a) **Exercise:**
- LPHA must:**
- Submit to HSPR REC 30 days in advance of each exercise an exercise notification or exercise plan that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.
  - Involve two or more participants in the planning process.
  - Involve two or more public health staff and/ or related partners as active participants.
  - Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.
- (b) **Incident:**
- During an incident, LPHA must:**
- Submit LPHA incident objectives or Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
  - Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.
- (9) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.<sup>2</sup>
- (10) Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,<sup>1</sup> the Public Health Accreditation Board<sup>9</sup>, and the National Incident Management System.<sup>7</sup> The training portion of the plan must:
- (a) Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable statute.
- (b) Identify and train appropriate LPHA staff<sup>11</sup> to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- k. Maintaining Training Records:** LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.<sup>7</sup>

- l. Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.
- (1) LPHA must establish and maintain at a minimum the following plans:
    - (a) Base Plan.
    - (b) Medical Countermeasure Dispensing and Distribution (MCMDD) plan.<sup>12</sup>
    - (c) Continuity of Operations Plan (COOP)<sup>10</sup>
    - (d) Communications and Information Plan.
  - (2) All plans, annexes, and appendices must:
    - (a) Be updated whenever an After-Action Report improvement item is identified as requiring a change or biennially at a minimum,
    - (b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
    - (c) Be functional and operational by June 30, 2023,<sup>10</sup>
    - (d) Comply with the NIMS,<sup>7</sup>
    - (e) Include a record of changes that includes a brief description, the date, and the author of the change made, and
    - (f) Include health Equity considerations as outlined in [Section 4b](#).
- m. MRC-STTRONG:** Any deliverables resulting from this project should recognize ASPR, OHA, and MRC sponsoring organizations for their respective contributions to the body of work.
- (1) **Roles and responsibilities**

**LPHA shall:**

    - (a) Manage the approved MRC-STTRONG projects identified in finalized MRC-STTRONG application. Before use of the federal ASPR logo, LPHA must consult with the OHA MRC State Program.
    - (b) Participate in an annual OHA MRC State Program check-in: LPHA shall attend two check-in meetings with OHA MRC State Program and other sub-recipients to provide progress reports and engage collaboratively with other units for resource sharing.
    - (c) Complete performance measurement and evaluation tasks including the quarterly and annual reporting, LPHA status report (spent/unspent/encumbered), , and annual check-ins with the OHA MRC State Program Office.
  - (2) **Deliverables:**
    - (a) Standard Workplan: LPHA shall populate and maintain a workplan template provided by the OHA MRC State Program Office.
      - This workplan must be referenced during the two annual OHA MRC State Program check-ins to discuss and monitor progress.
      - As applicable, the workplan must integrate steps that incorporate population and membership driven methodologies for resource allocations that center equitable distribution of material or consumable resources and training resources.

- (b) Reporting Requirement: LPHA shall submit all required reports and any additional reporting as requested, throughout the course of the project.
- (c) LPHA shall present monthly to the MRC Unit Coordinator network during the 1st year (7/1/2023-6/30/2024) and at least once to the coordinator in the 2<sup>nd</sup> year of the project (7/1/2024-6/30/2025), regarding progress or outcomes of their project.
- (d) National preparedness network abstracts: LPHA is *encouraged* to submit abstracts to present at state and national preparedness conferences and other technical assistance resource sharing platforms.
  - **Limitations and Restrictions:** The following special conditions are in place for the Terms and Conditions of funding under this Program Element PE12-04: Purchase of uniforms: These supplies must meet the guidelines established for use as personal protective equipment found in “MRC Safety Equipment Guidelines for MRC-STTRONG Awardees” in Attachment 4 which is incorporated herein with this reference.
  - Uniform components must be returned to the respective unit/program office at the end of the event/project/volunteer tenure. Note: If the federal/ASPR MRC logo is expected to be utilized or placed on any items, please ensure to consult with a member of the MRC- STTRONG Project Team on the logo use guidelines.
- (e) **Change Approval Requirements:** Any deviations from what was approved in the original application (for example, key personnel changes, work plan changes, budget changes) must be reviewed and approved by the OHA MRC State Program Office, Grants Management Specialist and the ASPR’s Project Officer. Contact the OHA MRC State Program Office to initiate workplan/budget changes.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this 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 30

- a. **MRC-STTRONG:** LPHA have the following expectations for revenue and expense reporting
  - (1) **Annual Federal Financial Report:** Due to the OHA MRC State Program Office
  - (2) **LPHA Status Report:** Due to the OHA MRC State Program Office no later than March 2, 2025. The LPHA Status Report communicates the status of allocated funds (spent/unspent/encumbered) 3-months prior to end of project period (March 2, 2025). The OHA MRC State Program will provide a reporting template to LPHA.

6. **Reporting Requirements.**

- a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval.

Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.

- b. **Mid-year and end of year PHEPR Work Plan reviews.** LPHA must complete PHEPR Work Plan updates in coordination with their HSPR REC on at least a minimum of a semi-annual basis.
  - (1) Mid-year work plan reviews may be conducted between October 1 and March 31.
  - (2) End of year work plan reviews may be conducted between April 1 and August 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be scheduled in conjunction with a Triennial Review. This Agreement will be integrated into the Triennial Review Process.
- d. **Integrated Preparedness Plan (IPP).** LPHA must annually submit an IPP to HSPR REC on or before August 15. Final approved IPP will be due on or before September 15.
- e. **Exercise Notification.** LPHA must submit to HSPR REC 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
- f. **Response Documentation.** LPHA must submit LPHA incident objectives or an Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response.
- g. **After-Action Report / Improvement Plan.** LPHA must submit to HSPR REC an After-Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.
- h. **MRC-STTRONG LPHA Progress Reports:** These required reports aim to capture impact of MRC STTRONG funded activities as they relate to [ASPR Strategic Focus Areas](#), [MRC STTRONG goals](#), and [expanded emergency preparedness and response capabilities](#).
  - (1) **Annual Progress Reports:** If LPHA is funded under this PE12-04, LPHA shall submit annual program reports. As part of the progress report financial information will be reported both per major category of expense and by objective. OHA ASPR will provide a template for these reports.
    - (a) Scheduled Due Dates for annual reports from LPHA to the MRC State Program (OHA-PHD):

<b>STTRONG Budget Period</b>	<b>Annual Report Due Date</b>
2023 - 2024	August 1, 2024
2024 - 2025	August 1, 2025

(2) **Quarterly Progress Reports:** LPHA, if funded under this PE12-04 shall submit quarterly program progress reports. As part of the progress report financial information will be reported both per major category of expense and by objective. ASPR will provide a template for these reports.

(a) Scheduled Due Dates for quarterly reports from LPHA to the MRC State Program (OHA-PHD):

BP Quarter	Quarter Period	Quarterly Report Due Date
<b>2023 - 2024 Budget Period</b>		
1	June – August	September 15, 2023
2	September – November	December 15, 2023
3	December – February	March 15, 2024
4	March – May	June 14, 2024
<b>2024 - 2025 Budget Period</b>		
1	June – August	September 13, 2024
2	September – November	December 13, 2024
3	December – February	March 14, 2025
4	March – May	June 13, 2025

(3) **Other MRC-STTRONG Reports:** Additional reports may apply to LPHA’s project. OHA will contact you if it requires additional information to be submitted to ASPR.

(a) **MRC National Website:** For any activities reported in the MRC activity reporting system that are affiliated with your MRC-STTRONG project, please include key words “MRC-STTRONG” in the activity report and/or description.

(b) **Other Reporting Requirements** as identified by OHA throughout the project period.

7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.<sup>1</sup>



**Attachment 2: Use of  
Funds**

**Subject to CDC grant requirements, funds may be used for the following:**

- a. Reasonable program purposes, including personnel, travel, supplies, and services.
- b. To supplement but not supplant existing state or federal funds for activities described in the budget.
- c. To purchase basic, non-motorized trailers with prior approval from the CDC OGS.
- d. For overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from HSPR.
- e. For deployment of PHEPR-funded personnel, equipment, and supplies during a local emergency, in- state governor-declared emergency, or via the Emergency Management Assistance Compact (EMAC).
- f. To lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts with prior approval from HSPR.
- g. To purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads with prior approval from HSPR.
- h. To purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.
- i. To support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards

**Subject to CDC grant requirements, funds may not be used for the following:**

- a. Research.
- b. Clinical care except as allowed by law. Clinical care, per the CDC Funding Opportunity Announcement FOA, is defined as "directly managing the medical care and treatment of patients."
- c. The purchase of furniture or equipment - unless clearly identified in grant application.
- d. Reimbursement of pre-award costs (unless approved by CDC in writing).
- e. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- f. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- g. Construction or major renovations.
- h. Payment or reimbursement of backfilling costs for staff.
- i. Paying the salary of an individual at a rate in excess of Executive Level II or \$187,000.00 per year.
- j. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, or t-shirts.
- k. The purchase or support of animals for labs, including mice.
- l. The purchase of a house or other living quarter for those under quarantine.
- m. To purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

ATTACHMENT 3\*

Incident/Exercise Summary Report

Notification				
Exercise: Due 30 Days Before Exercise Incident: Within 48 hours of notification of incident requiring a response				
<b>Name of Exercise or Incident:</b>	Name of Exercise or Incident and OERS number, if relevant	<b>Date(s) of LPHA Play:</b>	Dates of Play	
<b>Scope</b>	<b>Type of Exercise/Event:</b>	<input type="checkbox"/> Drill	<input type="checkbox"/> Functional Exercise	
		<input type="checkbox"/> Tabletop Exercise	<input type="checkbox"/> Full Scale Exercise	
	<b>Participating Organizations:</b>	List all the names (if available) and agencies participating in your exercise		
	<b>Duration:</b>	How long will the exercise last? Or start/end time	<b>Location</b>	Location of exercise, if known
	<b>Objectives:</b>	List 1 to 3 SMART objectives		
<b>Primary Activities:</b>	List primary activities to be conducted with this incident or exercise			
<b>Design Team:</b>	List people who are participating in designing the exercise by name, agency			
<b>Point of Contact:</b>	Typically, the PHEP Coordinator's name	<b>LPHA or Tribe:</b>	Agency Name	
<b>POC Email:</b>	Enter POC's email address	<b>Phone:</b>	Phone	
Capabilities Addressed				
<b>BIOSURVEILLANCE</b> <input type="checkbox"/> 12: Public Health Laboratory Testing <input type="checkbox"/> 13: Public Health Surveillance and Epidemiological Investigation <b>COMMUNITY RESILIENCE</b> <input type="checkbox"/> 1: Community Preparedness <input type="checkbox"/> 2: Community Recovery <b>COUNTERMEASURES AND MITIGATION</b> <input type="checkbox"/> 8: Medical Countermeasure Dispensing and Administration <input type="checkbox"/> 9: Medical Materiel Management and Distribution <input type="checkbox"/> 11: Nonpharmaceutical Interventions <input type="checkbox"/> 14: Responder Safety and Health		<b>INCIDENT MANAGEMENT</b> <input type="checkbox"/> 3: Emergency Operations Coordination <b>INFORMATION MANAGEMENT</b> <input type="checkbox"/> 4: Emergency Public Information and Warning <input type="checkbox"/> 6: Information Sharing <b>SURGE MANAGEMENT</b> <input type="checkbox"/> 5: Fatality Management <input type="checkbox"/> 7: Mass Care <input type="checkbox"/> 10: Medical Surge <input type="checkbox"/> 15: Volunteer Management		
After Action Report				
To be completed within 60 days of exercise or incident completion				
<b>Strengths:</b>	What were the strengths identified during this exercise or incident?			
<b>Areas of Improvement:</b>	Were there any areas of improvement identified? List all in this space, then complete improvement plan on next page.			

<b>Improvement Plan</b>				
<i>To be completed with action review</i>				
<i>and submitted to liaison within 60 days of exercise or incident completion</i>				
Name of Event or Exercise		Name of Exercise or Incident	Date(s)	Date(s) of Exercise or Incident
CDC Public Health Capability Addressed	Issue(s)/Area(s) of Improvement	Corrective Action	Timeframe	Date Completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed

## Attachment 4

U.S. Department of Health &amp; Human Services



## MRC Safety Equipment Guidelines for MRC-STTRONG Awardees:

**Purpose:** These guidelines are intended to provide guidance on the purchase and use of Medical Reserve Corps (MRC) personal protective equipment (PPE) and force protection items under the Funding Opportunity: MRC- State, Territory and Tribal Nations, Representative Organizations for Next Generation (MRC-STTRONG) Awards. These guidelines apply to PPE and force protection purchases with *MRC-STTRONG Awards funding only*.

**Important Note:** All purchase requests will be reviewed on a case-by-case basis by the HHS Project Officer and Grants Management Specialist and will require pre-approval.

- 1) Safety equipment must fall under the purposes of personal protective equipment, security, and/or identification during a planned or unplanned event where MRC personnel are deployed.
  - a) Personal protective equipment: MRC personnel may need personal protective equipment (PPE) to keep them safe during natural disasters, biological hazards, accidental releases, infectious disease outbreaks, and terrorism events. PPE can be used to minimize worker exposure to hazards, but they are the last line of defense after engineering controls and administrative controls.
    - i) Emergency response-type PPE is classified into four levels, ranging from the most protective (Level A) to the least protective (Level D). Workers must be trained on the conditions that require PPE and the procedures to prevent and reduce exposure, including decontamination and proper disposal procedures. LEVEL A\* Highest level of respiratory, skin, and eye protection. LEVEL B\* Highest level of respiratory protection with a lower level of skin protection. LEVEL C\* Same level of skin protection as Level B, with a lower level of respiratory protection. LEVEL D\* No respiratory protection and only minimal skin protection.<sup>1</sup>
  - b) Security and Identification: MRC security/identification items should only be used and worn by MRC leadership and volunteers who have been identified and vetted by their housing organization. Wearing MRC-identified items allows MRC personnel to be easily identified during an unplanned or planned event where MRC volunteers are deployed.
- 2) PPE and force protection items must be returned to the originating distribution office or program after the volunteer tenure has ended.
- 3) Purchased items must meet the classifications as described above under PPE and/or must be worn for security or identification purposes. All purchase requests will be reviewed on a case-by-case basis by the HHS Project Officer and Grants Management Specialist and will require pre-approval.

<sup>1</sup> U.S. Department of Labor, Occupational Safety and Health Administration (OSHA): [PPE for Emergency Response and Recovery Workers](#) and [General Description and Discussion of the Levels of Protection and Protective Gear](#)

## References

1. Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>
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3. U.S. Department of Health & Human Services, Office of the Assistant Secretary for Preparedness and Response. *At-Risk Individuals with Access and Functional Needs*. Retrieved from <https://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>
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7. National Incident Management System Third Edition (October 2017). Retrieved from <https://www.fema.gov/national-incident-management-system>
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10. U.S. Department of Health & Human Services, Centers for Disease Control. (*Public Health Emergency Preparedness (PHEP) Cooperative Agreement*) Retrieved from: <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. 10.
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**Program Element #44: School-Based Health Centers (SBHC)**

**OHA Program Responsible for Program Element:** Public Health Division/Center for Prevention & Health Promotion/ Adolescent Health, ScreenWise & Reproductive Health

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 School-Based Health Centers (SBHC) Services. SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.

Many school-aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2020 Oregon Student Health Survey, approximately 41% of 11<sup>th</sup> graders and 44% of 8<sup>th</sup> graders reported having not seen a doctor or nurse for a check-up in the last 12 months. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at an easily accessible location for students and families.

