

CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Thursday, June 20, 2024 at 9:00 am

Crook County Administration Conference Room I 203 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 Board ratification which are not expected to generate discussion. Any member of the Board may request removal of an item for separate discussion or vote. All remaining items are approved in a single motion.)

- 1. Approve Minutes
- 2. Approval of Republic Services Subscription Service Expansion Yard Debris Recycling UGB
- 3. Approval of MSP Contract with Bridgetech County IT Helpdesk
- 4. Ratifying appointment of Rebecca Keegan to the Ag Extension Manager position
- 5. Approve Personnel Action Forms
- 6. IGA Establishing a Funding Mechanism for Costs Related to Services and Duties of an Assistant Watermaster for Crook County
- 7. Amendment to Suds n' the Bucket Janitorial Contract
- 8. Request for COLA increase for Fiscal Year 2024-25 effective July 1, 2024
- 9. Amendment No. 7 to Service Contract S.T.A.R. Towing for the Sheriff's Office

DISCUSSION

10. Change life, long term disability, and OPL insurance companies from Hartford to Mutual of Omaha starting in September 2024

Requester: Kathy Puckett

Presenter: Rich Allm, WHA Insurance

11. Order Adopting Budget and Making Appropriation & Levying Taxes

Requester: Rebecca Keegan

Presenter: Tim Deboodt

12. Approval of letter to submit as public testimony regarding grazing permit renewals in Camp Creek

Requester: Tim Deboodt

Natural Resources Policy Coordinator

13. Renew/Update/Sign annual cartography contract with Dept. of Revenue

Requester: Jon Soliz

Assessor

14. Sign and renew Assessor Office software service contract with Helion

Requester: Jon Soliz

Assessor

15. Crook County Solid Waste Applications for Disposal Fee Credit

Requester: Sarah Puerner

Administrative Executive Assistant / Communications Officer

16. Resolution 2024-35 - In re Authorizing the County to Cause Abatement of Public Health Nuisance Conditions on a Certain Property

Requester: John Eisler

Assistant County Counsel

INTERIM MANAGER REPORT

COMMISSIONER UPDATES

PUBLIC COMMENT

EXECUTIVE SESSION

The Crook County Board of Commissioners will now meet in executive session under ORS 192.660(2)(h) for the purpose of consulting with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Representative of the news media and designated staff shall be allowed to attend the executive session.* All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

17. 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.

The Crook County Board of Commissioners 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 Board of Commissioners has published this PDF file. This files contains the material to be presented before the Board of Commissioners 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 Board of Commissioner meeting is held. The material contained herein may be changed at any time, with or without notice.

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Please also note that this file does not contain any material scheduled to be discussed at an executive session, or material the access to which may be restricted under the terms of Oregon law.

If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

Additional Items

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.

Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 06/18/2024 at 2:36 PM

CROOK COUNTY COURT MINUTES OF OCTOBER 4, 2023, REGULAR MEETING Open Portion

Be It Remembered that the Crook County Court met in a Regular Court meeting on October 4, 2023, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

<u>Court Members Present</u>: Judge Seth Crawford, and Commissioner Brian Barney <u>Absentees</u>: Commissioner Jerry Brummer

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administrative Executive Assistant Sarah Puerner; Human Resources Director Kim Barber; Clerk Cheryl Seely; Finance Director Christina Haron; Undersheriff Bill Elliott; Sheriff John Gautney; Fairgrounds Manager Casey Daly; Airport Manager Kelly Coffelt; Community Development Director Will Van Vactor; Contract County Administrator Andy Parks; Library Director Sarah Beeler; Budget Analyst Jamie Berger; Natural Resources Policy Coordinator Tim Deboodt; Lieutenant Mitch Madden; James Staniford; Treasurer Galan Carter; Levi Roberts; Landfill Manager Jacquie Davis; Extension Manager Kim Herber; Systems Administrator Chelsea Watson; Health and Human Services Director Katie Plumb; Assessor Jon Soliz; Chief Administrative Deputy Stephanie Wilson; Mike Warren; Garth Finley; Monty Kurtz; Mark Maboll; Darlene Henderson; Ray Sessler; Mike Thomas; Bill Kuyper; Jim McGuire; Jason Chaney; Deane Cooper; Brian Iverson; Ronda Sneva; Paula Maboll; Gail Staniford; Jerry West; Melinda Kestler; Susan Hermreck; Krish Steber; Dean Hanes; Jennifer Winders; Kim Molnar; Deb Shaw; LaQuita Stec; Wendy Woodley; and members of the public.

REGULAR SESSION

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

Judge Crawford announced that Commissioner Jerry Brummer has turned in his resignation for his position as Commissioner. It has not been certified yet and Clerk Cheryl Seely will speak on this matter.

Clerk Cheryl Seely provided clarification concerning the resignation process. Commissioner Brummer submitted his resignation to Cheryl on Friday. According to Oregon Statute, a resignation becomes binding at the close of the third business day after it is received. Tomorrow, an official written statement will be issued to the Court about the vacancy. The procedure for handling the vacancy will follow County Code guidelines.

Public Comment:

<u>Jennifer Winders</u> - expressed regret upon learning about Brummer's resignation. Today was intended to be a day focused on voting for change, specifically decisions regarding organizational structure. She suggested the possibility of hiring a consultant, noting that the current process doesn't appear to reflect a vote by the people. She emphasized the need for a nonpolitical approach that best serves the needs of our county.

<u>Monty Kurtz</u> - attended all the public meetings and am sorry to hear about Commissioner Brummer. There needs to be more thorough communication. Judge Crawford, as the administrator, is responsible for the lack of transparency, insufficient communication and lack of engagement. This initiative should have begun much earlier. A dedicated member of this community would agree that it's time for a change.

<u>LaQuita Stec</u> – not continuing with changing the form of government because the work session was rough and Judge Crawford's concerns about losing his judgeship, despite participation from all three Commissioners. Requests the Court consider putting this on the ballot for the voters to decide.

<u>Darlene Henderson</u> – profoundly disappointed with Commissioner Brummer's resignation and the timing of this as it's a few days prior to a very important decision from the County, our government, and how we are governed. Agrees with Monty Kurtz that this was a last-ditch effort to communicate to the people and it is irresponsible. Having three part time Commissioners with an Administrator is a responsible and appropriate route to take to manage the County and the resources available to the citizens.

<u>Mark Maboll</u> – would like to see these meetings moved to later in the day, maybe 6:30 pm. Most of the citizens and community members are retired. Paying Administrator \$18,500 a month. Questioned why the Court didn't do the job hiring route for the Administrator as it was not advertised on the market.

Ray Sessler – feels that the Court presented the change in governance poorly. The Lemon Gulch situation changed 180 degrees when the public got involved. Maybe there is some middle ground to be found. Believes we can find the right people for the job and not bringing this information forth was a mistake. Understands the role of the Administrator and that the City runs well. If Judge Crawford is not running things, we may need to get rid of him. This County should be run by local people.

Paula Maboll – listened to the work session meeting and there was a lot of talk about educating the people and communicating with the people. If we would have started this earlier, there may not have been as much opposition. Believes it's possible to educate the

Consent Agenda:

- 1. Approve Minutes
- 2. Approve Grant applications through ODOTs Local Bridge Program

public with flyers, brochures, and monthly Commissioner reports.

- 3. Approve Crook County Solid Waste Application for a Disposal Fee Credit
- 4. Consider ratification of appointment of Chief Information Officer (CIO)
- 5. Approve Order 2023-44 In the matter of appointments to the Board of Property Tax Appeals
- 6. Letter of Support for the OFRC Committee

MOTION to accept the Consent Agenda as presented. Motion seconded. No discussion. Motion carried 2-0.

Legal Counsel Eric Blaine went over the potential process for how the County will proceed with a vacancy. There is a section in the County Code that describes how a vacancy in the Court can be filled. There are two different notices. The 'Notice of Vacancy' is the first step that the Clerk will provide, and this starts a 90-day timeline of

trying to fill the position. Once the initial notice has been provided, then the Court will provide a separate public notice announcing the vacancy and intended process of filing the vacancy. Once this second notice is published, the public has 30 days to submit nominations to the Court if they wish. For nominations, the person must be qualified, and nominations must include a signed statement that the person is willing to serve in the position. Once the 30 days have passed, the Court will review all applications and nominations. The Court can decide to have an interview process, but it is not required. If the Court cannot make a decision on the applicants within 90 days, then the Governor can appoint a person to the position. This individual would serve as a temporary appointment until the next county wide election. The Court would like to see a formal application process and would like to interview all applicants once the timeline has passed.

MOTION to authorize staff members to prepare the public notice in conformance with today's discussion and once that is finalized, it will be published in the Central Oregonian, posted on the website and otherwise distributed to the general public. Motion seconded. No discussion. Motion carried 2-0.

Discussion item #7: Master Funding Agreement with OJD:

Requester: John Eisler

<u>Details:</u> This agreement was not received in time so this item has been removed from the agenda.

Administrator Report:

Andy Parks noted that there is an emergency repair needed for the Landfill. The quote received is just under \$32,000.

MOTION to approve the expenses of \$31,906.78 for labor and materials for the Landfill to repair a piece of Peterson equipment. Motion seconded. No discussion. Motion carried 2-0.

Additional Updates:

Assistant County Counsel John Eisler provided a brief update regarding the lawsuit with the State. The complaint was filed on Monday and the County has retained outside counsel for this matter. The complaint is a declaratory judgement and mainly asking the Court to interpret the statute.

Andy Parks wanted to mention the Budget document that was provided by the Finance staff. Staff spent a lot of time on this document and the document is available for the public to view. Crook County is one of nine counties in the State to receive the budget award and Crook County is the smallest county to receive this award. It is a large accomplishment for Crook County.

At 9:40 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed; ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

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

MOTION to authorize staff to adjust the easement document as discussed in the Executive Session and if it is acceptable to the counter party, to authorize signing it out of court. Motion seconded. No discussion. Motion carried 2-0.

MOTION to authorize John Eisler to finalize and issue the press release as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 2-0.

There being no further business before the Court, the meeting was **adjourned at 10:18 a.m.**

Respectfully submitted,

Sarah Puerner

CROOK COUNTY COURT MINUTES OF OCTOBER 18, 2023, REGULAR MEETING Open Portion

Be It Remembered that the Crook County Court met in a Regular Court meeting on October 18, 2023, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

<u>Court Members Present</u>: Judge Seth Crawford, and Commissioner Brian Barney <u>Absentees</u>: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administrative Executive Assistant Sarah Puerner; Undersheriff Bill Elliott; Sheriff John Gautney; Chief Administrative Deputy Stephanie Wilson; Lieutenant Mitch Madden; Finance Director Christina Haron; Airport Manager Kelly Coffelt; Community Development Director Will Van Vactor; Contract County Administrator Andy Parks; Library Director Sarah Beeler; Extension Manager Kim Herber; James Staniford; Sean Briscoe; Jacquie Davis; Health and Human Services Director Katie Plumb; District Attorney Kari Hathorn; Levi Roberts; Amber Heiberger; Tish Plasterer; Monty Kurtz; Mike Thomas; Shane Howard; Ristine Williams; Kristi Steber; Annette Kolodzie; Javier Sanchez; Richard Ross; Ben Adar; Chris Gannon; Megan Hormel; Melinda Hammack; Chenelle Hale; Tami Lee; James Michael Dunn; Chris Beard; Lori Jo Breedlove; Bonnie Dessler; Arleen Curths; Julie Reed; Dale Reed; Susan Hermreck; Garth Finley; and members of the public.

REGULAR SESSION

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

Public Comment: None

Consent Agenda:

- 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

MOTION to approve the Consent Agenda as presented. Motion seconded. No discussion. Motion carried 2-0.

Discussion item #5: Swearing in of Patrol Detective, Patrol Deputy, and Corrections Deputies:

Requester: Stephanie Wilson

<u>**Details:**</u> Members of the Sheriff's Office attended the regular session to witness the swearing-in ceremony of new personnel. This included the addition of one Patrol Detective, one Patrol Deputy, and six Corrections Deputies to the Crook County Sheriff's Office. During the ceremony, Sheriff Gautney administered the oath of office to each

individual. He also spoke about the significance of the challenge coin, which embodies values of honor, service, justice, and integrity. Sheriff Gautney emphasized that the coin remains with the Deputy as a symbol of their service, provided they depart the Sheriff's Office in good standing.

Discussion item #6: Multiparty funding agreement for mineral/isotope study of the Crooked River:

Requester: Chris Gannon, Crooked River Watershed Council

Details: The Court received a presentation addressing concerns about elevated levels of minerals and isotopes in the Crooked River, with an uncertain origin. Identifying the source could lead to targeted measures to reduce these contaminants. Potential impacts on local agriculture, depending on whether the source is agricultural or natural, were discussed. The Crooked River Watershed Council aims to fund a study by the US Geological Survey to pinpoint the source of these minerals. Under the proposed agreement, Crook County would contribute \$8,000, with other parties contributing an additional \$32,000, facilitating the study and subsequent informed decision-making.

MOTION to fund and participate in the multiparty agreement on the Crooked River mineral isotope test study. Motion seconded. No discussion. Motion carried 2-0.

Discussion item #7: Approve grants for the Glenn Miller Orchestra patriotic concert, March 16, 2024:

Requester: Sarah Beeler

<u>Details:</u> Library Director Sarah Beeler attended the regular session seeking permission to apply for grants for the Glenn Miller Orchestra concert. Ms. Beeler expressed confidence in securing full funding through these grants. This performance is a great way to honor our military veterans and the location would be at the High School auditorium. The Court supports the applications of grants and if received, the Court would then act on the grant acceptance at that time.

Discussion item #8: Meta grant for a new bookmobile:

Requester: Sarah Beeler

<u>Details:</u> Sarah Beeler, the Library Director, attended the session to discuss pursuing a meta grant for a new bookmobile. She proposed applying for a hybrid truck and converting a toy hauler into a bookmobile. While the Library aims to retrieve the old bookmobile, this new approach offers an alternative avenue. The grant application deadline is October 20th, and the bookmobile is crucial for delivering technology and materials to schools and rural communities across Crook County. Funding for maintenance, fuel, and insurance will be sought through budget allocations, grants, or donations. The Court expressed support for these grant applications and plans to decide on acceptance if grants are awarded.

Discussion item #9: Update on Bowman Museum:

Requester: Sean Briscoe

Details: Sean Briscoe, Interim Executive Director, attended the session to update the Court on developments at the Bowman Museum. He emphasized his dual focus on maintaining museum operations and identifying areas for enhancement. Mr. Briscoe outlined several initiatives, including implementing breaks and lunches for staff to boost morale, expanding the team, securing additional funding through grants, revitalizing events and programs to attract more visitors, increasing educational visits for 4th grade classes, recruiting more volunteers, and fostering greater community engagement. He highlighted a strategy of rotating exhibits to encourage repeat visits from patrons.

Discussion item #10: Update on process to fill vacant Commissioner position: **Requester:** Andy Parks

Details: Andy Parks updated the Court on the process to fill the vacant Commissioner position following Commissioner Brummer's resignation, effective October 5, 2023. A public notice was issued on October 10, 2023, inviting applications. As discussed in the October 4, 2023 meeting, interested individuals must submit an application, including a resume and statement of intent, by November 9, 2023. Detailed information, including qualifications, procedures, deadlines, and draft responsibilities for the commissioner role, is available on the County's website.

<u>Discussion item #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:</u>

Requester: John Eisler

<u>**Details:**</u> Crook County last updated its Destination Resort Overlay Map in 2008. The most recent amendment stipulated that the land designated for the Crossing Trails Destination Resort would be removed from the Map upon losing approval, which occurred last year. Earlier this year, the Court issued Order 2023-12 to the Planning Commission, who provided their recommendation in May.

This is the first of two readings.

Community Development Director Will Van Vactor provided the Court a script and Judge Crawford read the script into the record. These are required statements to make before opening the public hearing.

No one online was interested in testifying, and no documents were handed to staff as a written testimony.

Community Development Director Will Van Vactor provided a brief staff presentation, highlighting the background of the overlay map.

A public hearing was opened.

Arleen Curths and James Michael Dunn testified in favor of the ordinance. There was no one opposed to removing the overlay.

Public hearing closed. The second reading will be November 1st.

MOTION to read the ordinance by title only. Motion seconded. No discussion. Motion carried 2-0.

Judge Crawford read the Ordinance by title only. An ordinance amending the Crook County zoning map and comprehensive plan to amend the destination resort overlay zone map and declaring an emergency.

Administrator Report: None

Court Member Updates:

Judge Crawford had a good tour with the American Forest Resources Council regarding the 21' rule.

At 10:09 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed; ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

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

There being no further business before the Court, the meeting was **adjourned at** 10:32 a.m.