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

2. **Definitions Specific to School-Based Health Centers.**

- a. **Biennium:** June 1 to June 30 of the specified years as set forth on the first page of this Agreement.
- b. **Culturally and Linguistically Responsive Services:** means the provision of effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.
- c. **School-Based Health Center ("SBHC"):** has the meaning given the term in ORS 413.225
- d. **SBHC Standards for Certification:** In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the SBHC Standards for Certification. SBHC Standards for Certification are found at:  
<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at:  
[https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://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	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
<b>SBHC Standards for Certification Compliance</b>	X	X		X	*	X	X	X	X	X		
<b>Mental Health Expansion Grants</b>		X		X	*	X	X	X	X	X		
<b>School-Linked Telehealth Grant</b>		X		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, Health Outcome Measure:**

Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Local Public Health 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. Use funds provided under this Agreement for SBHC Services only to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- b. Deliver all SBHC Services in accordance with OAR Chapter 333, Division 28, a copy of which is accessible on the Internet at <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1243>
- c. The SBHC Standards for Certification including administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process,

Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.

- d. Provide oversight and technical assistance so that each SBHC in the LPHA’s jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.
- e. Assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA’s certification review cycle as set forth in OAR 333-028-0230.
- f. This Section 4.f. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA agrees to conduct Mental Health Expansion Grant activities in accordance with the following requirements:
  - (1) Use funds provided under this Agreement to support mental health staff capacity (FTE) within the school-based health center system. Funding can be used to support multiple positions within each SBHC. Funding must be used to provide Culturally and Linguistically Responsive Health Services that are inclusive and welcoming for youth from diverse backgrounds.
  - (2) Use funds in compliance with the full list of SBHC Mental Health Expansion Grant award requirements that are posted on the OHA website:  
<https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/mh-expansion-grant.aspx>
- g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a School-Linked Telehealth Grant from OHA. LPHA agrees to conduct School-Linked Telehealth Grant activities in accordance with the following requirements:
  - (1) SBHC must be the distant site (i.e., where the provider is located) that provides telehealth in originating sites (i.e., where the patient is receiving the telehealth service) that are schools without SBHCs as outlined in HB 2591 (Chapter 619, Or Laws, 2021).
  - (2) Funds provided under this Agreement must be used to support a School-Linked Telehealth Pilot Project by:
    - (a) Supporting staffing, the purchase of technical equipment, costs associated with conducting a needs assessment, and/or supporting technical assistance related to School-Linked Telehealth Pilot planning and operations; and
    - (b) Supporting increased school nurse capacity and offsetting costs incurred by the school district/educational service district’s participation in the pilot project.
  - (3) LPHA must participate in monthly technical assistance or learning collaborative calls with other School-Linked Telehealth Grantees and engage in evaluation planning and data collection with the OHA SBHC State Program Office (SPO).
- h. This Section 4.h. is only applicable to LPHA if LPHA is selected to receive one-time funding from OHA. OHA occasionally provides one-time grant funding to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHCs. LPHA will be notified when these one-time grant funding opportunities become available.
  - (1) If one-time only funding becomes available, OHA will issue one-time funding guidance and LPHA may submit an application outlining activities, timeline and budget. The application is subject to approval by the OHA School-Based Health Center program.

- (2) If LPHA is awarded one-time grant funds, it will fulfill all activities and use funds in accordance with funding guidance and OHA-approved application and submit reports as prescribed by OHA.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement each quarter of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

- a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15 for the preceding service year (July 1 – June 30).
- b. LPHA must submit annual SBHC financial data via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the preceding service year (July 1-June 30).
- c. LPHA must submit annual hours of operation and staffing via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the current service year.
- d. LPHA must submit completed annual patient satisfaction survey data no later than June 30.
- e. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>
- f. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.
- g. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports.
- h. If LPHA received a School-Linked Telehealth Grant, LPHA must submit a mid-project report and a final project report. OHA will work with the LPHA to supply the due date and required format for the reports.

7. **Performance Measures.**

LPHA must submit annual SBHC KPM data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 –June 30). The current list of KPMs can be found at: <http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/data-requirements.aspx>

**Program Element #51: Public Health Modernization**

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director/Policy and Partnerships Unit

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 Public Health Modernization.

**Section 1: LPHA Leadership, Governance and Implementation**

- a. **Establish leadership and governance to plan for full implementation of public health modernization.** Demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities with a focus on health equity and cultural responsiveness throughout and within each Foundational Capability. This may include developing business models for the effective and efficient delivery of public health services, developing and/or enhancing community partnerships to build a sustainable public health system, and implementing workforce diversity and leadership development initiatives.
- b. **Implement strategies to improve local infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** In partnership with communities, implement local strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

**Section 2: Regional Public Health Service Delivery**

- a. **Demonstrate regional approaches for providing public health services.** This may include establishing and maintaining a Regional Partnership of local public health authorities (LPHAs) and other stakeholders, utilizing regional staffing models, or implementing regional projects.
- b. **Implement regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** Implement regional strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

**Section 3: COVID-19 Public Health Workforce**

**Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic.** Demonstrate strategies to ensure long-term improvements for health equity and cultural responsiveness, public health and community prevention, preparedness, response and recovery, including workforce diversity recruitment, retention and workforce development.

**Section 4: Public Health Infrastructure: Workforce**

- a. **Recruit and hire new public health staff,** with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs
- b. **Support, sustain and retain public health staff** through systems changes and supports, as well as workforce development and training.

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

**2. Definitions Specific to Public Health Modernization**

- a. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.
- b. Foundational Programs. The public health system’s core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
- c. Public Health Accountability Outcome Metrics. A set of data used to monitor statewide progress toward population health goals.
- d. Public Health Accountability Process Measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
- e. Public Health Modernization Manual (PHMM). A document that provides detailed definitions for each Foundational Capability and Foundational Program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: [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).
- f. Regional Partnership. A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.
- g. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this funding.

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

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

Program Components	Foundational Programs				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive 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							
<b>Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)</b>	*		X			X	X	X	X	X	X	X
<b>Implement strategies for local communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 1)</b>	*		X				X	X	X		X	X
<b>Demonstrate regional approaches for providing public health services (Section 2)</b>	*		X			X	X	X	X	X	X	X
<b>Implement regional communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 2)</b>	*		X				X	X	X		X	X
<b>Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. (Section 3)</b>	*					X	X	X	X			X

**b. Public Health Accountability Outcome Metrics:**

The Public Health Accountability Metrics adopted by the Public Health Advisory Board for communicable disease control and environmental health are:

- Rate of congenital syphilis
- Rate of any stage syphilis among people who can become pregnant
- Rate of primary and secondary syphilis
- Two-year old vaccination rates
- Adult influenza vaccination rates

- Emergency department and urgent care visits due to heat
- Hospitalizations due to heat
- Heat deaths
- Respiratory (non-infectious) emergency department and urgent care visits
- Community water system health-based violations, #/% of population affected
- Number of/type of drinking water advisories, #/% of population affected
- Number of weeks in drought annually, #/% of population affected

LPHA is not required to select these metrics as areas of focus for funds made available through this Program Element. LPHA is not precluded from using funds to address other high priority communicable disease and environmental health risks based on local epidemiology, priorities and need.

**c. Public Health Accountability Process Measures:**

Public Health Accountability Process Measures will be adopted by the Public Health Advisory Board for communicable disease control and environmental health by end of 2023.

**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:

**Requirements that apply to Section 1 and Section 2 funding:**

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.
- c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 10% or more within any individual budget category may only be made with OHA approval.
- d. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.
- e. Participate in learning collaboratives and capacity building for achieving each public health authority’s and the public health system’s goals for achieving health equity.
- f. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products and deliverables with OHA and other LPHAs and may include public posting.
- g. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

**Requirements that apply to Section 1: LPHA Leadership, Governance and Implementation:**

- a. Implement strategies for Leadership and Governance, Health Equity and Cultural Responsiveness, Communicable Disease Control, Emergency Preparedness and Environmental Health as described in Attachment 1 of this Program Element.

- b. Collaborate and partner with OHA-funded community-based organizations working in the areas of communicable disease, emergency preparedness and/or environmental public health through meetings and alignment of planned activities.
- c. In addition to the required prevention initiatives specified in Attachment 1 of this Program Element, LPHA may implement prevention initiatives that are responsive to the needs of the community, as pertains to Foundational Capabilities and Foundational Programs.

**Requirements that apply to Section 2: Regional Public Health Service Delivery:**

- a. Implement strategies for public health service delivery using regional approaches, which may be through Regional Partnerships, utilizing regional staffing models, or implementing regional projects.
- b. Use regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.

**Requirements that apply to Section 3: COVID-19 Public Health Workforce:**

- a. Implement activities in accordance with this Program Element.
- b. Use funds for this Program Element in accordance with its Section 3 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to Budget of 10% or more within any individual budget category may only be made with OHA approval.
- c. Use funds to establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. This includes workforce that directly supports COVID-19 response activities and those supporting strategies and interventions for public health and community priorities beyond COVID-19.
- d. Demonstrate strategies to ensure long-term improvements for public health and community prevention, preparedness, response and recovery.
- e. Demonstrate strategies for eliminating health inequities, which may include workforce diversity recruitment, retention and development of innovative community partnerships.

**Requirements that apply to Section 4: Public Health Infrastructure: Workforce**

- a. Implement at least one of the following activities:
  - (1) Implement strategies and activities to recruit, hire and retain a diverse public health workforce that reflects the communities served by the LPHA.
  - (2) Recruit and hire and/or retain new public health staff to increase workforce capacity in Foundational Capabilities and programs, including but not limited to epidemiology, communicable disease, community partnership and development, policy and planning, communications, and basic public health infrastructure (fiscal, human resources, contracts, etc.). LPHA will determine its specific staffing needs.
  - (3) Support and retain public health staff through systems development and improvements.
  - (4) Support and retain public health staff through workforce training and development.
  - (5) Transition COVID-19 staffing positions to broader public health infrastructure positions.
  - (6) Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs.

(7) Perform other related activities as approved by OHA in section b., below.

b. LPHA must request in writing prior approval for other related activities. No such activities may be implemented without written approval of OHA.

5. **General Budget and Expense Reporting.** LPHAs funded under Section 1, Section 2 and/or Section 3 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

- i. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- j. Have on file with OHA an approved Section 3 Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- k. Submit Section 1 and Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.
- l. Submit updated Section 1, 2 and 3 Budgets upon request using the format prescribed by OHA.
- m. Submit to OHA approved Section 1 and 2 work plan deliverables in the timeframe specified.
- n. Submit Section 4 data or information to OHA for evaluation purposes or as required by the Centers for Disease Control and Prevention. OHA will notify LPHA of the requirements. OHA will not require additional reporting beyond what is required by the Centers for Disease Control and Prevention.

7. **Performance Measures.**

If LPHA, including LPHAs funded as Fiscal Agents for Regional Public Health Service Delivery, complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

**Attachment 1**

The table below lists the goals and requirements that LPHAs will work toward with 2023-25 funding. Efforts toward the following goals and requirements will be demonstrated in the LPHA and/or regional work plan.

Programmatic goals and work plan requirements
<p>Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure.</li> <li>• LPHA will demonstrate strategies toward local or regional reductions in inequities across populations.</li> </ul> <p>Goal 2: Strengthen and expand communicable disease and environmental health emergency preparedness, and the public health system and communities’ ability to respond.</p> <ul style="list-style-type: none"> <li>• By June 30, 2025, LPHA will complete a local or regional all-hazards preparedness plan with community partners. (deliverable)</li> <li>• An LPHA with a completed plan will demonstrate strategies to maintain and execute a local or regional all-hazards plan with community partners.</li> </ul> <p>Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.</p> <ul style="list-style-type: none"> <li>• By June 30, 2025, LPHA will complete a local or regional climate adaptation plan, which may be a separate plan or incorporated into a community health assessment and plan. (deliverable)</li> <li>• An LPHA with a completed plan will demonstrate strategies toward implementation of a local or regional climate adaptation plan.</li> </ul> <p>Goal 4: Plan for full implementation of public health modernization and submission of local modernization plans by 2025.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities.</li> <li>• LPHA will demonstrate progress toward developing a local public health modernization plan (due to OHA by December 31, 2025) to implement Foundational Capabilities (ORS 431.131) and Foundational Programs (ORS 431.141).</li> </ul>
LPHA Requirements for increasing Capacity for Foundational Capabilities
<p>Leadership and Organizational Competencies</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate workforce or leadership initiatives necessary for local and/or regional public health infrastructure.</li> <li>• LPHA will participate in the development of a statewide public health workforce plan.</li> </ul>

### Health Equity and Cultural Responsiveness

- By June 30, 2025, LPHA will complete a local or regional health equity plan. (deliverable)
- An LPHA with a completed plan will demonstrate strategies toward implementation of local or regional health equity plan.
- LPHA will participate in the development of a statewide health equity plan.

### Assessment and Epidemiology

- LPHA will demonstrate strategies for public health data collection, analysis, reporting and dissemination that are necessary for 2023-25 goals and deliverables. This will include strategies to collect and report data that reveals health inequities in the distribution of disease, disease risks and social conditions that influence health.

### Community Partnership Development

- LPHA will demonstrate strategies for sustaining or expanding partnerships with community organizations to ensure connections with BIPOC communities or other groups experiencing health inequities.
- LPHA will demonstrate co-creation of culturally and linguistically responsive public health interventions with community partners.
- LPHA will demonstrate involvement of community-based organizations in public health emergency planning or other priorities identified by communities.
- LPHA will demonstrate sustained partnerships for infection prevention and control in congregate settings which may include LTCFs, prisons, shelters or childcare facilities.

### Communications

- LPHA will demonstrate the ability to provide routine public health education through a variety of communication platforms, with consideration of linguistic and culturally responsive and functional needs of the community.
- LPHA will demonstrate the ability to provide timely and accurate risk communication for areas of public health significance.

**Attachment B  
Financial Assistance Award (FY24)**

State of Oregon Oregon Health Authority Public Health Division		
<b>1) Grantee</b> Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	<b>2) Issue Date</b> Tuesday, August 1, 2023	<b>This Action</b> Amendment
	<b>3) Award Period</b> From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$6,956.75	\$25,301.25	\$32,258.00
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$52,904.00	\$0.00	\$52,904.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$17,595.25	\$52,785.75	\$70,381.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$222,439.86	\$0.00	\$222,439.86
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$112,660.00	\$0.00	\$112,660.00
PE40-01	WIC NSA: July - September	\$52,815.00	\$0.00	\$52,815.00
PE40-02	WIC NSA: October - June	\$158,450.00	\$0.00	\$158,450.00
PE40-05	Farmer's Market	\$2,378.00	\$0.00	\$2,378.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,187.00	\$0.00	\$2,187.00
PE42-04	MCAH Babies First! General Funds	\$6,989.00	\$0.00	\$6,989.00
PE42-06	MCAH General Funds & Title XIX	\$4,101.00	\$0.00	\$4,101.00
PE42-11	MCAH Title V	\$21,633.00	\$0.00	\$21,633.00
PE42-12	MCAH Oregon Mothers Care Title V	\$11,412.00	\$0.00	\$11,412.00
PE42-13	Family Connects Oregon	\$50,000.00	\$0.00	\$50,000.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,792.00	\$0.00	\$10,792.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$106,760.00	\$6,476.00	\$113,236.00
PE46-05	RH Community Participation & Assurance of Access	\$17,113.68	\$0.00	\$17,113.68
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,728.00	\$0.00	\$38,728.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$36,316.08	\$269,323.92	\$305,640.00
PE51-05	CDC PH Infrastructure Funding	\$155,440.41	\$0.00	\$155,440.41
PE62	Overdose Prevention-Counties	\$18,680.00	\$0.00	\$18,680.00
PE62-02	Fentanyl Campaign Funds	\$10,000.00	\$0.00	\$10,000.00
		\$1,177,868.85	\$353,886.92	\$1,531,755.77

<b>5) Foot Notes:</b>	
PE10-02	7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.
PE10-02	8/2023: Prior Foot Note dated 7/15/2023 null and void. Full FY24 award funds may now be used in FY24 during the period of 7/1/23-01/31/2024 due to new guidance from the CDC.
PE40-01	7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.
PE40-02	7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.
PE51-01	8/2023: Prior Footnote dated 7/2023 Null and Void

<b>6) Comments:</b>	
PE01-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE12-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 Award funding for first 3 months only
PE13	7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE40-01	7/2023: SFY2024 Q1 WIC NSA grant award. \$10,563 must spent on Nutrition Ed; \$1,575 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
PE40-02	7/2023: SFY2024 Q2-4 grant award. \$31,690 must be spent on Nutrition Ed, \$4,726 on BF Promotion.
PE40-05	7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024
PE51-05	7/2023: SFY24 Award Available 7/1/23-6/30/24. Funds are available 7/1/23-11/30/27. Unspent Funds in SFY24 will be carried over to the next fiscal year.
PE62	7/2023: FY24 funds available 7/1/23-9/29/23 only.
PE62-02	7/2023: De-obligated anticipated unspent funds from SFY23 per county request and moving to SFY24. SFY24 Award - 7/15/2024: Funds available 7/1/23-8/31/23 only.