Respectfully submitted,

Sarah Puerner

CROOK COUNTY BOARD OF COMMISSIONERS MINUTES OF MARCH 13, 2024, WORK SESSION Open Portion

Be It Remembered that the Board of Commissioners met in a regularly scheduled Work Session on March 13, 2024, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Board Members Present: Commissioner Seth Crawford, Commissioner Susan

Hermreck, and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administrative Executive Assistant Sarah Puerner; Fairgrounds Manager Casey Daly; Contract County Administrator Andy Parks, Library Director Sarah Beeler; Landfill Manager Jacquie Davis; Airport Manager Kelly Coffelt; Road Superintendent Brad Haynes; Finance Director Christina Haron; District Attorney Kari Hathorn; Clerk Cheryl Seely; Assessor Jon Soliz; Community Development Director Will Van Vactor; Health and Human Services Director Katie Plumb; Sheriff Gautney; Ag Extension Manager Kim Herber; Building Official Randy Davis; Christina Hannigan; Amy Albert; Natural Resources Policy Coordinator Tim Deboodt; Undersheriff Bill Elliott; Office Manager Alex Solterbeck; Administrative Assistant Mona Glade; Chief Administrative Deputy Stephanie Wilson; Assessment Technician Stephanie West; Appraiser Jason Elliott; Assessment Technician Linda Pepper; Veteran Service Officer Tom Evans; Chief Information Officer Stephen Chellis; Administrative Clerk Katie Sexton; Administrative Assistant Breyanna Cupp; Systems Administrator Chelsea Watson; Road Master Assistant Wanda Smith; Ellie Gage; Andy Gallagher; Kevin McCarthy; Oristy Kurtz; Gregg Markwardt; Dr. Doug; Isabella Warren; and members of the public.

WORK SESSION

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

Public Comment: None

Discussion item #1: Carcass disposal program for livestock producers in Crook County:

Requester: Ellie Gage

Details: Ellie Gage, Chair of the Crook County Wolf Depredation Compensation Committee, attended the Work Session to propose the establishment of a carcass disposal program and composting site at the Crook County Landfill. The aim is to facilitate carcass disposal for livestock producers, which is a recognized method to diminish the risk of livestock-wolf conflicts. With the emergence of a new Area-of-Known Wolf Activity in Crook County in 2023, the confirmation of three wolf depredations on livestock this year, and a growing wolf population, such a facility would significantly aid producers. The proposed site would not only benefit livestock producers by potentially waiving disposal fees, thereby encouraging them to remove carcasses and bone piles that could attract wolves, but it would also assist several commercial

butchering operations that use the landfill for disposal. Ellie mentioned that funding for this project could be sourced through partnerships with state and federal agencies. The proposed location at the landfill is advantageous due to the availability of heavy equipment, and the model for the composting site could be based on the operations in Prairie City, although it is noted that Prairie City operates on a smaller scale. One issue raised was differentiating fee waivers for homeowners versus ranchers, and another was the requirement for a substantial area at the landfill to pour concrete for the composting site and the necessity to hire a full-time staff member to manage the operations. Additionally, the county needs to discuss with the permit holder about the possibility of increasing the permit limit for butcher waste. Further steps include developing a card system at the landfill to identify and support those affected by wolf activity and starting to compile a list of interested parties to gauge the level of need for this initiative.

Discussion item #2: Solid Waste Management Plan:

Requester: Jacquie Davis

<u>Details:</u> Kevin McCarthy, Principal of JRMA, attended the Work Session to present an updated Solid Waste Management Plan on behalf of the firm. JRMA has been contracted by the county to comprehensively revise and enhance the County's existing Solid Waste Management Plan. During the presentation, Mr. McCarthy provided an indepth overview of the project, including its scope, specific goals and objectives, and the proposed timeline for implementation. He also detailed the methodologies and strategies that JRMA intends to employ to ensure the plan's success and sustainability. Mr. McCarthy concluded his presentation by addressing any questions from the Board to clarify aspects of the plan and discuss potential impacts and benefits for the community.

<u>Discussion item #3: ODHS Resilience Hubs & Networks Grant for library backup</u> generator:

Requester: Sarah Beeler

Details: Sarah Beeler, Library Director, attended the Work Session to request approval to apply for an ODHS Resilience Hubs & Networks Grant. She aims to secure grant funding to purchase a backup generator for the library, enhancing its capability to serve as a reliable community resource during emergencies. The application deadline is set for the end of April. Ms. Beeler highlighted the necessity to compile cost estimates for all components the County intends to include in the grant application. This item will be placed on the consent agenda for March 20th.

<u>Discussion item #4: Acceptance of Crook County Cultural Coalition grant, \$2000 for Glenn Miller Orchestra:</u>

Requester: Sarah Beeler

Details: Sarah Beeler, the Library Director, attended the Work Session to announce to the Board and community members that the library has been awarded a \$2,000 grant from the Cultural Coalition. This funding will support a performance by the Glenn Miller Orchestra. The acceptance of this grant will be added to the consent agenda for the upcoming meeting on March 20th.

Discussion item #5: Fair Board Applicant Consideration:

Requester: Casey Daly

<u>**Details:**</u> Casey Daly, the Fairgrounds Manager, attended the Work Session to introduce a Fair Board candidate to the Board of Commissioners. The Crook County Fair Board conducted interviews for the vacant position on the board on the 26th and unanimously selected Casey Kaiser for position #5. This appointment will be placed on the consent agenda for final approval during the meeting on March 20th.

<u>Discussion item #6:</u> Approval of purchase of used All Terrain Forklift up to \$60,000: <u>Requester:</u> Casey Daly

Details: Casey Daly, the Fairgrounds Manager, attended the Work Session to seek approval for the purchase of a used forklift. The Fairgrounds needs to replace their 1979 Case Forklift, as parts are no longer available and maintaining its functionality has become challenging. Casey is considering forklifts in the price range of \$40,000 to \$60,000 and has identified three potential options in California. He plans to evaluate these during an upcoming trip and requested authorization to negotiate and potentially finalize a purchase if a suitable forklift is found. The intention is to complete the purchase upon returning to Crook County and to collect final approval from the Board upon returning. The funding for this acquisition will be sourced from a \$2 million state grant, with the Fairgrounds funding committee approving up to \$60,000 for this purpose. The Commissioners reached a consensus allowing Casey to travel to California to inspect the three identified forklifts.

<u>Discussion item #7: Consider Appointments to the Abatement of Dangerous Building Code, Appeals Committee:</u>

Requester: Randy Davis

<u>Details:</u> Randy Davis, the Building Official, attended the work session to recommend an appointment to the Abatement of Dangerous Building Code Appeals Committee. The committee is suggesting the re-appointment of Dave Gagermeier to the vacant board position and discussing the need for two additional alternate members. These positions are for three-year terms. Dave Gagermeier, whose term recently expired, has reapplied and has served on the board for over 20 years. The Code now mandates a minimum of two alternate positions to ensure coverage in case primary members face conflicts of interest. This recommendation will proceed to the consent agenda for final approval on March 20th.

<u>Discussion item #8: Consider Appointments to the Budget Committee and the Compensation Committee:</u>

Requester: Andy Parks

<u>Details:</u> Andy Parks, the Contract County Administrator, attended the work session to seek consideration for appointments to the Budget Committee and the Compensation Committee. The Budget Committee has two vacancies out of three positions, with five applicants. The Compensation Committee has three vacancies out of three positions, with four applicants. Both committees are mandated by statute, and the positions have been advertised according to the Court's policy. Budget Committee meetings are scheduled for May, while the Compensation Committee meetings should occur in April, prior to the Budget Committee meetings. The Commissioners agreed that the Finance Department will interview the Budget Committee candidates and the Human Resources

Department will interview the Compensation Committee candidates initially as the next steps in the process.

<u>Discussion item #9: Intergovernmental Agreement (IGA) with the City of Prineville for Airport Operations:</u>
Requester: Andy Parks

Details: Andy Parks, the Contract County Administrator, attended the work session to discuss an intergovernmental agreement (IGA) with the City of Prineville for airport operations. The County owns the airport property and operated it prior to 2010. About fourteen years ago, the County and City established a strategic partnership, formalizing it with an IGA that expired on December 31, 2023. This agreement allowed them to jointly manage and develop the airport, with the City handling staffing and day-to-day operations. Throughout this period, both the City and County made significant investments in the airport. On July 1, 2021, the Governmental Accounting Standards Board (GASB) implemented GASB 87, which requires the property owner to capitalize all leases. Consequently, the County, as the airport's owner, began assuming more responsibilities, starting with financial reporting of the airport's assets. Over the past eighteen months, the County has made significant changes to airport operations, including recruiting and adding a Fixed Base Operator (FBO), approving several policy documents such as minimum operating standards and development standards, updating lease templates, and adjusting rates. The proposed IGA aims to gradually reduce the City's financial involvement in the airport, decreasing from approximately \$100,000 in fiscal year 2025 to \$0 in fiscal year 2028. This item will move to consent agenda for March 20th for final approval.

<u>Discussion item #10:</u> Discuss roles and responsibilities of Court (all commissioners) and board chair:

Requester: Andy Parks

<u>Details:</u> Andy Parks, the Contract County Administrator, attended the work session to discuss the roles and responsibilities of the Commissioners and the Board Chair. During the March 1, 2024, Goal Setting meeting, the County Court discussed the roles of the Commissioners and subsequently changed its form of governance to a Board of Commissioners on March 8, 2024. The draft document outlining the roles and responsibilities of the Board Chair has yet to be discussed. Reaching an agreement on these roles and responsibilities will aid in County governance moving forward, with the possibility of future adjustments. Additionally, it is essential to list, discuss, and agree upon the boards and committees that the Commissioners are involved with to ensure equal participation among all Commissioners. Further information will be gathered to present at a future meeting.

<u>Administrator Report:</u>

Andy Parks discussed expediting the recruitment process for a County Manager. The Human Resources Department was tasked with preparing a document for the Commissioners, which Christina Hannigan promptly provided. With a list of recruitment firms ready, the evaluation of these companies can begin. It is recommended that Human Resources share their preferred options with the

Commissioners. The Commissioners will also meet with these firms to determine if a better option is available.

Commissioner Updates:

Commissioner Crawford had an in-depth meeting with the Governor; however, securing fair funding was not successful. He discussed the DEQ issues with her and will monitor any further developments. He plans to meet with the Governor quarterly to discuss ongoing issues and provide updates.

Commissioner Hermreck received a call from the DEQ regarding water contamination, and the Oregon Health Authority wants to meet with homeowners and Commissioners. They plan to test water in various homes and affected areas, seeking solutions rather than just identifying issues. Commissioner Hermreck feels there may be an unknown factor yet to be discovered. There will be a meeting at the Library to address the water issues, and he would like to involve the Health Department to provide resources to those affected. Commissioner Hermreck also asked about the process with the Facilities Direction position. Christina Hannigan in HR and Brody Barker in Facilities have been following up on additional interviews on behalf of the process and the Human Resources Department is waiting on feedback from the Commissioners on a direction. Commissioner Barney has been engaged with Aviation meetings, AOC Public Safety meetings, and has met with City staff and architects to discuss the additional parking lot expansion for the Justice Center. He has also conducted tours with IT/GIS at the Justice Center and reviewed invoices for payment.

At 11:26AM the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed; ORS 192.660(2)(f) To consider information or records that are exempt from disclosure by law, including written advice from your attorney.

EXECUTIVE SESSION

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

MOTION to direct staff to proceed as directed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 1:11 p.m.**

Respectfully submitted,

Sarah Puerner

CROOK COUNTY BOARD OF COMMISSIONERS MINUTES OF APRIL 10, 2024, WORK SESSION Open Portion

Be It Remembered that the Crook County Board of Commissioners met in a regularly scheduled Work Session on April 10, 2024, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

<u>Board Members Present</u>: Commissioner Seth Crawford, Commissioner Susan

Hermreck, and Commissioner Brian Barney

<u>Absentees</u>: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administrative Executive Assistant Sarah Puerner; Road Superintendent Brad Haynes; Fairgrounds Manager Casey Daly; Christina Hannigan; Amy Albert; Contract County Administrator Andy Parks, Assessor Jon Soliz; Library Director Sarah Beeler; Finance Director Christina Haron; Landfill Manager Jacquie Davis; District Attorney Kari Hathorn; Community Development Director Will Van Vactor; Health and Human Services Director Katie Plumb; Sheriff Gautney; Ag Extension Manager Kim Herber; Natural Resources Policy Coordinator Tim Deboodt; Office Manager Alex Solterbeck; Administrative Assistant Mona Glade; Chief Administrative Deputy Stephanie Wilson; Assessment Technician Stephanie West; Appraiser Jason Elliott; Assessment Technician Linda Pepper; Chief Information Officer Stephen Chellis; Administrative Assistant Breyanna Cupp; Systems Administrator Chelsea Watson; Road Master Assistant Wanda Smith: Senior Planner Katie McDonald: Commander Andrew Rasmussen: Treasurer Galan Carter; Associate Planner Hannah Elliott; Airport Manager Kelly Coffelt; Library Operations Manager Cindy York; Assistant Chief Deputy District Attorney Carolyn Powell; Onsite Supervisor Julie Lancaster; Operations Manager Katrina Weitman; Fleet Supervisor Robert George; Program Assistant Shawna Holland; Senior Appraiser Shannon Alleman; Assistant Building Official Terry Weitman; Clerk Cheryl Seely; Building Inspector Sam Peterson; Margaret Olney; Undersheriff Bill Elliott; Aaron Landau; Budget Analyst Jamie Berger; Kim Molnar; Building Inspector Shawn Powlison; Mike Ervin; Carole Whitside; Monty Kurtz; Dan Schutte; Dock Kerbow; Mark Wehrmeister; Katie Slattery; Keith Leitz; Christina Tsutsui-Tharp; Dale McCallister; Oristy Kurtz; Jack Rabenberg; Wendy Woodley; Chris Beard; and members of the public.

WORK SESSION

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

Public Comment:

<u>Mike Ervin:</u> Would like to request that the Commissioners allow for public comments following each agenda item. Since he is not familiar with some of the topics on the agenda, having the opportunity to comment after the presentations would be beneficial. The Commissioners have indicated that they are open to public comments on these topics during the work session.

Discussion item #1: Consider Appointments to the Budget Committee:

Requester: Andy Parks

<u>Details:</u> Christina Haron, Finance Director, attended the Work Session to seek consideration for appointments to the Budget Committee. Following the Commissioners' request, the finance staff has conducted interviews with four candidates, with a fifth interview scheduled. The team has evaluated the candidates, offering scoring and recommendations for each, along with a draft Order detailing the proposed committee appointments. This item will be placed on the consent agenda for final approval on April 17th.

Discussion item #2: Human Resources Roadmap:

Requester: Andy Parks

<u>Details:</u> Andy Parks, Contract County Administrator, attended the Work Session to discuss the Human Resources Roadmap and introduced Mark Wehrmeister and Carol Whitside from VIE Consultants. Mr. Wehrmeister and Ms. Whitside presented an overview of the roadmap report which assesses the current status of the county-wide Human Resources operations and outlines a strategic plan to achieve the desired improvements. The county has expanded its HR team with a third staff member and engaged external HR project management support. While the total cost to implement all recommendations is not yet determined, the county has allocated funds for maintaining a minimum of three HR personnel and for the start-up of the HR information system (HRIS) suggested in the roadmap. This agenda item is scheduled for movement to the consent agenda for final approval on April 17th.

<u>Discussion item #3: Discuss roles and responsibilities of Court (all Commissioners)</u> and Board Chair:

Requester: Andy Parks

<u>Details:</u> Andy Parks, Contract County Administrator, attended the Work Session to address the roles and responsibilities of the Board of Commissioners. The County Court explored the roles of the Commissioners during its goal-setting meeting on March 1, 2024, revised its governance structure on March 8, 2024, and further discussed the Commissioners' roles and responsibilities on March 13, 2024. However, the specific roles and responsibilities of the Board Chair have not been fully addressed, including the distribution of certain duties among all Commissioners. The Commissioners decided to allocate more time to this agenda item and have agreed to revisit it for further consideration at the next meeting on the 17th.

Discussion item #4: Purchase of New Pickup:

Requester: Brad Haynes

Details: Brad Haynes, Road Superintendent, attended the Work Session to discuss the purchase of a new truck and presented bids to the Board of Commissioners. He received three bids from dealers in Central Oregon, with Kendall Ford offering the lowest price. The objective is to replace a 2001 work pickup that has logged 174,000 miles and 357,000 hours, and which holds no trade-in value. Kendall Ford has agreed to comply with Crook County's purchasing policies. The cost of the new truck is \$52,949.65. This item will be placed on the consent agenda for April 17th for final approval.

Discussion item #5: Landfill Water Truck Purchase:

Requester: Jacquie Davis

<u>Details:</u> Jacquie Davis, Landfill Manager, attended the Work Session to discuss acquiring a new landfill water truck and presented the associated bids to the Board of Commissioners. The FY25 budget allocates funds for this purchase, which will allow the department to transfer the current 1979 water truck to a backup role. The budget for the 2025 fiscal year is set at \$270,000. The proposed expenditures include \$136,508.69 for an International Chassis under the Oregon Purchase Agreement, and \$110,000 for an OMCO water tank, bringing the total cost to \$246,508.69, which is under the budgeted amount. Ms. Davis would like to place the order for Chassis and OMCO water tank now and disperse funds in 2025. This item will be placed on the consent agenda for final approval on April 17th.

Discussion item #6: Livestock Pen Purchase Approval:

Requester: Casey Daly

<u>Details:</u> Casey Daly, Fairgrounds Manager, attended the Work Session to propose the acquisition of 40 additional livestock pens, presenting bids to the Board of Commissioners. The bids received were from Titan Livestock Equipment, WW Livestock Systems, and Wilco, with Wilco offering the lowest price, thus recommended for purchase. These new pens are intended to replace equipment that has reached the end of its usable life. The request specifies purchasing the same model of pens that the FFA acquired in 2023, ensuring compatibility and ease of setup. The purchase would be funded through the \$2M grant money. This item will move to the consent agenda for final approval on April 17th.