<b>7) Capital outlay Requested in this action:</b>				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

**Attachment C**

**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE01-12 ACDP Infection Prevention Training**

Federal Award Identification	6NU50CK000541
Federal Award Date:	05/18/20
Budget Performance Period:	08/1/2019-07/31/2024
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology & Laboratory Capacity
Total Federal Award:	98,897,708.00
Project Description:	Epidemiology & Laboratory Capacity
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	16.41%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53867
Index:	50401

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$1,517.82	\$1,517.82

**PE10-02 Sexually Transmitted Disease (STD)**

Federal Award Identification	NH25PS005149
Federal Award Date:	07/13/23
Budget Performance Period:	01/01/2023-01/31/2024
Awarding Agency:	CDC
CFDA Number:	93.977
CFDA Name:	Preventive Health Services - Sexually Transmitted Diseases Control Grants
Total Federal Award:	\$3,501,895.00
Project Description:	STD Prevention & Control
Awarding Official:	Cassandra Davis
Indirect Cost Rate:	18.06
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53192
Index:	50403

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$52,904.00	\$52,904.00

**PE12-01 Public Health Emergency Preparedness and Response**

Federal Award Identification	NU90TP922036
Federal Award Date:	06/07/23
Budget Performance Period:	07/01/2023-06/30/2024
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness (PHEP)
Total Federal Award:	8,466,536.00
Project Description:	Public Health Emergency Preparedness (PHEP)
Awarding Official:	Ms. Sylvia Reeves
Indirect Cost Rate:	18.06
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53628
Index:	50407

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$70,381.00	\$70,381.00

**PE42-03 MCAH Perinatal General Funds & Title XIX**

Federal Award Identification	00031222	00031222
Federal Award Date:	04/01/23	
Budget Performance Period:	10/01/2022-9/30/2023	10/01/2023-9/30/2024
Awarding Agency:	Medicaid XIX	Medicaid XIX
CFDA Number:	93.778	93.778
CFDA Name:	Medical Assistance Program	Medical Assistance Program
Total Federal Award:	3,142,259,221	TBD
Project Description:	Medical Assistance Program	Medical Assistance Program
Awarding Official:	Samina Panwhar	TBD
Indirect Cost Rate:	18.06	TBD
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	52180	TBD
Index:	50336	50336

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$547.00	\$1,640.00	\$2,187.00

**PE42-06 MCAH General Funds & Title XIX**

Federal Award Identification Number:	00031222	00031222
Federal Award Date:	12/10/21	TBD
Budget Performance Period:	10/01/2022-9/30/2023	10/01/2023-9/30/2024
Awarding Agency:	Medicaid XIX	Medicaid XIX
CFDA Number:	93.778	93.778
CFDA Name:	Medical Assistance Program	Medical Assistance Program
Total Federal Award:	\$2,454,666.00	TBD
Project Description:	Medical Assistance Program	Medical Assistance Program
Awarding Official:	Samina Panwhar	TBD
Indirect Cost Rate:	18.06%	TBD
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	52174	TBD
Index:	50336	50336

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$1,025.00	\$3,076.00	\$4,101.00

**PE42-11 MCAH Title V**

Federal Award Identification	B0447441
Federal Award Date:	04/06/23
Budget Performance Period:	10/01/2022 - 09/30/2024
Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	4,797,142
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52355
Index:	50336

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$21,633.00	\$21,633.00

**PE42-12 MCAH Oregon Mothers Care Title V**

Federal Award Identification:	B0447441
Federal Award Date:	04/06/23
Budget Performance Period:	10/01/2022-09/30/2024
Awarding Agency:	DHHS
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	4,797,142
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	Yes
PCA:	52358
Index:	50336

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$11,412.00	\$11,412.00

**PE43-01 Public Health Practice (PHP) - Immunization Services**

Federal Award Identification:	NH23IP922626
Federal Award Date:	7/12/2023
Budget Performance Period:	07/01/2023-06/30/2024
Awarding Agency:	HHS/CDC
CFDA Number:	93.268
CFDA Name:	Immunization Cooperative Agreements
Total Federal Award:	6,192,977
Project Description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	18.06%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53599
Index:	50404

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$10,792.00	\$10,792.00

PE50 Safe Drinking Water (SDW) Program (Vendors)

Federal Award Identification	State Funds	State Funds	00031223	00031224	98009022	98009023
Federal Award Date:			06/21/23	TBD	09/21/22	TBD
Budget Performance Period:			10/01/2022-09/30/2023	10/01/2023-09/30/2024	10/01/2022-09/30/2025	10/01/2023-09/30/2026
Awarding Agency:			EPA	EPA	EPA	EPA
CFDA Number:			66.432	66.432	66.468	66.468
CFDA Name:			State Public Water System Supervision	State Public Water System Supervision	Capitalization Grants for Drinking Water State Revolving Funds	Capitalization Grants for Drinking Water State Revolving Funds
Total Federal Award:			2516000	TBD	11064000	TBD
Project Description:			OHA State Public Water System Supervision (PWSS) Primacy Tiffany Eastman	OHA State Public Water System Supervision (PWSS) Primacy	Oregon FFY 2022 Drinking Water State Revolving Fund (base) Megan Browning	Oregon FFY 2023 Drinking Water State Revolving Fund (base)
Awarding Official:				TBD		TBD
Indirect Cost Rate:			18.06%	TBD	18.06%	TBD
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No	No	No
PCA:	51283	51058	51322	TBD2	51835	TBD1
Index:	50204	50204	50204	50204	50204	50204

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$11,617.00	\$3,873.00	\$2,905.00	\$8,714.00	\$2,905.00	\$8,714.00	\$38,728.00

# DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

**Document number:** \_\_\_\_\_, hereinafter referred to as "Document."

I, \_\_\_\_\_  
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

\_\_\_\_\_ by email.

**Contractor's name**

On \_\_\_\_\_,  
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

## AGENDA ITEM REQUEST



**Date:**

*September 26, 2023*

**Meeting date desired:**

*October 4, 2023*

**Subject:**

*Multiparty funding agreement for contracting with USGS for study of Crooked River isotopes and minerals.*

**Background and policy implications:**

*Several months ago, the County Court heard a presentation regarding concerns about the levels of certain minerals and isotopes in the Crooked River. It is unclear where these minerals are coming from. There is the possibility that if the source of the high prevalence can be identified, steps could be taken to reduce the inflow into the Crooked River. For instance, if the minerals (such as nitrogen) are due to agricultural practices, a state or federal agency might take action which impacts local farmers or ranchers. If, however, the source of minerals was from some natural feature instead, then perhaps no restrictions on local agriculture would be needed.*

*The Crooked River Watershed Council has sought financial contributions from interested parties to pool resources to engage the US Geological Survey to conduct a study of the Crooked River. The goal of the study would be to, hopefully, identify the source of the isotopes. Thereafter, what if any steps would be needed to reduce the minerals' prevalence could be based on a solid scientific foundation. The attached agreement would have those contributing parties provide their funds to Crook County, which would then be authorized to try to negotiate an agreement with USGS for that purpose.*

**Budget/fiscal impacts:**

*Under the agreement, Crook County would contribute \$8,000.00, and the other parties would contribute another \$32,000.00.*

**Requested by:**

*Eric Blaine, County Counsel*

*Eric.Blaine@crookcountyor.gov*

*541-416-3919*

**Presenters:**

*Chris Gannon, Crooked River Watershed Council*

**Legal review (only if requested):**

*Legal drafted the attached agreement.*

**Elected official sponsor (if applicable):**

*N/A*

MULTI-PARTY AGREEMENT  
For  
Mineral and Isotope Testing

This Multi-Party Agreement (hereinafter the “Agreement”) is made by and between Crook County, a political subdivision of the State of Oregon (“Crook County”); the Crooked River Watershed Council, an Oregon special district (“CRWC”); the City of Prineville, and Oregon municipal corporation (“Prineville”); the Deschutes River Conservancy, an Oregon non-profit corporation (“Conservancy”); and Deschutes Chapter #552 of Trout Unlimited, an Oregon non-profit corporation (“Trout Unlimited”). Collectively, Crook County, CRWC, Prineville, Conservancy, and Trout Unlimited, may be referred to as the Parties, or individually as a Party.

RECITALS

A. *Whereas*, each of the Parties is interested in promoting the health, vitality, and quality of the Crooked River, for the use, enjoyment, and recreation of the general public and those with water resource rights; and

B. *Whereas*, the Parties are interested in collaborating in a project to engage the United State Geological Survey (hereinafter “USGS”), which is not a party to this Agreement, to conduct a study of the water in the Crooked River. Such study would specifically examine the concentration of certain minerals and isotopes, with a goal of identifying if harmful amounts are present within the river, and if possible, to identify the source for such harmful amounts (agriculture, industrial spillage, litter, naturally occurring features, etc.); and

C. *Whereas*, to facilitate the engagement of the USGS, and to pool resources in furtherance of the Parties’ shared interest in river health, the Parties have executed this Agreement.

AGREEMENT

***Now, therefore***, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Effective Date**: This Agreement becomes effective on the date when signed by all five (5) Parties (the “Effective Date.”)
2. **Adoption of Recitals**: The above Recitals are incorporated into and made a part hereof, as terms of contract and not mere recitals.
3. **Designation and Duties of Managing Party**: Crook County is designated as the “Managing Party,” and has the following additional duties and responsibilities:

- a. To receive all contributions under Section 4, “Contributions of Funds,” below, and to place them into an appropriate finance account in accordance with Oregon local budget law and Crook County’s existing policies and practices.
- b. To use such funds only in furtherance of the goals and purposes of this Agreement, including making any necessary withholdings under applicable law.
- c. To be authorized to negotiate and execute an agreement with the USGS for the necessary mineral and isotope testing.
- d. To distribute to the other Parties such reports and information it receives regarding the presence and source of minerals or isotopes in the Crooked River.
- e. To provide such financial information regarding the contributed funds as any Party may reasonably request.

4. **Contribution of Funds:** By December 31, 2023, each of the Parties will individually contribute to the Managing Party the following cash funds totaling \$40,000:

- Crook County: \$ 8,000 (20%)
- CRWC: \$15,000 (37.5%)
- Prineville: \$ 8,000 (20%)
- Conservancy: \$ 7,000 (17.5%)
- Trout Unlimited: \$ 2,000 (5%)

5. **Refund of Unexpended Contributions:** At the conclusion of the Managing Party’s agreement with the USGS, if there are unexpended amounts from the Parties’ contributions, each Party will receive a refund equal to its contribution percentage described in Section 4 above. Such refund will be made within a reasonable time, and will be accompanied by such invoices and documentation as any Party may reasonably request.

6. **Termination:** This Agreement may be terminated by any of the following:

- a. **For Cause.** With reasonable cause, any Party may terminate its participation in this Agreement after giving all other Parties ten (10) days’ prior written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the terminating Party to liability to others.

The termination by one Party will not operate to terminate this Agreement, so long as there remain at least two (2) Parties thereto.

- b. **By Mutual Agreement:** This Agreement may be terminated by the agreement of all Parties, confirmed and signed in writing.

7. **Entire Agreement:** This Agreement by both Parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives.
8. **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior mutual consent of the Parties. No modification of this Agreement shall bind any Party unless reduced to writing and subscribed by all other Parties, or ordered by a court of competent jurisdiction.
9. **Successors in Interest:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties to this Agreement and their respective successors and assigns.
10. **No Authority to Bind Other Parties:** No Party has authority to enter into contracts on behalf of any other Party. The Managing Party may enter into a contract with the USGS, but the Managing Party alone will be a party thereunto. This Agreement does not create a partnership between the Parties.
11. **Notices:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the Party or by certified mail, return receipt requested, to the Party at the Party's address as stated below:

For Crook County:  
 Crook County  
 Attn: County Counsel's Office  
 300 NE 3rd Street  
 Prineville, OR 97754

For CRWC:  
 Chris Gannon  
 Director  
 498 SE Lynn Blvd.  
 Prineville, OR 97754

For Prineville:  
 Casey Kaiser  
 387 NE 3rd Street  
 Prineville, OR 97754

For Conservancy:  
 Kate Fitzpatrick  
 700 NW Hill Street  
 Bend, OR 97703

For Trout Unlimited:  
 Trout Unlimited  
 1453 Esplanade Ave.  
 Klamath Falls, OR 97601

12. **Governing Law and Venue:** Any dispute under this Agreement will be governed by Oregon law with venue being located in Crook County, Oregon.
13. **Severability:** If any provisions of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions

shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

14. Attorney Fees: In the event of an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each Party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

15. Waiver: The failure of either Party at any time or from time to time to enforce any of the terms of the Agreement shall not be construed to be a waiver of such term or of such Party's right to thereafter enforce each and every provision of the Agreement.

16. Indemnification and Hold-Harmless:

a. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort claims Act, ORS 30.260 through 30.300, the Parties will defend, save, hold harmless, and indemnify each other and their respective officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of the other Parties or their respective officers, employees contractors or agents under this Agreement.

b. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Managing Party will defend, save, hold harmless, and indemnify the other Parties and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of the Managing Party's agreement, contract, or interactions with the USGS.

c. No Party shall be liable to any other Party for any incidental or consequential damages arising out of or related to this Agreement. No Party shall be liable for any damages of any sort arising solely from the termination of this Agreement, in whole or in part, in accordance with its terms.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

17. **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 as of the date last written below, and effective as of the Effective Date:

**For County:**

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Print Name and Title

**For CRWC:**

Chris M. Gannon 9/12/2023  
Signature / Date

Chris M. Gannon, Director  
Print Name and Title

**For Prineville:**

Casey D. Kaiser 9/21/23  
Signature / Date

Casey D. Kaiser, Public Works Director  
Print Name and Title

**For Conservancy:**

Kate Fitzpatrick 9/12/23  
Signature / Date

Kate Fitzpatrick, Executive Director  
Print Name and Title

**For Trout Unlimited:**

Tommy Cianciolo 09/18/2023  
Signature / Date

Tommy Cianciolo, Water Quality Project Coordinator  
Print Name and Title



# AGENDA ITEM REQUEST

**Date:**

9/29/2023

**Meeting date desired:**

October 18, 2023

**Subject:**

Three, \$3,000-\$5,000 grants for the Glenn Miller Orchestra patriotic concert, March 16, 2024.

**Background and policy implications:**

Glenn Miller Orchestra touring Oregon next March. None.

**Budget/fiscal impacts:**

Cost for orchestra is \$8500 plus 13 hotel rooms. Library will organize event, obtain donations and grants to cover cost of event, advertise performance, and purchase banner to display at program entrance thanking donors. Actual cost of program to be covered by corporate donations and grants.

**Requested by:**

Sarah Beeler, Director of Library Services, 541 447 7978 x314,  
sbeeler@crooklibraryor.gov

**Presenters:**

Sarah Beeler, Director of Library Services

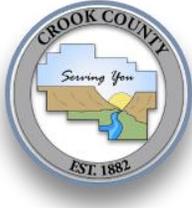
**Legal review (only if requested):**

Need assistance with insurance certificate for Crook County School District and review of performance contract.

**Elected official sponsor (if applicable):**

N/A

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/

**480.357.3863**

Call Us - 9AM to 6PM MST



MY ACCOUNT LOGOUT



**START BUILDING**

**INVENTORY**

**RESOURCES**

**COMPANY**

**TOY HAULERS**

**CONTACT**

< Back to Orders & Quotes

# CUSTOM QUOTE #4600005157

October 12, 2023

## Trailer

Type: **Wheelchair accessible**

Length: 30' Toy Hauler

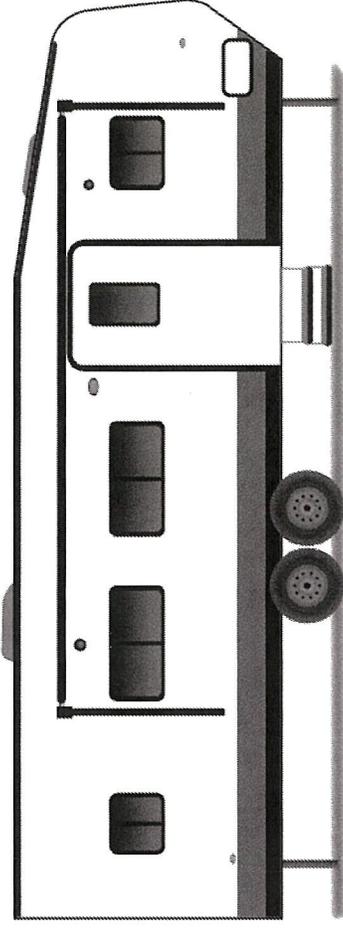
Floorplan: H

## Price

**Online Price:** \$33,410.00

**Discount:** -\$2,000.00

**Floorplan:** +\$2,195.00



**Options:** +\$18,024.00

**Sales Price: \$51,629.00**

*+9,000 for wheel chain lift = \$60,629.00*

## Included Features

12v Fan in Bathroom	2 Propane Tanks(empty)	4 Recessed Tie-Downs
7 Foot Ramp Door	Battery	Custom Window Valances
Gas Furnace	Gas Water Heater	LP Leak Detector
Overhead Cabinets	Radius RV Door w/Screen	Radius Tinted Windows
Smoke/Fire Alarm	Toilet	Tub/Shower
Tank & Battery Monitor Panel	Wood Cabinet Doors	

## Additional Options / Upgrades

- Cabinet - Cooktop 2 Burner Black x 1 qty
- Chassis - Electric Stabilizer Jacks x 1 qty
- Chassis - Electric Tongue Jack x 1 qty
- Chassis - Weight Distribution Hitch x 1 qty
- Electrical - Air Conditioner Dual 13.5k Units x 1 qty
- Electrical - Exterior Floodlights 2700 Lumens x 1 qty
- Electrical - Exterior Speakers (2) x 1 qty
- Electrical - Heated Tanks w/Wrapped Pipes (4 seasons package) (3 tanks included + \$300 per additional tank) x 1 qty
- Electrical - Microwave Oven 1.0 CF Black x 1 qty
- Electrical - Radio - AM/FM/CD/DVD/USB w/Bluetooth x 1 qty
- Electrical - Television 32in LED 12v x 1 qty
- Exterior - 36"x16" Storage Door Non Vented White x 1 qty
- Exterior - Diamond Plating Matte Black x 1 qty
- Exterior - Generator Built In Onan 5500W Propane x 1 qty
- Exterior - Propane Tank Upgrade 30lb x 1 qty

- Plumbing - RV Deluxe Starter Kit x 1 qty
- Refrigerator 3CF 3 Way x 1 qty
- Smooth Fiberglass Siding Upgrade x 1 qty



America's Factory Direct Toy  
Hauler Dealership

- Start Building
- Inventory
- Toy Haulers
- Resources
- Company
- Contact

Follow us   



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**EPA DOT Fuel Economy and Environment**

**Fuel Economy**  
 Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPG.

**23 MPG**  
 combined city/hwy

**23**  
 city

**23**  
 highway

**4.3** gallons per 100 miles

**Smog Rating** (tailpipe only)  
 Fuel Economy & Greenhouse Gas Rating (tailpipe only)

**5** Best  
**10** Best  
**10** Best  
**6** Best

**You spend more in fuel costs over 5 years compared to the average new vehicle.**

**\$1,500**

**Annual fuel cost**  
 \$1,900

**fuel economy.gov**  
 Calculate personalized estimates and compare vehicles

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. Fuel economy estimates are based on a 15,000 mile per year, 55 mph city/45 mph highway driving cycle. Fuel economy estimates are a significant cause of climate change and smog.

**SAFETY/SECURITY**

- ADVANCED TRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- FRONT HIGH MOUNT STOP LAMP
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

**WARRANTY**

- 3YR/50,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 8YR/100,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

**FUNCTIONAL**

- BLIS W/CROSS-TRAFFIC ALERT
- GLASS W/ TRAILER HITCH W/
- PORTABLE TOW CONNECTOR
- POWER WINDOWS
- HOT/POUR TELS/ACCESS MOEM
- INTELLIGENT ACCESS W/PUSH
- BUTTON START
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE BRAKE ASSIST
- REVERSE SENSING AND
- REAR VIEW CAMERA
- SIRIUSXM® W/360L-NA AK&HI
- SYNC®4 12" SCR N W/APPLINK®

**INTERIOR**

- 10-WAY PWR DRV & MULTI-ADJ
- PWR FRT PASS
- 12 PRODUCTIVITY SCREEN
- HEADLAMP AUTO HIGH BEAM
- HEADLAMPS - AUTO LAMP
- (ON/OFF)
- POWER MIRRORS
- POWER SLIDING REAR WINDOW
- W/DEFROST & PRIVACY TINT
- REMOTE TAILGATE RELEASE
- TAIL LAMPS - LED
- TRAILER SWAY CONTROL
- ZONE LIGHTING

**EXTERIOR**

- DAYTIME RUNNING LAMPS
- FOG LAMPS-LED
- HELD LOCKS - AUTO HIGH BEAM
- HEADLAMPS - AUTO LAMP
- (ON/OFF)
- POWER MIRRORS
- POWER SLIDING REAR WINDOW
- W/DEFROST & PRIVACY TINT
- REMOTE TAILGATE RELEASE
- TAIL LAMPS - LED
- TRAILER SWAY CONTROL
- ZONE LIGHTING

**PRICE INFORMATION**

BASE PRICE \$62,995.00  
 TOTAL OPTIONS/OTHER 17,295.00

765.00 TOTAL VEHICLE & OPTIONS/OTHER  
 465.00 DESTINATION & DELIVERY  
 140.00

**TOTAL BEFORE DISCOUNTS 82,185.00**

**LARIAT HIGH DISCOUNT - 1,500.00**

**POWERBOOST HYBRID DISC - 1,900.00**

**TOTAL SAVINGS - 3,400.00**

**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score ★ ★ ★ ★ ★**

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash ★ ★ ★ ★ ★**

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

**Side Crash ★ ★ ★ ★ ★**

Based on the risk of injury in a side impact.

**Rollover ★ ★ ★ ★ ★**

Based on the risk of rollover in a single-vehicle crash.

**Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.**

Source: National Highway Traffic Safety Administration (NHTSA).  
 www.safercar.gov or 1-888-327-4236

**46 BUILT Ford YEARS TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS.**

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford™. See in-vehicle actings for connectivity options.

\*Based on 1977-2022 CY total sales.

\*\*FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Services are available on select FordPass vehicles. See FordPass Terms for details. Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular network availability may vary. Connected services and features. Connected service excludes Wi-Fi hotspot.

**FORD PROTECT™**

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

SCAN OR TEXT 1FTFW1ED6PF62555 TO 48888

Msg & data rates may apply. Text help for help  
 www.ford.com/help/protect-stemmy

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

**F-150**

2023 F-150 4X4 SUPERCREW  
 3.5L POWERBOOST FULL HYBRID  
 HYBRID ELEC 10-SPD AUTO TRA

**EXTERIOR**  
 AVALANCHE  
**INTERIOR**  
 BLACK LTRH TRIM BUCKET SEAT

**STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**

INCLUDED ON THIS VEHICLE	(MSRP)	(MSRP)
<b>EQUIPMENT GROUP 502A</b>	4,805.00	
-LARIAT SERIES		
-WIRELESS CHARGING PAD		
<b>OPTIONAL EQUIPMENT/OTHER</b>		
3.5L POWERBOOST FULL HYBRID	2,500.00	765.00
HYBRID ELEC 10-SPD AUTO TRANS		
27.5/60R20 BSW ALL-TERRAIN		
3.73 ELECTRONIC LOCK RR AXLE		
7350F GWRV PACKAGE		
FRONT LICENSE PLATE BRACKET		
ADVANCED SECURITY PACK REMOVAL		
POWER-DEPLOYABLE RUNNING BDS		
50 STATE EMISSIONS		
FORD CO-PILOT 360 ASSIST 2.0		
CNC'D BLT-IN NAV (3-YR INC)		
LINER-TRAY STYLE-NO CARPET MAT		
INTERIOR POWER ONBOARD - 7.2KW		
POWER WINDOWS		
AUTO START STOP REMOVAL		
MAX TRAILER TOW PACKAGE		
INTEGRATED TRAILER BRAKE CONT		
MIRROR POWER TELE/GLASS/FOLD		
FX4 OFF-ROAD PACKAGE	1,095.00	
SKID PLATES		
B&O UNLEASHED SOUND SYS 18SPKR	695.00	
PARTITIONED LOCKABLE STORAGE	215.00	
CHMSL CAMERA REMOVAL	175.00	
20" SIX-SPOKE DARK ALLOY W/LS		
BED UTILITY PACKAGE	995.00	

**RAIL**

ITEM #: 74-B301 O/T 2

**TOTAL MSRP \$78,785.00**

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

1107 R 6B A6 350 004373 08 16 23

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.



# 2023 FORD F-150®

F-150 XLT SuperCrew 4x4 in Carbonized Gray Metallic

## TRAILER TOWING SELECTOR

### F-150 PICKUP – HYBRID AND LIGHTNING

#### CONVENTIONAL TOWING – MAXIMUM LOADED TRAILER WEIGHT (lbs.)

#### TRAILER TOWING SELECTOR

Automatic Transmission	Axle Ratio	GCWR (lbs.)	SUPERCREW®			
			4x2 145.4" WB	4x2 157.2" WB	4x4 145.4" WB	4x4 157.2" WB
3.5L Hybrid V6 <sup>1</sup>	3.55	16,800	11,000			
		16,900		11,100		
		18,500 <sup>2</sup>	12,700	12,700		
	3.73	17,100		11,000	11,000	
		18,400 <sup>2</sup>		12,300	12,300	
Electric (F-150 Lightning)	9.61	11,700 <sup>3</sup>			5,000	
		14,400 <sup>3,4</sup>			7,700	
		15,000 <sup>5</sup>			7,700	
		15,900 <sup>5,5,6</sup>			8,500	
		16,700 <sup>5,7</sup>			9,600	
		17,300 <sup>5,8</sup>			10,000	

#### 5TH-WHEEL/GOOSENECK TOWING – MAXIMUM LOADED TRAILER WEIGHT (lbs.)

Towing capability will be reduced based on trim series, option content and payload. Prior to making final vehicle selection, reference the Towing Basics information on the last page. See dealer and reference "eSourceBook" Job Aid "Spec'ing F-Series Trucks for Towing".

Automatic Transmission	Axle Ratio	GCWR (lbs.)	SUPERCREW			
			4x2 145.4" WB	4x2 157.2" WB	4x4 145.4" WB	4x4 157.2" WB
3.5L Hybrid V6 <sup>1</sup>	3.55	16,800	10,200			
		16,900		10,400		
		18,500 <sup>2</sup>	10,200	10,400		
	3.73	17,100			8,500	8,300
18,400 <sup>2</sup>				8,500	8,300	

1. Do not exceed a trailer weight of 7,000 lbs. with only the Class IV hitch (53B), without the Trailer Tow Package (53A). 2. Requires Max Trailer Tow Package (53C). 3. Standard range battery. 4. Available Trailer Tow Package (53D). 5. Extended range battery. 6. Platinum model. 7. Requires 20" All-Terrain tires. 8. Requires 18" All-Terrain tires or 20" All-Season tires.

- Notes:**
- Do not exceed trailer weight of 5,000 lbs. when towing with bumper only.
  - Combined weight of vehicle and trailer cannot exceed listed GCWR.
  - Do not exceed the Maximum Loaded Trailer Weight listed.
  - Trailer tongue load weight should be 10% of total loaded trailer weight. **Make sure vehicle payload (reduce by option weight) will accommodate trailer tongue load weight and weight of passengers and cargo added to towing vehicle.** Addition of trailer tongue load weight and weight of passengers and cargo cannot cause vehicle weights to exceed rear GAWR or GVWR. These ratings can be found on the vehicle Safety Compliance Certification Label.
  - Calculated with SAE J2807<sup>6</sup> method.

## TAILGATE CLEARANCE

### Considerations When Towing a 5th-Wheel or Gooseneck Trailer†

Model	F-150
Max. Tailgate Height 4x4*	58.3 inches

<sup>†</sup>5th-wheel towing is not recommended for Raptor or Lightning models.  
\*Distance from ground to top of closed tailgate lip at base curb weight.

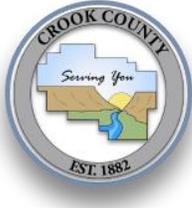
**Note:** Maximum tailgate height will vary based upon vehicle configuration, option content and tire size.



F-150 Lightning SuperCrew XL 4x4 in Rapid Red

Maximum towing capabilities are for properly equipped vehicles with required equipment and a 150-lb. driver and passenger and vary based on cargo, vehicle configuration, accessories, option content and number of passengers. For additional information, see your Ford Dealer.

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/



## Agenda Item Request

**Date:**

*October 11, 2023*

**Meeting date desired:**

*October 18, 2023*

**Subject:**

Update on process to fill vacant Commissioner position.

**Background and policy implications:**

Commissioner Brummer resigned effective October 5, 2023. Public notice was published October 10, 2023 to fill the position. Per discussion at the October 4, 2023 meeting, an application, including a resume and statement of intent is due November 9, 2023 (30 days). The application is available on the County's website, with documents that explain the qualifications, process and deadlines, and draft roles and responsibilities for the commissioner position. <https://co.crook.or.us/county-admin>

**Next steps:**

- Complete schedule
  - Interview date(s)                      week of November 27
  - Interview length
  - Appointment date                      Dec 6 or 20 (by code, within 90 days, Jan 2, 2024)
- Develop interview questions
- Other?