Discussion item #7: Oregon Dept. of Forestry IGA for leasing ramp space at Airport for Fire season:

Requester: Kelly Coffelt

Details: Kelly Coffelt, Airport Manager, attended the Work Session to seek approval for renewing the Inter-Governmental Agreement (IGA) with the Oregon Department of Forestry for leasing ramp space at the airport during the fire season. This agreement, consistent with those of the past six years, facilitates the seasonal stationing of single-engine air tankers used for fire protection. The arrangement typically spans five to six months, during which the airport earns \$1,400.00 per month, totaling approximately \$8,400.00 for the season. The contract has been reviewed by legal counsel. This agreement not only generates significant revenue but also supports community safety and the surrounding areas. This item will be placed on the consent agenda for final approval for April 17th.

<u>Discussion item #8: Natural Resources Committee letter to BLM regarding input to the Programmatic Solar EIS:</u>

Requester: Tim Deboodt

<u>**Details:**</u> Tim Deboodt, Natural Resources Policy Coordinator, attended the Work Session to present a draft letter from the Natural Resources Committee to the Bureau of Land Management concerning the Programmatic Solar Environmental Impact Statement (EIS). The BLM has initiated a national-level process to expand their programmatic plan for large-scale commercial development on public lands. The County

previously submitted scoping comments on this issue last summer. With an upcoming deadline for further comments on April 18th, the Natural Resources Committee has prepared a draft letter for the County to review and potentially approve at the regular meeting scheduled for April 17th. The letter critiques the EIS for its lack of discussion on the impacts to local wildlife, farms, and the public lands utilized by Crook County citizens. This item will be placed on the consent agenda for final approval on April 17th.

Discussion item #9: Text Amendment Updates:

Requester: Will Van Vactor

<u>Details:</u> Will Van Vactor, Community Development Director, and Katie McDonald, Senior Planner, attended the Work Session to give a presentation on proposed text amendments and recommended code updates. The Planning Department has outlined several key updates, including clarifications in language, regulations for farm breweries, criteria for forest template dwellings, provisions for accessory dwelling units, lighting standards, revisions to the Juniper Acres purpose statement, and the approval process for transmission towers. These proposed amendments, pending approval, will be incorporated into the County's Code. Today's discussion aimed to provide a concise overview of these amendments and explain the procedure for the forthcoming public hearings.

<u>Discussion item #10:</u> Consider amendment of existing agreement with PERS enrolling police officers in PERS to add Deputy District Attorneys employed by the County on and after 1/1/2024 to the existing Police/Fire PERS agreement pursuant to the legislative intent of HB 2054:

Requester: Kari Hathorn

<u>Details:</u> Kari Hathorn, District Attorney, attended the Work Session to request that the Board of Commissioners consider enrolling Deputy District Attorneys (DDAs) into the Public Employees Retirement System (PERS). House Bill 2054 has classified deputy district attorneys as police officers for the purposes of PERS eligibility. Crook County has participated in PERS for its law enforcement personnel since July 1, 1973. According to ORS 238A.070, incorporating DDAs into the existing PERS agreement will not necessitate the enrollment of all county employees. This was confirmed in an email from PERS dated March 12, 2024. Attorney Margaret Olney also addressed the meeting, clarifying the implications of the current statute on other county employees with regard to PERS. Contract County Administrator Andy Parks provided a PowerPoint presentation outlining the competitive landscape and implications of enrolling Deputy District Attorneys (DDAs) into PERS.

MOTION to enroll the DDA's into the PERS Program as per discussion today. Motion seconded. Further discussion took place, during which Commissioner Barney expressed concerns about the magnitude of the decision to enroll Deputy District Attorneys in PERS and its potential long-term effects on the County. Commissioner Barney felt that the decision-making process was rushed and expressed disappointment with how it was handled. Commissioner Hermreck acknowledged her preference for a 401k plan but recognized the urgent need presented by the District Attorney's office for enrolling Deputy District Attorneys into PERS. The Commissioners proceeded to vote. Motion carried 2-1.

Discussion item #11: To consider the status of Andy Parks' contract:

Requester: Susan Hermreck

<u>Details:</u> This item was removed from the agenda for additional evaluation and will be postponed for 30 days. It was not a good opportunity to discuss this agenda item at this time.

<u>Administrator Report:</u>

Andy Parks - Provided the information to Kari Hathorn (DA) to use in the recruiting process and the pay levels that are pending approval will be presented at next week's meeting. Vance Jacobson will be available to speak with the Board members individually if needed. Mr. Parks also attended the City Council meeting last night and the City approved the Airport IGA.

Commissioner Updates:

<u>Susan Hermreck</u> – Attended the COIC Executive Meeting for the Budget Committee. The next meeting is scheduled for April 25th, and there will be three meetings held next year. Commissioner Hermreck requested to keep a position open for Crook County. She discussed this with Steve Forester, who will be recommending a potential candidate for appointment to the committee.

<u>Brian Barney</u> – Progress is being made at the Justice Center with the carpet, tile, paint, and flooring soon to be completed on the 3rd floor. Once finished, it will be an impressive facility that will significantly benefit the criminal justice system. <u>Seth Crawford</u> - Ongoing concerns regarding Andy being with the County and his contract. Have lost numerous Department Heads and anticipate further departures unless this issue is resolved.

<u>Brian Barney</u> – Is concerned about how these conversations about Andy are coming out and the possible liability on the County regarding these matters. Recommends speaking with Andy and not about Andy in meetings.

Public Comment:

<u>Mike Ervin</u> – The discussions in these meetings have been extremely unprofessional and unnecessary. The County is constantly fighting, and the community is noticing it. <u>Susan Hermreck</u> - The Executive Session last week had no motions made and three citizens called and they knew exactly what happened in the Executive Session. If we are going to have an Executive Session, it needs to be an Executive Session. If not, then that discussion needs to happen in open session.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 12:06 p.m.**

Respectfully submitted,

Sarah Puerner

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):

To: Jacquie Davis, Landfill Director – Crook County

Fr: Courtney Voss, Municipal Manager – Republic Services of Central Oregon

Date: June 4, 2024

Re: Service Expansion: Subscription Based – Optional Yard Debris Services for UGB customers

Republic Services is requesting that subscription-based yard debris services be authorized in the urban growth boundary portion of Crook County effective July 1, 2024 (or as soon as is practical). The rate for these services matches the July 1, 2024 City subscription based rates and will thereafter be subject to any Board of County Commissioner approved rate modifications.

Every Other Week Yard Debris Service: \$20.00 per month

Every Fourth Week Yard Debris Service: \$12.12 per month

We appreciate your consideration of this request and look forward to providing this service to UGB customers.

AGENDA ITEM REQUEST



E0T. 1881
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):



PROPOSAL: IT Helpdesk Support Proposal

For:

Crook County

ORIGINAL: MAY 28TH, 2024



CONFIDENTIALITY NOTICE

INFORMATION, METHODOLOGY AND PRICING EMBODIED IN THIS
PROPOSAL ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE
UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT
DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT
OF BRIDGETECH LLC.



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About BridgeTech

BridgeTech was founded out of a desire to provide a high quality IT user experience to the small/medium business market. Too often, we found these firms were overlooked and lost in the shuffle, thereby losing out on the efficiency and competitive advantage of an available, cost-effective and well-designed IT environment that we were servicing in larger, enterprise environments.

The BridgeTech team brings years of IT experience to every client, specializing in IT for government, legal, manufacturing, construction, hospitality, automotive, and vertically integrated companies. Our vision is to be an industry-leading technical support and strategic technology partner for businesses of all sizes. We are relationship-focused, strategically-minded and technically savvy. We build scalable and dependable technical infrastructures that grow as companies do. We solve for today and build for tomorrow.

OUR PROMISE

Our values are key to who we are and how we work with our clients and partners.

- We are responsible and dependable you leave the technical foundations to us so that you can focus on your business.
- As **masters of the technical craft**, we will offer you smart and appropriate solutions to the technical challenges that arise.
- We communicate smartly keeping you updated on both what we are doing, how we are doing it and what you can expect. We are transparent to give you peace of mind.
- Solving for today and for tomorrow is important to us. We are strategic &
 forward thinking ensuring that we solve challenges and upgrade systems and
 infrastructure so that the same problems don't arise again.



II. Executive Summary

This proposal is presented to Crook County on behalf of BridgeTech. This proposal is delivered in good faith and summarizes the benefits of Crook County working with BridgeTech to handle their IT Support needs.