**Budget/fiscal impacts:**

None

**Requested by:**

*Andy Parks, Contract County Administrator*

**Presenters:**

*Andy Parks, Contract County Administrator*

*Sarah Puerner, Executive Assistant/Communications Officer*

## AGENDA ITEM REQUEST



**Date:**

*October 10, 2023*

**Meeting date desired:**

*October 18, 2023*

**Subject:**

*Ordinance 337 - Destination Resort Overlay Map Amendment*

**Background and policy implications:**

*Crook County last amended its Destination Resort Overlay Map (the "Map") in 2008. As has been discussed previously, that last amendment said that the land underlying what is known as Crossing Trails Destination Resort was to be removed from the Map once it lost approval, which was last year. Earlier this year the Court issued Order 2023-12 to the Planning Commission to make a recommendation, which it did in May. Now it's time for the County Court to consider whether to remove that portion of the Map. As this is an ordinance, this is the first of two readings with a public hearing at each reading.*

**Budget/fiscal impacts:**

*N/A*

**Requested by:**

*John Eisler, Asst. County Counsel  
John.eisler@crookcountyor.gov  
541-416-3919*

**Presenters:**

*John Eisler and Will VanVactor*

**Legal review (only if requested):**

*Legal drafted*

**Elected official sponsor (if applicable):**

*N/A*

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

AN ORDINANCE AMENDING THE  
CROOK COUNTY ZONING MAP AND  
COMPREHENSIVE PLAN TO AMEND  
THE DESTINATION RESORT  
OVERLAY ZONE MAP AND  
DECLARING AN EMERGENCY

**Ordinance No. 337**

WHEREAS, the Crook County Court directed on March 1, 2023, through Order 2023-12, attached herein as Attachment A, to amend the Destination Resort Overlay Map (Eligibility Map) to remove the property described within Exhibit E of Ordinance 210, due to Application DR-08-0092 having exhausted all appellate remedies and the approval having expired in November of 2022; and

WHEREAS, the Crook County provided a 45-day notice and opportunity to comment to the State Department of Land Conservation and Development related to the County's intent to adopt this ordinance; provided a notice to affected property owners pursuant to that amendment to the Oregon Constitution commonly referred to as Measure 56 and provided a 10-day advance notice and opportunity to comment upon this ordinance to the general public as required by the Crook County Code; and

WHEREAS, the Crook County Planning Commission provided the County Court its Report and Recommendation on May 9, 2023, attached herein as Attachment B, to proceed with the adoption of this Ordinance; and

WHEREAS; the legislative amendments are authorized by title 18 Chapter 18.168 of the Crook County Code and the Comprehensive Plan of Crook County;

NOW, THEREFORE, this 1st day of November, 2023, the Crook County Court ordains as follows:

SECTION ONE. *Amendment.* Ordinance 210, as readopted by Crook County on October 7, 2009, and recorded in the Crook County Commissioner's Journal as MF No. 2009-084, is hereby amended remove Section One, line D, the final paragraph of Section One, and Exhibit E, such that Crook County's Destination Resort Overlay Map shall be as depicted

on Attachment C and comprise of only the following remaining properties, as more specifically described and depicted on Attachment C, incorporated herein:

- A. That property known as Brasada Ranch and defined as described in Attachment C; Exhibit B.
- B. That property known as Remington Ranch and defined as described in Attachment C; Exhibits C and C-2.
- C. That property known as Hidden Canyon and defined as described in Attachment C; Exhibit D.

SECTION TWO. Effect upon future amendments. This amendment of the Destination Resort Overlay Map does not prohibit future amendments to the Destination Resort Overlay in accordance with the Crook County Comprehensive Plan, Crook County Code and State Law. This amendment is not intended to affect any potential claims pursued under what is commonly referred to as Ballot Measure 49, codified at ORS 195.300 to 195.336.

SECTION THREE. *Emergency.* This Ordinance being necessary for the health, welfare, and safety of the people of Crook County, an emergency is hereby declared to exist and this Ordinance shall become effective upon signing.

DATED this 1<sup>st</sup> day of November, 2023.

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	_____	_____	_____	_____

# Attachment A



2023-019

I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



## IN THE COUNTY COURT OF THE STATE OF OREGON

### FOR THE COUNTY OF CROOK

**IN THE MATTER OF** )  
**INITIATING A POTENTIAL** )  
**AMENDMENT TO CROOK** )  
**COUNTY'S DESTINATION** )  
**RESORT OVERLAY MAP** )

**ORDER 2023-12**

**WHEREAS**, Crook County is tasked with adopting and maintaining a comprehensive plan for land use pursuant to, among others, ORS 215.050; and

**WHEREAS**, under ORS 197.455(2) counties shall adopt a map consisting of lands eligible for a destination resort within its county as part of its comprehensive plan; and

**WHEREAS**, Crook County adopted its Destination Resort Overlay Map on May 22, 2002 via Ordinance No. 18, Amendment 60 and Ordinance No. 17, Amendment 52; and

**WHEREAS**, Crook County's Destination Resort Overlay was amended two additional times, via Ordinances 187 and 210, the latter occurring on October 7, 2009; and

**WHEREAS**, Ordinance 210 was initiated in response to the 2008 Ballot Measure 7-47, in which the electors of Crook County voted to prevent the approval of any new destination resorts; and

**WHEREAS**, at the time of Ordinance 210, Crook County Planning Department Application DR-08-0092, known as Crossing Trails and defined on Exhibit E of Ordinance 210, was in pending litigation; and

**WHEREAS**, Ordinance 210 stated that the property underlying DR-08-0092 shall be removed from the Destination Resort Overlay Map effective upon the exhaustion of all appellate remedies; and

**WHEREAS**, DR-08-0092 is now void, following the expiration of its final extension in November of 2022; and

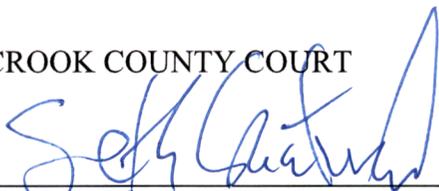
**WHEREAS**, Pursuant to ORS 215.110(2) and Crook County Code 18.168.020(3), an amendment to a comprehensive plan may be initiated by the governing body of the County; and

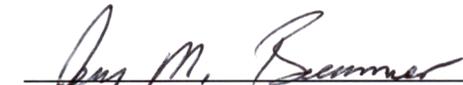
**WHEREAS**, Pursuant to ORS 215.110(2) and Crook County Code 18.169.050(4), amendments to the County's comprehensive plan map initiated by the County's governing body shall request a report and recommendation regarding the potential ordinance from the Crook County Planning Commission prior to enactment.

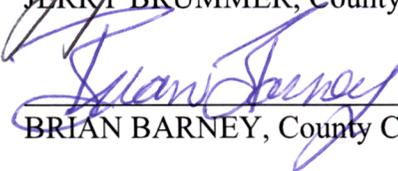
**NOW, THEREFORE**, the Crook County Court hereby **ORDERS** that the **Crook County Planning Commission** prepare a Report and Recommendation to the Crook County Court, within 60 days from the date of this Order, regarding an ordinance to remove the land identified as Exhibit E of Ordinance 210, attached herein, from the Crook County Destination Resort Overlay map.

DATED this 1st day of March 2023.

CROOK COUNTY COURT

  
\_\_\_\_\_  
SETH CRAWFORD, County Judge

  
\_\_\_\_\_  
JERRY BRUMMER, County Commissioner

  
\_\_\_\_\_  
BRIAN BARNEY, County Commissioner

STATE OF OREGON } ss 2009084  
COUNTY OF CROOK }  
I CERTIFY THAT THE WITHIN INSTRUMENT WAS  
RECEIVED FOR RECORD ON THE 07<sup>th</sup> DAY OF  
October, 20 09, AT 2:45 P. M.  
AND RECORDED IN CJRNL  
RECORDS OF SAID COUNTY MF NO. 2009-084  
DEANNA E. BERMAN, CROOK COUNTY CLERK  
BY Deanna E. Berma DEPUTY

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

**AN ORDINANCE AMENDING THE  
CROOK COUNTY ZONING MAP AND  
COMPREHENSIVE PLAN TO AMEND  
THE DESTINATION RESORT  
OVERLAY ZONE MAP AND  
DECLARING AN EMERGENCY**

**Ordinance No. 210  
(Re-Adopted Pursuant to State of Oregon  
Land Use Board of Appeals Remanded and  
Amended)**

WHEREAS, the voters of Crook County on May 20, 2008 voted 4,409 to 2,233 in favor of advisory Ballot Measure 7-47 to remove the Destination Resort Overlay Zone Map (Eligibility Map) to prevent approval of more destination resorts in a manner that would not affect existing resorts; and

WHEREAS, the Crook County Court provided a 45-day notice and opportunity to comment to the State Department of Land Conservation and Development related to the County's intent to adopt this ordinance; provided the Crook County Planning Commission an opportunity to comment; provided a notice to affected property owners pursuant to that amendment to the Oregon Constitution commonly referred to as Measure 56 and provided a 10-day advance notice and opportunity to comment upon this ordinance to the general public as required by the Crook County Code; and

WHEREAS, the legislative amendments are authorized by title 18 Chapter 18.168 of the Crook County Code and the Comprehensive Plan of Crook County;

NOW, THEREFORE, this 7<sup>th</sup> day of October, 2009, the Crook County Court ordains as follows:

**SECTION ONE. *Amendment.*** Ordinance 18, Amendment 60, Section 1, and Ordinance 17, Amendment 53, Section 1, Exhibit A are amended by repealing the existing Destination Resort Overlay Zone Map adopted May 22, 2002 as amended by Ordinance 187 and substituting the following described properties to be mapped as designated for destination resorts. The properties comprise the area within the boundaries of existing approved and currently applied for destination resorts in Crook County (as shown on the map attached hereto as Exhibit A):

- A. That property known as Brasada Ranch and defined as described in Exhibit B.
- B. That property known as Remington Ranch and defined as described in Exhibit C.

C. That property known as Hidden Canyon and defined as described in Exhibit D.

D. That property known as Crossing Trails and defined as described in Exhibit E.

If the County or another appellate body ultimately approves Crook County Planning Department Application DR-08-0092 (titled at the time of adoption of this ordinance as "Crossing Trails") that property shall maintain its Destination Resort Overlay effective upon the exhaustion of all appellate remedies. If the County or another appellate body denies the application, the Destination Resort Overlay shall be removed effective upon the exhaustion of all appellate remedies.

SECTION TWO. *Effect upon future amendments/Measure 49 claims.* This amendment of the Destination Resort Overlay does not prohibit future amendments to the Destination Resort Overlay in accordance with the Crook County Comprehensive Plan, Crook County Code and State Law. This amendment is not intended to affect any potential claims pursued under what is commonly referred to as Ballot Measure 49 passed by the voters of the State of Oregon in the November 2007 Election.

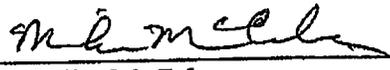
SECTION THREE. *Emergency.* This Ordinance being necessary for the health, welfare and safety of the people of Crook County, an emergency is hereby declared to exist and this Ordinance shall become effective upon signing.

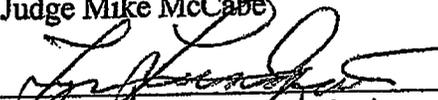
First Reading: October 7, 2009.

Second Reading: October 7, 2009.

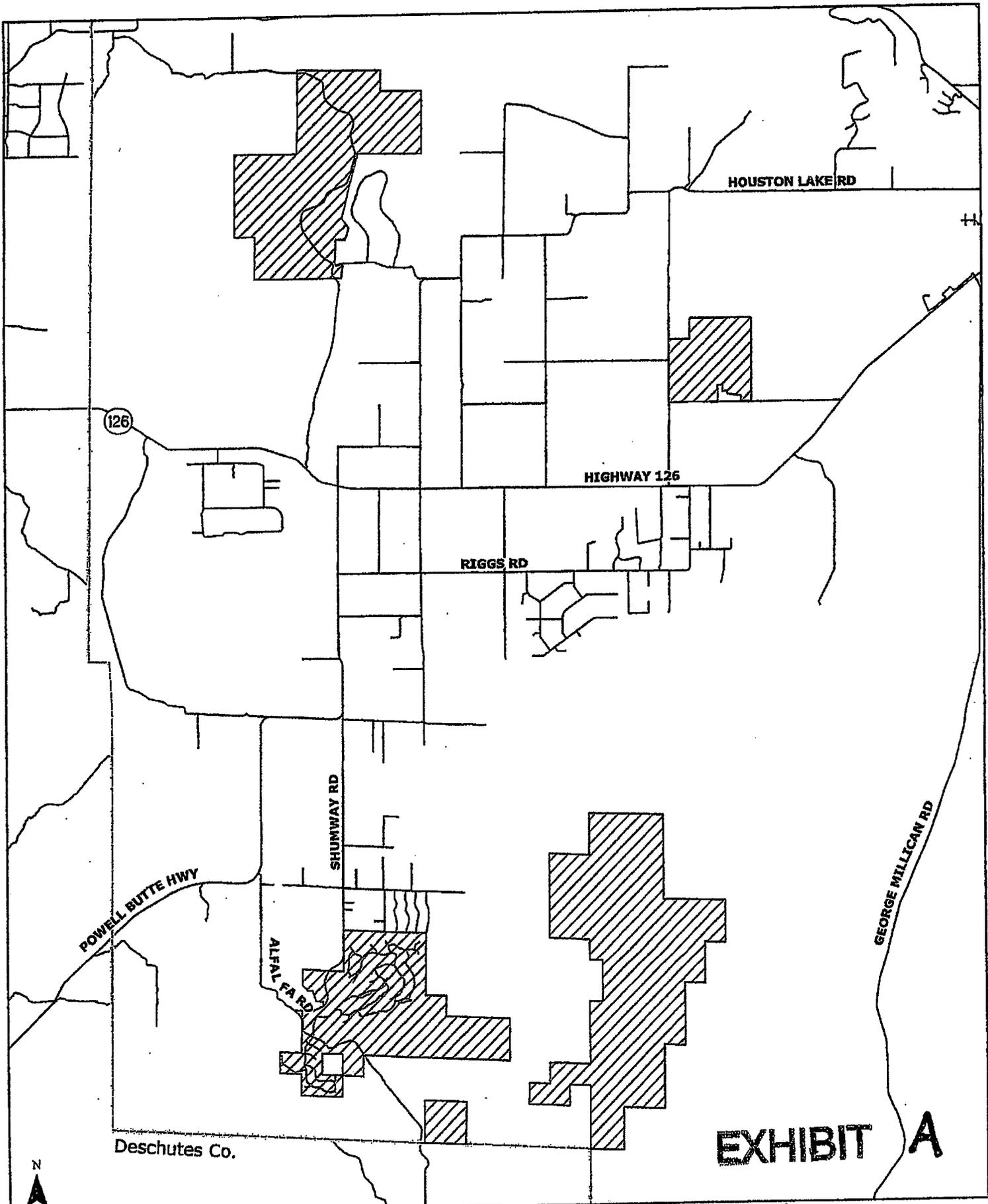
Dated this 7<sup>th</sup> day of October 2009.

CROOK COUNTY COURT

  
\_\_\_\_\_  
Judge Mike McCabe

  
\_\_\_\_\_  
Commissioner Lynn Lundquist

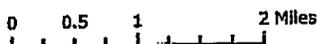
  
\_\_\_\_\_  
Commissioner Ken Fahlgren



Disclaimer: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES, OR THE AUTHORITY AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-9930.

### Destination Resort Overlay Crook Co.

 **Crook County GIS**  
GEOGRAPHIC INFORMATION SYSTEMS



#### Legend

 Destination Resort Overlay

The premises are in Crook County, and are described as follows:

TRACT I:

That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northwest one-quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 34, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northeast one-quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) and the South one-half Northeast one-quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the Northeast one-quarter Northwest one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 33, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TRACT II:

That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon which lies in the east one-half (E $\frac{1}{2}$ ) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT III:

Parcel Two (2) of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon, which lies in the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

Located in CROOK COUNTY, OREGON:

**TRACT I:**

Parcels One (1) and Three (3) of Partition Plat No. 1999-31 Recorded December 17, 1999, in Partitions MF No. 152743, Records of Crook County, Oregon, located in a portion of the NW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of Section 4, Government Lot 1, the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and the E  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 5 and the NW  $\frac{1}{4}$  of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT II:**

Parcel One (1) and Two (2) of Partition Plat No. 2000-22, Recorded June 30, 2000 in Partitions MF No. 156385, Records of Crook County, Oregon, located in the W  $\frac{1}{2}$  W  $\frac{1}{2}$  of Section 3, in Section 4, and in the NE  $\frac{1}{4}$  of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT III:**

Parcel One (1) and Two (2) of Partition Plat No. 2001-21, Recorded June 29, 2001 in Partitions MF No. 163559, Records of Crook County, Oregon, located in the SW  $\frac{1}{4}$  of Section 4 and in the E  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 5, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT IV:**

Parcels One (1) and Two (2) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in Section 4, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT V:**

Parcel Three (3) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in the W  $\frac{1}{2}$  W  $\frac{1}{2}$  of Section 3, in Section 4, in the NE  $\frac{1}{4}$  of Section 9 and in the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT VI:**

Parcel Three (3) of Partition Plat No. 2001-39, Recorded December 11, 2001 in Partitions MF No. 167111, Records of Crook County, Oregon, located in Section 33 and a portion of Section 34, Township 14 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT VII:**

In Township 14 South, Range 14 East of the Willamette Meridian:  
Section 34: The SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$

Located in Crook County, Oregon;

A portion of Section 3, 4, 9, and 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, being described as follows: Beginning at the Northwest corner of said Section 4, begin a 2 1/2" brass cap mounted on a 2 1/2" x 30" galvanized iron pipe; thence North 89°59'39" East along the North line of said Section 4, a distance of 2652.66 feet to the North one-quarter corner of said section, being a 2 1/2" brass cap on a 2 1/2" iron pipe; thence South 89°38'49" East along said section line a distance of 2645.22 feet to the Northeast corner of said Section 4, being a 2 1/2" brass cap on a 2 1/2" iron pipe, thence North 89°59'08" East along the North line of said Section 3, a distance of 1251.42 feet to a 5/8" iron rod on the westerly boundary of the plat of Twin Lakes Ranch according to the official plat thereof on file and of record in the office of the County Clerk for Crook County, Oregon thence leaving said section line along said westerly plat boundary along the following courses, South 14°14'16" West 4216 feet to a 5/8" iron rod, thence South 37°46'17" East 784.06 feet to a 5/8" iron rod, thence South 17°33'10" West 156.97 feet to the true point of beginning, as marked by a 1/2" iron rod, thence continue South 17°33'10" West 629.68 feet to a 5/8" iron rod, thence North 89°57'54" West 600.18 feet to a 5/8" iron rod, thence North 600.00 feet to a 1/2" iron rod, thence Easterly 790.08 feet to the true point of beginning.

EXHIBIT C-2

The premises are in Crook County, and are described as follows:

**TRACT I**

Parcel Three (3) of Partition Plat No. 2004-18, Recorded July 8, 2005 in Partitions MF No. 191841, Records of Crook County, Oregon, a Partition of Parcel 2 of Partition Plat 2001-22, located in Section 17, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon.

**TRACT II**

Parcel One (1), Two (2) and Three (3) of Partition Plat No. 2004-40, Recorded December 27, 2004 in Partitions MF No. 196480, Records of Crook County, Oregon, located in Section 17, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon.



**Crook County Community Development  
Planning Division**

300 NE 3<sup>rd</sup> Street, Room 12, Prineville Oregon 97754  
541-447-3211  
[plan@crookcountyor.gov](mailto:plan@crookcountyor.gov)  
[www.co.crook.or.us](http://www.co.crook.or.us)

**CROOK COUNTY PLANNING COMMISSION RECOMMENDATION  
PROPOSED COMPREHENSIVE MAP AMENDMENT 217-23-000252-PLNG**

**May 9, 2023**

**APPLICANT:** Crook County Community Development Department

**REQUEST:** The Crook County Planning Commission was directed by the Crook County Court through Order 2023-12 voted on March 1, 2023, to prepare a Report and Recommendation to the Crook County Court regarding an ordinance to remove the land identified as Exhibit E of Ordinance 210 (attached within Attachment A) from the Crook County Destination Resort Overlay Map.

Specifically, the amendments consist of the following:

- Amending the Destination Resort Overlay Map, approved and amended by the following ordinances:
  - Ordinance No. 18, Amendment 60
  - Ordinance No. 17, Amendment 52
  - Ordinance 187
  - Ordinance 210

The Planning Department provided a 45-day notice and opportunity to comment to the State Department of Land Conservation and Development related to the County's intent to adopt Ordinance 337; provided a notice to affected property owners pursuant to that amendment to the Oregon Constitution commonly referred to as Measure 56 and provided a 10-day advance notice and opportunity to comment upon this amendment to the general public as required by the Crook County Code.

**I. APPLICABLE CRITERIA**

**Crook County Code**

**Title 18 Zoning**

**Chapter 18.168 Legislative Amendments**

**Oregon Revised Statutes**

**Chapter 197 Comprehensive Land Use Planning**

**197.610 - Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development.**

**ORS 215 County Planning; Zoning; Housing Codes**

**215.503 – Legislative act by ordinance; mailed notice to individual property owners required by county for land use actions.**

**II. FINDINGS OF FACT**

**Crook County Code**

**Title 18 Zoning**

**Chapter 18.168 Legislative Amendments**

**18.168.010 Legislative hearings.**

*(1) When the court or an agency of the court is required by state statute or this title to conduct a hearing on legislative matters, it shall hold the hearing in accordance with the applicable procedures of this chapter.*

*(2) "Legislative matters" generally involve a broad public policy decision that applies to other than an individual property owner. These include, without limitation, amendments to the text of the comprehensive plan, zoning ordinance, or the subdivision ordinance and changes to the comprehensive plan map and/or zoning maps not directly affecting individual property owners.*

**FINDING:** The request involves amending the comprehensive plan map, which falls under a "Legislative matter." Hearing are being held in accordance with CCC 18.168. The request complies.

**18.168.020 Authorization to initiate amendments.**

*The application for a hearing on any legislative matter may be initiated by any of the following:*

*(\*\*\*)*

*(3) County court on its own motion and order.*

**FINDING:** On March 1, 2023, The Crook County Court voted on and approved Order 2023-12, which initiated the amendment process. The request complies.

**18.168.030 Notice.**

*(1) Notice of the hearing to enact any legislative matter shall be published in a local newspaper of general circulation at least 10 days in advance of each hearing in accordance with the requirements of ORS [215.223](#). During a hearing properly advertised, the matter may be continued to another date certain without additional public notice. Notice may be given by other means such as mail, radio and television.*

*(2) The notice shall contain at least the following information:*

*(a) A statement of the proposed public action;*

*(b) The department of the county from which additional information can be obtained; and*

*(c) The time, place, date and methods for presentation of views by interested persons.*

*(3) When applicable notice to DLCDD shall be provided as required by ORS [197.610](#) and [197.615](#).*

*(4) When applicable notice to affected property owners shall be provided as required by ORS [215.503\(2\)](#).*

**FINDING:** Notice of the hearing was posted in the Central Oregonian on April 11, 2023, 15 days before the April 26, 2023, hearing. As evidenced by the notice, the requirements of subsections (2)(a)-(c), were included in the notice. Notice was provided to DLCD in accordance with ORS 197.610 on March 22, 2023. Notice was also provided in accordance with ORS 215.203. The request complies.

***18.168.040 Submission of written testimony.***

*Any person may submit written recommendations and comments, copies of which shall be kept on file and made available for public inspection. Time limitations on the acceptance of written testimony shall be determined by the hearing authority.*

**FINDING:** To date, written testimony has not been received for the amendment, but if any is received it shall be kept in accordance with the above criteria. Testimony may be received up until the close of either hearings before the Planning Commission and County Court.

***18.168.050 Number and manner of hearings.***

*(1) Subject to subsection (4) of this section, the planning commission shall conduct no less than one public hearing on the proposed legislative matter.*

*(2) The planning commission shall, within 20 working days after the last hearing, issue a written recommendation to the court for approval, approval as modified, or disapproval. The written recommendation shall also contain a statement of findings of fact and conclusion, which supports the recommendation.*

*(3) The county court, after receiving the written recommendation from the planning commission, shall schedule and conduct a public hearing on the proposed legislative matter. The public hearing may be conducted as described in CCC [18.172.081](#).*

*(4) If an ordinance is initiated by the governing body, it shall, unless waived by a majority vote of the county court, prior to enactment, request a report and recommendation regarding the ordinance from the planning commission. The planning commission shall submit the report and recommendation by the date and time stated in the request. Such date and time shall be reasonable. (Ord. 236 § 4 (Exh. D), 2010; Ord. 18 § 8.050, 2003)*

**FINDING:** A hearing is scheduled with the Planning Commission for April 26, 2023. Subsequent hearings will be held by the Crook County Court on dates to be determined. The request shall follow the remaining procedures of subsections (3) and (4). The request complies.

***Oregon Revised Statutes***

***Chapter 197 Comprehensive Land Use Planning***

***197.610 Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development; rules.***

*(1) Before a local government adopts a change, including additions and deletions, to an acknowledged comprehensive plan or a land use regulation, the local government shall submit the proposed change to the Director of the Department of Land Conservation and Development. The Land Conservation and Development Commission shall specify, by rule, the deadline for submitting proposed changes, but in all cases the proposed change must be submitted at least 20 days before the local government holds the first evidentiary hearing on adoption of the proposed change. The commission may not require a local government to submit the proposed change more than 35 days before the first evidentiary hearing.*

**FINDING:** The County submitted notice to the Department of Land Conservation and Development (DLCD) on March 22, 2023. Public notice was published in the Central Oregonian on April 11, 2023.

*(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review, the local government shall submit the proposed changes as soon as practicable, but may submit the proposed changes after the applicable deadline.*

**FINDING:** The county has not determined that emergency circumstances require an expedited review, and the applicable deadlines will be met. The criterion does not apply.

*(3) Submission of the proposed change must include all of the following materials:*

*(a) The text of the proposed change to the comprehensive plan or land use regulation implementing the plan;*

*(b) If a comprehensive plan map or zoning map is created or altered by the proposed change, a copy of the map that is created or altered;*

*(c) A brief narrative summary of the proposed change and any supplemental information that the local government believes may be useful to inform the director or members of the public of the effect of the proposed change;*

*(d) The date set for the first evidentiary hearing;*

*(e) The form of notice or a draft of the notice to be provided under ORS 197.763, if applicable; and*

*(f) Any staff report on the proposed change or information describing when the staff report will be available, and how a copy of the staff report can be obtained.*

**FINDING:** The March 22, 2023, submission to DLCD summarized the proposed changes, application, County Court Order 2023-12, the date for the first evidentiary hearing, and a draft public notice including information regarding the availability of a final staff report.

*(4) The director shall cause notice of the proposed change to the acknowledged comprehensive plan or the land use regulation to be provided to:*

*(a) Persons that have requested notice of changes to the acknowledged comprehensive plan of the particular local government, using electronic mail, electronic bulletin board, electronic mailing list server or similar electronic method; and*

*(b) Persons that are generally interested in changes to acknowledged comprehensive plans, by posting notices periodically on a public website using the Internet or a similar electronic method.*

**FINDING:** Public notice of the proposed hearing was provided in the Central Oregonian, made available to interested parties, and posted on the Crook County Community Development website. A Measure 56 Notice was also provided in accordance with ORS 215.503. The proposal complies.

*(5) When a local government determines that the land use statutes, statewide land use planning goals and administrative rules of the commission that implement either the statutes or the goals do not apply to a proposed change to the acknowledged comprehensive plan and the land use regulations, submission of the proposed change under this section is not required.*

**FINDING:** The local government finds that the proposed change is an amendment to an already approved Destination Resort Overlay Map, in accordance with Goal 8 (Recreational Needs). Removing a property from the approved overlay only requires additional review through ORS 215.503, which dictates when Measure 56 Notice must be sent to affected property owners. The applicable criteria are addressed later in this report. No other goals or statutes apply.

### **ORS 215 County Planning; Zoning; Housing Codes**

#### **215.503 Legislative act by ordinance; mailed notice to individual property owners required by county for land use actions.**

*(1) As used in this section, "owner" means the owner of the title to real property or the contract purchaser of real property, of record as shown on the last available complete tax assessment roll.*

*(2) All legislative acts relating to comprehensive plans, land use planning or zoning adopted by the governing body of a county shall be by ordinance.*

**FINDING:** The required mailing was sent to all owners of title to real property or the contract purchasers of real property, of record as shown on the last available complete tax assessment roll. Once reviewed by the Planning Commission, the request shall be drafted into an ordinance and reviewed by the Crook County Court for final approval.

*(3) Except as provided in subsection (6) of this section and in addition to the notice required by ORS 215.060, at least 20 days but not more than 40 days before the date of the first hearing on an ordinance that proposes to amend an existing comprehensive plan or any element thereof or to adopt a new comprehensive plan, the governing body of a county shall cause a written individual notice of land use change to be mailed to each owner whose property would have to be rezoned in order to comply with the amended or new comprehensive plan if the ordinance becomes effective.*

**FINDING:** Subsection (6) does not apply. Notice was provided in accordance with ORS 215.060 on April 11, 2023, in the Central Oregonian. The initial hearing date was scheduled for April 26, 2023. Staff mailed the individual notice of land use change to the owner whose properties are affected by the amendment on March 23, 2023. With the notice having been sent 34 days prior to the hearing, this meets the 20-40 day notice requirement. The request complies.

*(4) In addition to the notice required by ORS 215.223 (1), at least 20 days but not more than 40 days before the date of the first hearing on an ordinance that proposes to rezone property, the governing body of a county shall cause a written individual notice of land use change to be mailed to the owner of each lot or parcel of property that the ordinance proposes to rezone.*

**FINDING:** The proposal does not involve a zone change, only the amendment of the Destination Resort Overlay. The criteria does not apply.

*(5) An additional individual notice of land use change required by subsection (3) or (4) of this section shall be approved by the governing body of the county and shall describe in detail how the proposed ordinance would affect the use of the property. The notice shall:*

(\*\*\*)

**FINDING:** Subsection (5) outlines the specific language that must be included within the required mailing. As found within the notice sent on March 23, 2023, the notice included the required language, and the request complies.

**III. RECOMMENDATION:** The Planning Commission recommends the Crook County Court review the proposed amendment, and recommend adoption of the proposed amendment.