Key Recommendation:

After talking with Stephen Chellis, a key decision maker and learning about the current and future IT goals, BridgeTech recommends our BridgeTech Assist IT helpdesk/service desk support model for their daily end user support requests.

Rationale:

Take advantage of the manageability, scalability and cost effectiveness of BridgeTech Assist help strategy. With BridgeTech handling IT helpdesk, the Crook County team is able to solely focus on their business goals.

Scope:

An all-in-one approach that includes:

- Helpdesk IT Support (100% US Based)
- Management and monitoring of the Help Desk, escalation processes, etc
- services to be performed both remote and Onsite support at Crook County offices will be provided as TBD



III. Current Challenges

Crook County IT currently has needs for their IT support and previously went through an RFP process for this opportunity. This has worked well but has the following challenges:

- In house IT resources are focusing on their mounting daily IT initiatives, wanting to keep those moving forward, without having key team members being spread thin.
- 2. As tasks have grown, and resources have been limited and it has become more difficult for current team members to support Service Desk requests (including after hours, weekends, etc).

IV. Partnership Goals

The desired goal/objective for this partnership is to address Crook County IT challenges with IT support, specifically:

- 1. Implementing a solution that provides a secure and stable IT environment with known and predictable ongoing operating costs that takes advantage of the latest available methodologies.
- 2. Reduce downtime and frustration, while addressing IT resiliency and remote workforce concerns
- 3. Continue a trusted relationship with the IT support vendor that has the best interests and business in mind. This includes understanding short-term needs and long-term strategies in order to build an IT Support infrastructure that meets the counties evolving needs
- 4. A highly responsive tech support team BridgeTech has the ability to respond to tech support requests in an expedited fashion because we have technicians who are experienced in regularly servicing customers (both remote and onsite).

Bridgetech, LLC | 2 Centerpointe Dr., Ste 300 | Portland, OR 97035



V. Solution | Scope of Work

In order to support the partnership goals and address Crook County's challenges, we propose the following Scope of Work:

An all-in-one approach that includes:

- Helpdesk IT Support (100% US Based)
- Support services to be performed both remote and Onsite support at Crook County offices will be provided as TBD
- Potentially hiring current Crook County help desk fte for at least 90 days, (see addendum)
- Maintaining Service Level Agreement (SLA) that algins with the County's needs.

VI. Budget

Monthly costs:

	Description	Estimated Costs
BridgeTech Assist	Helpdesk IT Support	
	Total	\$11,997/mo

^{**}Note: 1 year agreement**

BridgeTech Rates for as needed services/projects:

Desktop Support / Light Server - \$125/hr Project Management - \$125/hr Systems Engineer - \$165/hr Cloud Engineer - \$197/hr Sr Enterprise Engineer - \$225/hr



DRIDGETECTI

VII. Evaluation

BridgeTech will provide an annual report of partnership performance. This will include:

- overall percentage level of adherence to service levels
- cases by category
- for top 5 frequent case categories strategic recommendations for infrastructure (hardware or software), training, communication upgrades
- Other strategic recommendations to improve the partnership

VIII. References

- 1) City of Tigard Mike Nolop 503-726-6664
- 2) City of Gresham Pat Hartley 503-618-2520
- 3) City of Milwaukie Brandon Gill 503-683-1153
- 4) City of Happy Valley Will Wilson 503-783-3800
- 5) **Bullard Law** Andy Kitchen 503-481-4445

IX. Next Steps

In order to complete this proposal and secure proper start dates and resources:

- Both parties need to come to terms of the proposal and sign off
- Confirm timeline/start date



Signature Acceptance

By signing this Agreement, the Customer hereby authorizes BridgeTech to provide the Services listed herein and on any/all attachments. This Agreement is subject to and controlled by BridgeTech's Standard Customer Agreement which will be distributed with this proposal. Customer Agreement may be modified from time to time and all of which are hereby expressly incorporated by reference

lease sign, date, and scan/email back to ihanson@bridge.tech
ame:
itle:
ignature:
ate:

ADDENDUM

to

BridgeTech Terms and Conditions Related to Proposal

This Addendum modifies that certain Proposal and Terms and Conditions made by and between BridgeTech LLC, an Oregon limited liability company, and Crook County, a political subdivision of the State of Oregon. Collectively, BridgeTech and Crook County may be referred to as the Parties.

RECITALS

- A. *Whereas*, BridgeTech provides information technology services including but not limited to technology support and services; and
- B. *Whereas*, Crook County currently operates an internal IT help-desk and service level support system. Crook County wishes to reapportion existing County resources to address long-term projects, and is in need of a capable vendor to undertake such existing programs; and
- C. *Whereas*, BridgeTech is interested in engaging, and Crook County is interested in having BridgeTech engage, an existing County employee who currently provides the County with internal IT help-desk and service level support services; and
- D. *Whereas*, the County is subject to Oregon public records and local government budget law, and wishes to have such obligations acknowledged in its contract documents; and
- E. *Whereas*, the Parties wish to execute the Proposal and Terms and Conditions Related to Proposal, as modified by the provisions of this Addendum.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1. <u>Effective Date</u>: This Addendum is effective on the date when the Proposal and Terms and Conditions Related to Proposal are effective, regardless of the date when this Addendum is signed by the Parties. If the Proposal and Terms and Conditions Related to Proposal are not signed by the Parties, this Addendum is void ab initio, and will have no force or effect.
- 2. <u>Adoption of Recitals</u>: The above Recitals are incorporated into this Addendum, as terms of contract and not mere recitals.
- 3. <u>Modification of Confidentiality Paragraph</u>: The paragraph contained in the Terms and Conditions labeled "Confidential" is modified to read as follows, with additions <u>underlined</u> and deletions in *[italics]*.

Confidential. Subject to the requirements of the Oregon Public Records law and other applicable law, [These] these terms and conditions, and any subsequent agreements between the parties, and all proprietary information shared between the parties, shall be kept strictly confidential.

- 4. <u>Engagement of Crook County Employee by BridgeTech</u>:
- a. BridgeTech agrees to engage Crook County employee Kelli Yaakola, as a BridgeTech employee within ten (10) days of the Effective Date of this Addendum. BridgeTech

agrees that Ms. Yaakola's compensation will not be less than \$4,750.00 per month for a period of not less than ninety (90) days. BridgeTech may terminate its employment of Ms. Yaakola prior to the expiration of that ninety (90) day period, subject to paying her as if she had been fully engaged for the entire ninety (90) day period.

- b. All payments under subparagraph 4(a) are subject to withholdings as may be required by law, or as may be agreed to by BridgeTech and Ms. Yaakola. By way of illustration and not limitation, such withholdings may include withholding related to Oregon or Federal taxes.
- c. Notwithstanding the foregoing, Crook County, and not BridgeTech, is solely responsible for paying Ms. Yaakola for any of accrued vacation leave, retirement benefits, or wages, that she earned while employed by Crook County. The County will indemnify BridgeTech and assume the defense for any employment or wage-and-hour complaints that may arise for the period that Ms. Yaakola was a Crook County employee. If BridgeTech receives any claims, lawsuits, or allegations related to Ms. Yaakola's time as a County employee, BridgeTech will immediately notify Crook County.
- d. Notwithstanding any provision in the Proposal or Terms and Conditions, Kelli Yaakola is a third-party beneficiary of this Paragraph 4 of this Addendum, including subparagraphs a-d, and only this Paragraph 4 of the Addendum. Ms. Yaakola may enforce the terms of this Paragraph 4 as if a party thereto.
- 5. <u>Counterparts</u>: This Addendum 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.
- 6. Except as modified by this Addendum, the Proposal, and Terms and Conditions Related to Proposal, remain in full force and effect.

In Witness Whereof, the Parties have executed this Addendum, effective on the date specified in Paragraph 1 above.

BridgeTech , an Oregon limited	Crook County , a political subdivision
liability company	of the State of Oregon
Signature	Signature
Levery Hanson ceo	
Print Name and Title	Print Name and Title
5/21/24	
Date	Date

AGENDA ITEM REQUEST



Date:

06/10/2024

Meeting date desired:

06/12/2024

Subject:

Ratification of Ag Extension Manager position

Background and policy implications:

Rebecca Keegan has been acting as the Ag Extension Manager. Her appointment to the position on a permanent bases needs to be ratified by the Board. Rebecca's position will allow her to provide services to the Finance Department and Road Department on an as needed basis.

Budget/fiscal impacts:

The position is budgeted for in both the Fiscal Year '24 and Fiscal Year '25 budgets.