Respectfully,

DocuSigned by:  
*Michael Warren II*  
4EDCCC4061D5441...  
Michael Warren II, Planning Commission Chair

  
Brent Bybee, Planning Manager  
Crook County Community Development

Attachment A: Order 2023-12

Attachment B: Amended Destination Resort Map & Amended Property Descriptions



I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



# Attachment A

## IN THE COUNTY COURT OF THE STATE OF OREGON

### FOR THE COUNTY OF CROOK

<b>IN THE MATTER OF</b>	)	<b>ORDER 2023-12</b>
<b>INITIATING A POTENTIAL</b>	)	
<b>AMENDMENT TO CROOK</b>	)	
<b>COUNTY'S DESTINATION</b>	)	
<b>RESORT OVERLAY MAP</b>	)	

**WHEREAS**, Crook County is tasked with adopting and maintaining a comprehensive plan for land use pursuant to, among others, ORS 215.050; and

**WHEREAS**, under ORS 197.455(2) counties shall adopt a map consisting of lands eligible for a destination resort within its county as part of its comprehensive plan; and

**WHEREAS**, Crook County adopted its Destination Resort Overlay Map on May 22, 2002 via Ordinance No. 18, Amendment 60 and Ordinance No. 17, Amendment 52; and

**WHEREAS**, Crook County's Destination Resort Overlay was amended two additional times, via Ordinances 187 and 210, the latter occurring on October 7, 2009; and

**WHEREAS**, Ordinance 210 was initiated in response to the 2008 Ballot Measure 7-47, in which the electors of Crook County voted to prevent the approval of any new destination resorts; and

**WHEREAS**, at the time of Ordinance 210, Crook County Planning Department Application DR-08-0092, known as Crossing Trails and defined on Exhibit E of Ordinance 210, was in pending litigation; and

**WHEREAS**, Ordinance 210 stated that the property underlying DR-08-0092 shall be removed from the Destination Resort Overlay Map effective upon the exhaustion of all appellate remedies; and

**WHEREAS**, DR-08-0092 is now void, following the expiration of its final extension in November of 2022; and

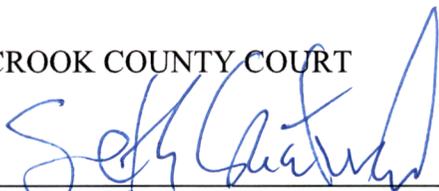
**WHEREAS**, Pursuant to ORS 215.110(2) and Crook County Code 18.168.020(3), an amendment to a comprehensive plan may be initiated by the governing body of the County; and

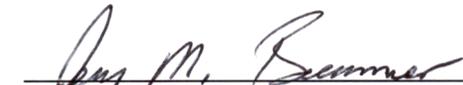
**WHEREAS**, Pursuant to ORS 215.110(2) and Crook County Code 18.169.050(4), amendments to the County's comprehensive plan map initiated by the County's governing body shall request a report and recommendation regarding the potential ordinance from the Crook County Planning Commission prior to enactment.

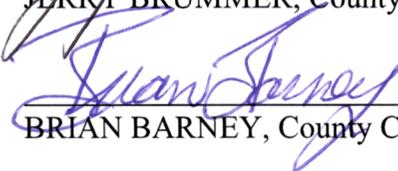
**NOW, THEREFORE**, the Crook County Court hereby **ORDERS** that the **Crook County Planning Commission** prepare a Report and Recommendation to the Crook County Court, within 60 days from the date of this Order, regarding an ordinance to remove the land identified as Exhibit E of Ordinance 210, attached herein, from the Crook County Destination Resort Overlay map.

DATED this 1st day of March 2023.

CROOK COUNTY COURT

  
\_\_\_\_\_  
SETH CRAWFORD, County Judge

  
\_\_\_\_\_  
JERRY BRUMMER, County Commissioner

  
\_\_\_\_\_  
BRIAN BARNEY, County Commissioner

STATE OF OREGON } ss 2009084  
COUNTY OF CROOK }  
I CERTIFY THAT THE WITHIN INSTRUMENT WAS  
RECEIVED FOR RECORD ON THE 07th DAY OF  
October, 20 09, AT 2:45 P. M.  
AND RECORDED IN CJRNL  
RECORDS OF SAID COUNTY MF NO. 2009-084  
DEANNA E. BERMAN, CROOK COUNTY CLERK  
BY Deanna E. Berma DEPUTY

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

**AN ORDINANCE AMENDING THE  
CROOK COUNTY ZONING MAP AND  
COMPREHENSIVE PLAN TO AMEND  
THE DESTINATION RESORT  
OVERLAY ZONE MAP AND  
DECLARING AN EMERGENCY**

**Ordinance No. 210  
(Re-Adopted Pursuant to State of Oregon  
Land Use Board of Appeals Remanded and  
Amended)**

WHEREAS, the voters of Crook County on May 20, 2008 voted 4,409 to 2,233 in favor of advisory Ballot Measure 7-47 to remove the Destination Resort Overlay Zone Map (Eligibility Map) to prevent approval of more destination resorts in a manner that would not affect existing resorts; and

WHEREAS, the Crook County Court provided a 45-day notice and opportunity to comment to the State Department of Land Conservation and Development related to the County's intent to adopt this ordinance; provided the Crook County Planning Commission an opportunity to comment; provided a notice to affected property owners pursuant to that amendment to the Oregon Constitution commonly referred to as Measure 56 and provided a 10-day advance notice and opportunity to comment upon this ordinance to the general public as required by the Crook County Code; and

WHEREAS, the legislative amendments are authorized by title 18 Chapter 18.168 of the Crook County Code and the Comprehensive Plan of Crook County;

NOW, THEREFORE, this 7<sup>th</sup> day of October, 2009, the Crook County Court ordains as follows:

**SECTION ONE. *Amendment.*** Ordinance 18, Amendment 60, Section 1, and Ordinance 17, Amendment 53, Section 1, Exhibit A are amended by repealing the existing Destination Resort Overlay Zone Map adopted May 22, 2002 as amended by Ordinance 187 and substituting the following described properties to be mapped as designated for destination resorts. The properties comprise the area within the boundaries of existing approved and currently applied for destination resorts in Crook County (as shown on the map attached hereto as Exhibit A):

- A. That property known as Brasada Ranch and defined as described in Exhibit B.
- B. That property known as Remington Ranch and defined as described in Exhibit C.

C. That property known as Hidden Canyon and defined as described in Exhibit D.

D. That property known as Crossing Trails and defined as described in Exhibit E.

If the County or another appellate body ultimately approves Crook County Planning Department Application DR-08-0092 (titled at the time of adoption of this ordinance as "Crossing Trails") that property shall maintain its Destination Resort Overlay effective upon the exhaustion of all appellate remedies. If the County or another appellate body denies the application, the Destination Resort Overlay shall be removed effective upon the exhaustion of all appellate remedies.

SECTION TWO. *Effect upon future amendments/Measure 49 claims.* This amendment of the Destination Resort Overlay does not prohibit future amendments to the Destination Resort Overlay in accordance with the Crook County Comprehensive Plan, Crook County Code and State Law. This amendment is not intended to affect any potential claims pursued under what is commonly referred to as Ballot Measure 49 passed by the voters of the State of Oregon in the November 2007 Election.

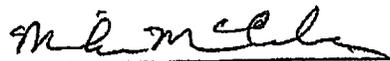
SECTION THREE. *Emergency.* This Ordinance being necessary for the health, welfare and safety of the people of Crook County, an emergency is hereby declared to exist and this Ordinance shall become effective upon signing.

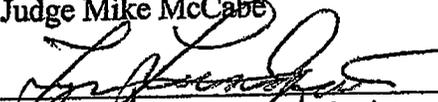
First Reading: October 7, 2009.

Second Reading: October 7, 2009.

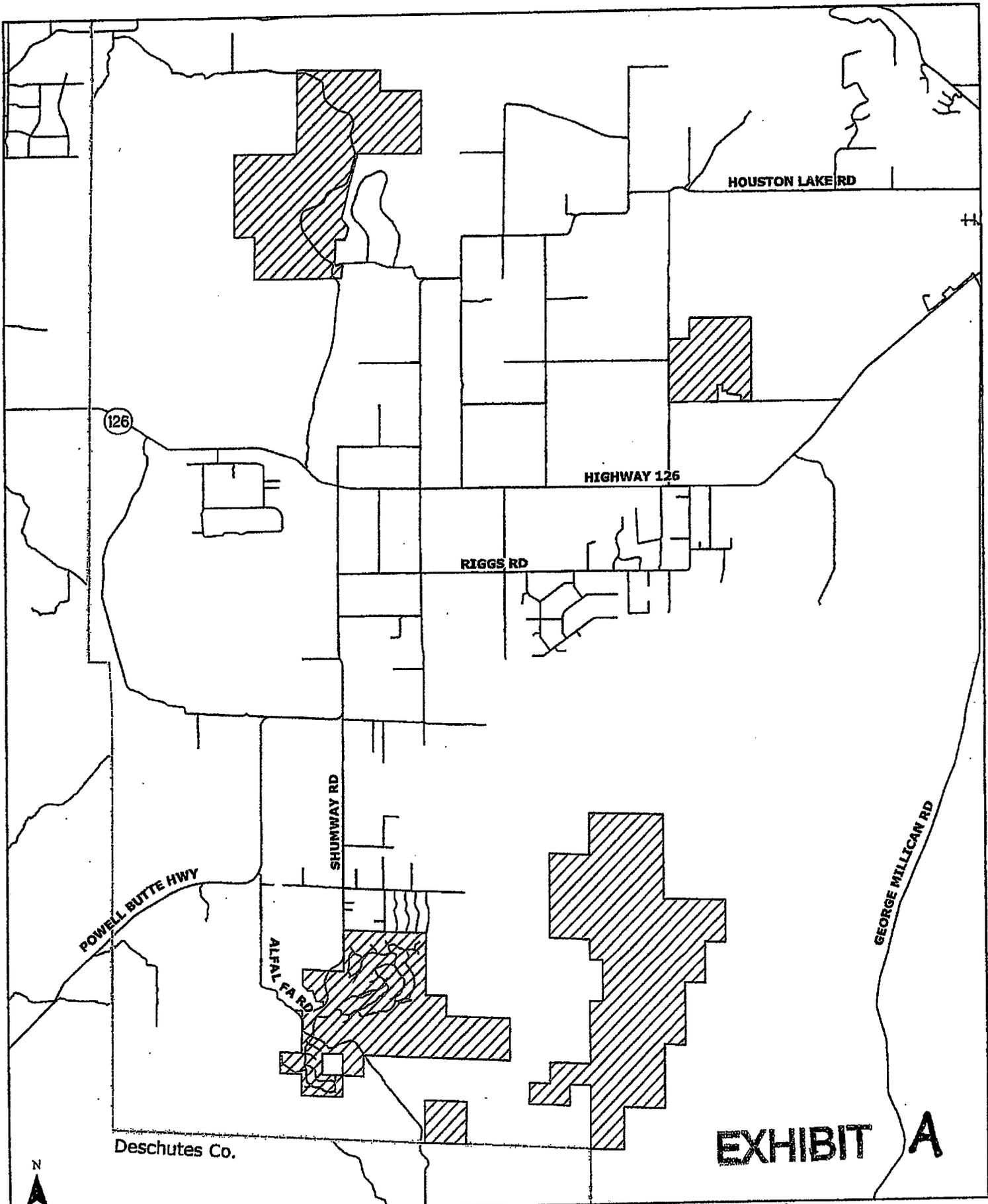
Dated this 7<sup>th</sup> day of October 2009.

CROOK COUNTY COURT

  
\_\_\_\_\_  
Judge Mike McCabe

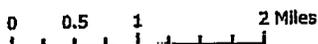
  
\_\_\_\_\_  
Commissioner Lynn Lundquist

  
\_\_\_\_\_  
Commissioner Ken Fahlgren



Disclaimer: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES, OR THE AUTHORITY AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-9930.

### Destination Resort Overlay Crook Co.



#### Legend

 Destination Resort Overlay

The premises are in Crook County, and are described as follows:

TRACT I:

That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northwest one-quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 34, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northeast one-quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) and the South one-half Northeast one-quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the Northeast one-quarter Northwest one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 33, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TRACT II:

That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon which lies in the east one-half (E $\frac{1}{2}$ ) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT III:

Parcel Two (2) of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon, which lies in the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

Located in CROOK COUNTY, OREGON:

**TRACT I:**

Parcels One (1) and Three (3) of Partition Plat No. 1999-31 Recorded December 17, 1999, in Partitions MF No. 152743, Records of Crook County, Oregon, located in a portion of the NW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of Section 4, Government Lot 1, the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and the E  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 5 and the NW  $\frac{1}{4}$  of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT II:**

Parcel One (1) and Two (2) of Partition Plat No. 2000-22, Recorded June 30, 2000 in Partitions MF No. 156385, Records of Crook County, Oregon, located in the W  $\frac{1}{2}$  W  $\frac{1}{2}$  of Section 3, in Section 4, and in the NE  $\frac{1}{4}$  of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT III:**

Parcel One (1) and Two (2) of Partition Plat No. 2001-21, Recorded June 29, 2001 in Partitions MF No. 163559, Records of Crook County, Oregon, located in the SW  $\frac{1}{4}$  of Section 4 and in the E  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 5, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT IV:**

Parcels One (1) and Two (2) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in Section 4, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT V:**

Parcel Three (3) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in the W  $\frac{1}{2}$  W  $\frac{1}{2}$  of Section 3, in Section 4, in the NE  $\frac{1}{4}$  of Section 9 and in the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT VI:**

Parcel Three (3) of Partition Plat No. 2001-39, Recorded December 11, 2001 in Partitions MF No. 167111, Records of Crook County, Oregon, located in Section 33 and a portion of Section 34, Township 14 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT VII:**

In Township 14 South, Range 14 East of the Willamette Meridian:  
Section 34: The SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$

Located in Crook County, Oregon;

A portion of Section 3, 4, 9, and 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, being described as follows: Beginning at the Northwest corner of said Section 4, begin a 2 1/2" brass cap mounted on a 2 1/2" x 30" galvanized iron pipe; thence North 89°59'39" East along the North line of said Section 4, a distance of 2652.66 feet to the North one-quarter corner of said section, being a 2 1/2" brass cap on a 2 1/2" iron pipe; thence South 89°38'49" East along said section line a distance of 2645.22 feet to the Northeast corner of said Section 4, being a 2 1/2" brass cap on a 2 1/2" iron pipe, thence North 89°59'08" East along the North line of said Section 3, a distance of 1251.42 feet to a 5/8" iron rod on the westerly boundary of the plat of Twin Lakes Ranch according to the official plat thereof on file and of record in the office of the County Clerk for Crook County, Oregon thence leaving said section line along said westerly plat boundary along the following courses, South 14°14'16" West 4216 feet to a 5/8" iron rod, thence South 37°46'17" East 784.06 feet to a 5/8" iron rod, thence South 17°33'10" West 156.97 feet to the true point of beginning, as marked by a 1/2" iron rod, thence continue South 17°33'10" West 629.68 feet to a 5/8" iron rod, thence North 89°57'54" West 600.18 feet to a 5/8" iron rod, thence North 600.00 feet to a 1/2" iron rod, thence Easterly 790.08 feet to the true point of beginning.