Requested by:

Will Van Vactor will.vanvactor@crookcountyor.gov | 541.447.3211

Presenters:

Will Van Vactor Susan Hermreck

Legal review (only if requested):

Elected official sponsor (if applicable):

AGENDA ITEM REQUEST



ETT. 1882
Date:
Meeting date desired:
Subject:
Background and policy implications:
Budget/fiscal impacts:
244864, 11644 1111 Pacies
Requested by:
Presenters:
Legal review (only if requested):
Elected official sponsor (if applicable):



Crook County Human Resources 267 NE 2nd St, Ste 101 Prineville, OR 97754 541-416-3800

PERSONNEL ACTION FORM

EMPLOYEE INFORMATION				
Employee Name: (Last, First Name MI):	Employment Type: Full Time (30+ Hrs.) Part Time (<30 Hrs.) On-Call	Employment Status: Probationary Temporary Regular Elected Official	Employment Action: New Hire Transfer Promotion Annual Increase Increase Outside of Annual Probationary Review Termination Refill: YES NO	Employment Classification: Exempt Non-Exempt
Effective Date:	New Position ☐ Budgeted/Vacant Position ☐		Replacement Position Replaces:	
Position #:	Reason:			
DETAIL	FROM (pres	ent status)	TO (new stat	us)
FTE: (e.g. 1.0, .80)				
Hours Per Day/Scheduled Days:				
Dept./Office:				
Position - Job Title:				
Salary Grade/Step:				
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):				
Certification Pay/Per Pay Period:				
icense Required:				
Comments/Notes:				
Human Resources Signature	Date	Financ	e Signature	Date
Department Head Signature Date Employee Signature (if applicable) Date				
County Board Signatures Required For: Department Head □ New Position □ Termination/Demotion □ Increase (2 steps or greater) □				
County Commissioner	Date	Count	y Commissioner	Date
				Page 38
County Commissioner	Date			

AGENDA ITEM REQUEST



EVI. 1882
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):



Crook County
Human Resources
267 NE 2nd St, Ste 101
Prineville, OR 97754
541-416-3800

PERSONNEL ACTION FORM

EMPLOYEE INFORMATION				
Employee Name: (Last, First Name MI):	Employment Type: Full Time (30+ Hrs.) Part Time (<30 Hrs.) On-Call	Employment Status Probationary Temporary Regular Elected Official	Employment Action: New Hire Transfer Promotion Annual Increase Increase Outside of Annual Probationary Review Termination Refill: YES NO	Employment Classification: Exempt Non-Exempt
Effective Date:	New Position □ Budgeted/Vacant Position □		Replacement Position Replaces:	
Position #:	Reason:			
DETAIL	FROM (present status) TO (new status)		us)	
FTE: (e.g. 1.0, .80)		-		
Hours Per Day/Scheduled Days:				
Dept./Office:				
Position - Job Title:				
Salary Grade/Step:				
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):				
Certification Pay/Per Pay Period:				
icense Required: YES NO Union Member: YES NO				
Comments/Notes:				
Human Resources Signature	Date	Finan	ce Signature	Date
Department Head Signature	Date	Emplo	oyee Signature (if applicable)	Date
County Board Signatures Required For: Department Head □ New Position □ Termination/Demotion □ Increase (2 steps or greater) □				
County Commissioner	Date	Coun	ty Commissioner	Date Page 40
County Commissioner	Date			

AGENDA ITEM REQUEST



EST. 1882
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):



Crook County Human Resources 267 NE 2nd St, Ste 101 Prineville, OR 97754 541-416-3800

PERSONNEL ACTION FORM

EMPLOYEE INFORMATION				
Employee Name: (Last, First Name MI):	Employment Type: Full Time (30+ Hrs.) Part Time (<30 Hrs.) On-Call	Employment Statu Probationary Temporary Regular Elected Official	S: Employment Action: New Hire Transfer Promotion Annual Increase Increase Outside of Annual Probationary Review Termination Refill: YES NO	Employment Classification: Exempt Non-Exempt
Effective Date:	New Position ☐ Budgeted/Vacant Position ☐		Replacement Position Replaces:	
Position #:	Reason:			
DETAIL	FROM (present status) TO (new status)		tus)	
FTE: (e.g. 1.0, .80)				
Hours Per Day/Scheduled Days:				
Dept./Office:				
Position - Job Title:				
Salary Grade/Step:				
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):				
Certification Pay/Per Pay Period:				
License Required: YES NO	YES □ NO Union Member: □ YES □ NO			
Comments/Notes:				
Human Resources Signature	Date	Final	nce Signature	Date
Department Head Signature	Date	Emp	oyee Signature (if applicable)	Date
County Board Signatures Required For: Department Head □ New Position □ Termination/Demotion □ Increase (2 steps or greater) □				
County Commissioner	Date	Cour	nty Commissioner	Date Page 42
County Commissioner	Date		14E- 1	

AGENDA ITEM REQUEST



Date:

June 12, 2024

Meeting date desired:

June 20, 2024

Subject:

IGA Establishing a Funding Mechanism for Costs Related to Services and Duties of an Assistant Watermaster for Crook County.

Background and policy implications:

The County has funded the costs for the Crook County Assistant Watermaster since 2014.

Budget/fiscal impacts:

The County will pay \$46,250 for FY 2024-25. There was no cost increase from last fiscal year or the year prior.

Requested by:

John Eisler, Assistant County Counsel 541.416.3919 John.Eisler@crookcountyor.gov

Presenters:

Consent Agenda

Legal review (only if requested):

Legal has reviewed.

Elected official sponsor (if applicable):

N/A

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon, acting by and through its **Oregon Water Resources Department** ("Agency") and **Crook County** ("County"), both individually without distinction as "Party" and collectively as the "Parties".

SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by <u>ORS 190.110</u>, <u>283.110</u>, and <u>540.045</u> allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers, or administering policies or programs.

SECTION 2: PURPOSE

The purpose of this Agreement is to show the relationship where the Department agrees to provide watermaster services generally described in <u>ORS 540.045</u> and the related Oregon Administrative Rules (OAR) <u>690-250</u>, these services are specifically provided by the Assistant Watermaster for the Deschutes River basin. The funding for this service is funded by the counties involved. This agreement is for the Crook County portion of the services and funding. The related costs include but are not limited to salary, benefits, and other payroll expenses (OPE), supplies, and I/T Services.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the **July 1, 2024** ("Effective Date") and terminates on **June 30, 2025**, unless terminated earlier in accordance with Section 15.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Jeremy Giffin, Watermaster District 11 231 SW Scalehouse Loop, Suite 103 Bend, OR 97701

Phone: (541) 306-4808

Jeremy.t.giffin@water.oregon.gov

4.2 County's Authorized Representative is:

Christina Haron, Finance Director 200 NE Second Street Prineville, OR 97754

Phone: (541) 447-6554 ext.: 396 Christina.haron@crookcountyor.gov

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 Agency shall perform the work set forth in Exhibit A, attached hereto and incorporated herein by this reference.
- 5.2 County shall pay Agency as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

- 6.1 Agency shall bill County a total amount of \$46,250.00 for performance of this Agreement. Invoicing and payment details are specified in Exhibit A.
- 6.2 The costs and allocation of payments for services provided under this agreement and comparable agreement. Services provided under this agreement and comparable agreement. between Agency, Deschutes, Crook, and Jefferson Counties are more fully described in separate agreements.

SECTION 7: REPRESENTATIONS AND WARRANTIES

- 7.1 County represents and warrants to Agency that:
 - 7.1.1 County has the power and authority to enter into and perform this Agreement;
 - 7.1.2 The making and performance by County of this Agreement (a) have been duly authorize by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document, and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other Agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by County of this Agreement, other than those that have already been obtained;
 - 7.1.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid, and binding obligation of County enforceable in accordance with its terms;
- 7.2 Agency represents and warrants to County that:
 - 7.2.1 Agency has the skill and knowledge possessed by well-informed members of the industry, trade, or profession most closely involved in providing the Services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its tasks and obligations under this Agreement in a professional manner and in accordance with the USGS standards and other standards prevalent in the related industry, trade, or profession; and
 - 7.2.2 Agency shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court Marion County for the State or Oregon; provided, however, if a Claim must be bought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. County, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: CONTRIBUTION

9.1 If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the Claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contributional Page 45 obligation under this Section 10 with respect to the Third Party Claim.

- 9.2 With respect to a Third Party Claim for which Agency is jointly liable with County (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 9.3 With respect to a Third Party Claim for which County is jointly liable with Agency (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable to Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 10: COUNTY DEFAULT

County will be in default under this Agreement upon the occurrence of any of the following events:

- 10.1 County fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- 10.2 Any representation, warrant, or statement made by County in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of Services, the expenditure of funds, or the performance by County is untrue in any material respect when made;
- 10.3 County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 10.4 A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 11: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

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SECTION 12: REMEDIES

- 12.1 In the event Agency is in default under Section 11, County may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to (a) termination of this Agreement under Section 15, (b) reducing or withholding payment for work or Work Product that Agency has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Agency to perform, at Agency's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 13 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 12.2 In the event County is in default under Section 10 and whether or not Agency elects to exercise its right to terminate this Agreement under Section 15.2.3, or in the event County terminates this Agreement under Sections 15.3.1, 15.3.2, 15.3.3, or 15.3.5, Agency's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by County, for work completed and accepted by County within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims County has Against Agency, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by County, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that County has against Agency.