EXHIBIT C-2

The premises are in Crook County, and are described as follows:

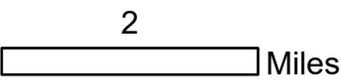
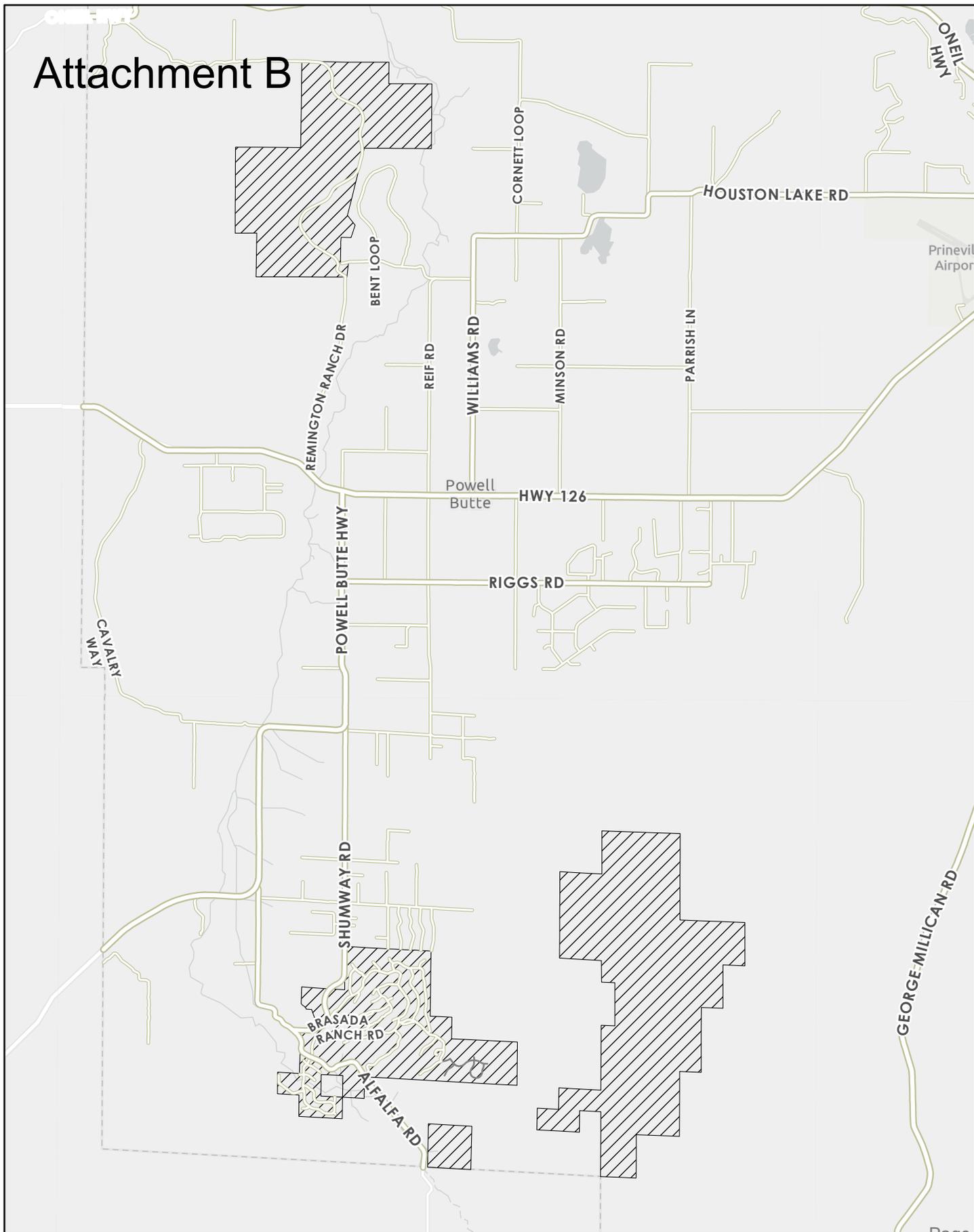
**TRACT I**

Parcel Three (3) of Partition Plat No. 2004-18, Recorded July 8, 2005 in Partitions MF No. 191841, Records of Crook County, Oregon, a Partition of Parcel 2 of Partition Plat 2001-22, located in Section 17, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon.

**TRACT II**

Parcel One (1), Two (2) and Three (3) of Partition Plat No. 2004-40, Recorded December 27, 2004 in Partitions MF No. 196480, Records of Crook County, Oregon, located in Section 17, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon.

# Attachment B



 Destination Resorts

The premises are in Crook County, and are described as follows:

TRACT I:

That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northwest one-quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 34, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northeast one-quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) and the South one-half Northeast one-quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the Northeast one-quarter Northwest one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 33, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TRACT II:

That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon which lies in the east one-half (E $\frac{1}{2}$ ) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT III:

Parcel Two (2) of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon, which lies in the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

Located in CROOK COUNTY, OREGON:

**TRACT I:**

Parcels One (1) and Three (3) of Partition Plat No. 1999-31 Recorded December 17, 1999, in Partitions MF No. 152743, Records of Crook County, Oregon, located in a portion of the NW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of Section 4, Government Lot 1, the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and the E  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 5 and the NW  $\frac{1}{4}$  of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT II:**

Parcel One (1) and Two (2) of Partition Plat No. 2000-22, Recorded June 30, 2000 in Partitions MF No. 156385, Records of Crook County, Oregon, located in the W  $\frac{1}{2}$  W  $\frac{1}{2}$  of Section 3, in Section 4, and in the NE  $\frac{1}{4}$  of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT III:**

Parcel One (1) and Two (2) of Partition Plat No. 2001-21, Recorded June 29, 2001 in Partitions MF No. 163559, Records of Crook County, Oregon, located in the SW  $\frac{1}{4}$  of Section 4 and in the E  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 5, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT IV:**

Parcels One (1) and Two (2) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in Section 4, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT V:**

Parcel Three (3) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in the W  $\frac{1}{2}$  W  $\frac{1}{2}$  of Section 3, in Section 4, in the NE  $\frac{1}{4}$  of Section 9 and in the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT VI:**

Parcel Three (3) of Partition Plat No. 2001-39, Recorded December 11, 2001 in Partitions MF No. 167111, Records of Crook County, Oregon, located in Section 33 and a portion of Section 34, Township 14 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT VII:**

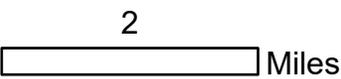
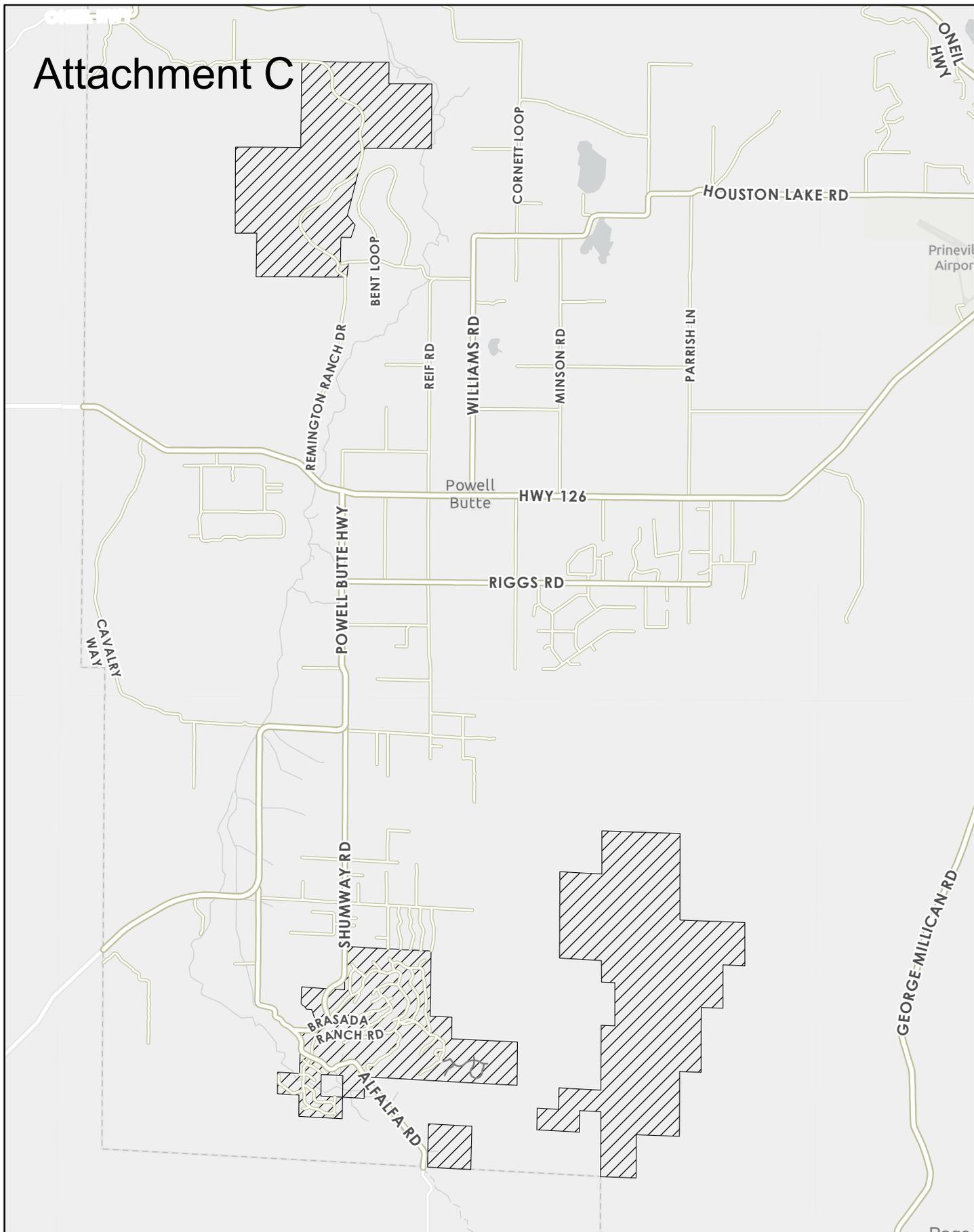
In Township 14 South, Range 14 East of the Willamette Meridian:  
Section 34: The SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$

Located in Crook County, Oregon;

A portion of Section 3, 4, 9, and 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, being described as follows: Beginning at the Northwest corner of said Section 4, begin a 2 1/2" brass cap mounted on a 2 1/2" x 30" galvanized iron pipe; thence North 89°59'39" East along the North line of said Section 4, a distance of 2652.66 feet to the North one-quarter corner of said section, being a 2 1/2" brass cap on a 2 1/2" iron pipe; thence South 89°38'49" East along said section line a distance of 2645.22 feet to the Northeast corner of said Section 4, being a 2 1/2" brass cap on a 2 1/2" iron pipe, thence North 89°59'08" East along the North line of said Section 3, a distance of 1251.42 feet to a 5/8" iron rod on the westerly boundary of the plat of Twin Lakes Ranch according to the official plat thereof on file and of record in the office of the County Clerk for Crook County, Oregon thence leaving said section line along said westerly plat boundary along the following courses, South 14°14'16" West 4216 feet to a 5/8" iron rod, thence South 37°46'17" East 784.06 feet to a 5/8" iron rod, thence South 17°33'10" West 156.97 feet to the true point of beginning, as marked by a 1/2" iron rod, thence continue South 17°33'10" West 629.68 feet to a 5/8" iron rod, thence North 89°57'54" West 600.18 feet to a 5/8" iron rod, thence North 600.00 feet to a 1/2" iron rod, thence Easterly 790.08 feet to the true point of beginning.

EXHIBIT C-2

# Attachment C



 Destination Resorts

The premises are in Crook County, and are described as follows:

TRACT I:

That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northwest one-quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 34, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northeast one-quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) and the South one-half Northeast one-quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the Northeast one-quarter Northwest one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 33, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TRACT II:

That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon which lies in the east one-half (E $\frac{1}{2}$ ) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT III:

Parcel Two (2) of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon, which lies in the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

Located in CROOK COUNTY, OREGON:

**TRACT I:**

Parcels One (1) and Three (3) of Partition Plat No. 1999-31 Recorded December 17, 1999, in Partitions MF No. 152743, Records of Crook County, Oregon, located in a portion of the NW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of Section 4, Government Lot 1, the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and the E  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 5 and the NW  $\frac{1}{4}$  of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT II:**

Parcel One (1) and Two (2) of Partition Plat No. 2000-22, Recorded June 30, 2000 in Partitions MF No. 156385, Records of Crook County, Oregon, located in the W  $\frac{1}{2}$  W  $\frac{1}{2}$  of Section 3, in Section 4, and in the NE  $\frac{1}{4}$  of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT III:**

Parcel One (1) and Two (2) of Partition Plat No. 2001-21, Recorded June 29, 2001 in Partitions MF No. 163559, Records of Crook County, Oregon, located in the SW  $\frac{1}{4}$  of Section 4 and in the E  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 5, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT IV:**

Parcels One (1) and Two (2) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in Section 4, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT V:**

Parcel Three (3) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in the W  $\frac{1}{2}$  W  $\frac{1}{2}$  of Section 3, in Section 4, in the NE  $\frac{1}{4}$  of Section 9 and in the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT VI:**

Parcel Three (3) of Partition Plat No. 2001-39, Recorded December 11, 2001 in Partitions MF No. 167111, Records of Crook County, Oregon, located in Section 33 and a portion of Section 34, Township 14 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

**TRACT VII:**

In Township 14 South, Range 14 East of the Willamette Meridian:  
Section 34: The SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$

Located in Crook County, Oregon;

A portion of Section 3, 4, 9, and 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, being described as follows: Beginning at the Northwest corner of said Section 4, begin a 2 1/2" brass cap mounted on a 2 1/2" x 30" galvanized iron pipe; thence North 89°59'39" East along the North line of said Section 4, a distance of 2652.66 feet to the North one-quarter corner of said section, being a 2 1/2" brass cap on a 2 1/2" iron pipe; thence South 89°38'49" East along said section line a distance of 2645.22 feet to the Northeast corner of said Section 4, being a 2 1/2" brass cap on a 2 1/2" iron pipe, thence North 89°59'08" East along the North line of said Section 3, a distance of 1251.42 feet to a 5/8" iron rod on the westerly boundary of the plat of Twin Lakes Ranch according to the official plat thereof on file and of record in the office of the County Clerk for Crook County, Oregon thence leaving said section line along said westerly plat boundary along the following courses, South 14°14'16" West 4216 feet to a 5/8" iron rod, thence South 37°46'17" East 784.06 feet to a 5/8" iron rod, thence South 17°33'10" West 156.97 feet to the true point of beginning, as marked by a 1/2" iron rod, thence continue South 17°33'10" West 629.68 feet to a 5/8" iron rod, thence North 89°57'54" West 600.18 feet to a 5/8" iron rod, thence North 600.00 feet to a 1/2" iron rod, thence Easterly 790.08 feet to the true point of beginning.

EXHIBIT C-2

Located in CROOK COUNTY, OREGON:

TRACT I

Located in Crook County, Oregon:

TOWNSHIP 16 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN:

Section 13: SE1/4

Section 24: NE1/4

Section 35: SW1/4

TOWNSHIP 16 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN:

Section 18: All

Section 19: Lots 1, 2 and 3; E1/2W1/2; E1/2

Section 20: W1/2; W1/2E1/2; E1/2SE1/4

Section 29: N1/2; SW1/4; SE1/4

Section 30: Lots 2, 3 and 4; E1/2W1/2; E1/2

Section 31: Lots 1, 2, 3 and 4 ; E 1/2 of the W 1/2; NE1/4

Section 32: NW1/4; N1/2SW1/4

TRACT II

In Township 16 South, Range 14 East of the Willamette Meridian:

Section 36: The North half of the Northeast quarter, the Southwest quarter of the Northeast quarter, and the Southeast quarter of the Northwest quarter.