SECTION 13: RECOVERY OF OVERPAYMENTS

If payments to Agency under this Agreement, or any other Agreement between Agency and County, exceed the amount to which Agency is entitled, County may, after notifying Agency in writing, withhold from payments due to Agency under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 14: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 15: TERMINATION

- 15.1 This Agreement may be terminated at any time by mutual written consent of the Parties.
- 15.2 Agency may terminate this Agreement as follows:
 - 15.2.1 Upon 30 days advance written notice to County;
 - 15.2.2 Immediately upon written notice to County, if Agency fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in OWRD's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 15.2.3 Immediately upon written notice to County, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this agreement is prohibited, or Agency is prohibited from paying or such performance from the planned funding source;
 - 15.2.4 Immediately upon written notice to County, if County is in default under this Agreement and such age 47 default remains uncured fifteen (15) days after written notice thereof to County; or

- 15.2.5 As otherwise expressly provided in this Agreement.
- 15.3 County may terminate this Agreement as follows:
 - 15.3.1 Immediately upon written notice to Agency, if County fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 15.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited, or County is prohibited from paying for such performance from the planned funding source:
 - 15.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement as such default remains uncured fifteen (15) days after written notice thereof to Agency; or
 - 15.3.4 As otherwise expressly provided in this Agreement.
- 15.4 Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, County will deliver to Agency all documents, information, works-in-progress, Work Product, and other property that are or would be deliverables under the Agreement. and upon Agency's reasonable request, County will surrender all documents, research, or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

SECTION 16: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

SECTION 17: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written Agreement of the Parties.

SECTION 18: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number, or email address set forth in this Agreement, or such other addresses as either Party may indicate pursuant to this Section 18. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 19: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 12, 13, 14, and 18 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 20: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 21: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 22: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state, and local law.

SECTION 23: INDEPENDENT CONTRACTORS

The parties agree and acknowledge that their relationship is that of independent contracting parties that County is not an officer, employee, or agent of the State of Oregon as those terms are used in <u>ORS 30.265</u> or otherwise.

SECTION 24: INTENDED BENEFICIARIES

Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 25: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 26: ASSIGNMENT AND SUCCESSORS IN INTEREST

County may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to County's assignment or transfer of its interest in this Agreement will not relieve County any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 27: SUBCONTRACTS

County shall give Agency's written consent, prior to entering into any subcontracts for any of the work required of County under this Agreement. Agency's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

SECTION 28: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless age 49 in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance

and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 29: RECORDS MAINTENANCE AND ACCESS

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records". County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 30: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 31: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits and attached Exhibit A (the Statement of Work).

SECTION 32: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

State of Oregon acting by and through its OREGON WATER RESOURCES DEPARTMENT		
Lisa Snyder – Administrator – ASD	Date	
CROOK COUNTY		
Name, Title	Date	

EXHIBIT A

STATEMENT OF WORK

- a. Payment for all work performed under this Agreement for FY 2024 2025 shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of \$46,250.00, including any travel and other expense reimbursements.
- b. Agency will invoice Deschutes and Jefferson Counties separately for the Fiscal Year. Both Parties acknowledge that other agreements may exist under the Deschutes Basin Assistant Watermaster program but are separate to this Agreement.
- c. Crook County

County shall fund Assistant Watermaster Program for the Deschutes Basin. The Agency shall perform work that includes distribution of the public waters within the basin; measuring stream flow; canal gaging stations and reservoir gages in all three counties made part of this agreement. Other tasks include reviewing conditional use applications and commenting as appropriate. Assisting the public in questions and matter related to water resources of the basin including water right research; stream flows; points of diversion; water resource studies; water supply and groundwater data that includes well log research.

AGENDA ITEM REQUEST



Date:

June 12, 2024

Meeting date desired:

June 20, 2024

Subject:

Amendment to Suds n' the Bucket Janitorial Contract

Background and policy implications:

Suds has been the County's janitorial services provider since 2021. The current contract was set to expire on June 31, 2024. Amendment 9 continues the contract for an additional year and updates the scope of services.

Budget/fiscal impacts:

\$19,679.88 per month

Requested by:

John Eisler; Asst. County Counsel John.Eisler@CrookCountyOR.gov 541-416-3919

Presenters:

N/A – Consent Agenda

Legal review (only if requested):

Legal drafted

Elected official sponsor (if applicable):

N/A

AMENDMENT 9

To Professional Services Contract

This Amendment 9 is entered into by **Suds n' the Bucket Professional Cleaning Services, LLC** (hereinafter "Contractor"), and **Crook County**, a political subdivision of the State of Oregon (hereinafter "County"); collectively, Contractor and County may be referred to as "the Parties."

RECITALS

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

WHEREAS, the Agreement has been previously amended multiple times, Amendment 8 being the last amendment;

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

WHEREAS, the Parties wish to continue the terms of the Agreement as modified by this Amendment 9.

AGREEMENT

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

<u>Section One</u>: The Recitals listed above are incorporated herein by reference.

<u>Section Two</u>: The duration of paragraph 2 of the Agreement is hereby amended to extend the services until June 30, 2025.

<u>Section Three:</u> The Scope of Services in Exhibit E of the Agreement is hereby replaced with the attached Exhibit E.

<u>Section Four</u>: Exhibit F and paragraph 4 of the Agreement are hereby amended by the attached Exhibit F, incorporated herein, such that Contractor's fee for services shall be \$19,679.98 per month.

<u>Section Five</u>: Except as amended by this Amendment 9, all other terms of the Agreement remain in full force and effect.

<u>Section Six</u>: This Amendment 9 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the

signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, Contractor and County have executed this Amendment effective July 1, 2024.

CONTRACTOR	COUNTY
Suds n' the Bucket Professional Cleaning Services, LLC	
By:Signature	Seth Crawford, County Commissioner
Print Name	Susan Hermreck, County Commissioner
Title	Brian Barney, County Commissioner
Date	Date:

B01 - Treasurer's Office \$793.77

Exhibit E Sq Ft: 4,130

Treasurer: 1,994 sq ft.
Assessor: 1,388 sq ft.
Common Areas: 748 sq ft.

Weekly – 2X:

Office Areas / Common Areas

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

Bathrooms

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

Kitchenette

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

Monthly:

Office Areas / Common Areas

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

(cont'd on next page)

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

Bathrooms

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

Semi-Annual:

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

Additional Specifications

For Every Building:

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

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

B02 - Courthouse \$4759.29

Circuit Court: 2,529 sq ft. Courtroom A: 2,184 sq ft. Courtroom B: 432 sq ft.

District Attorney: 1,945 sq ft. Common Areas: 3,371 sq ft. County Clerk: 1,535 sq ft.

Community Development: 4,348 sq ft.

Weekly - 5X:

Office Areas / Common Areas

• Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.

Sq Ft: 16,344

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

Bathrooms

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

Kitchenettes

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

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Monthly:

Office Areas / Common Areas

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

Bathrooms

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

Semi-Annual:

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

Annual:

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

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

Additional Specifications

For Every Building:

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

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

B03 – Administration \$793.77 Sq Ft: 3,287

Facilities/Maintenance: 1,206 sq ft.

Administration: 2,081 sq ft.

Weekly – 2X:

Office Areas / Common Areas

Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures,
 etc.

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

Bathrooms

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

Kitchenette

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

Monthly:

Office Areas

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

Bathrooms

Dust all baseboards and upper lighting.

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

Semi-Annual:

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

Additional Specifications

For Every Building:

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

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

B05 – Annex Downstairs \$752.92 Sq Ft: 4,860

Juvenile: 1,500 sq ft.

Court Administration: 2,490 sq ft.

Common Areas: 870 sq ft.

Weekly - 2X:

Office Areas / Common Areas

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

Bathrooms

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

Kitchenette

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

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Monthly:

Office Areas / Common Areas

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

Bathrooms

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

Semi-Annual:

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

Additional Specifications

For Every Building:

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

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

B06 – Sheriff \$1605.55 Sq Ft: 3,397

Business Offices: 2,800 sq ft.

Storage/Evidence Locker: 597 sq ft.

Special Requirement

Cleaning twice per week: Tuesdays and Fridays Only.

All services must be performed each Tuesday and each Friday.

Weekly - 2X:

Office Areas / Common Areas

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

Bathrooms

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

Kitchenette

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

Monthly:

Office Areas / Common Areas

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

Bathrooms

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

Semi-Annual:

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

Annual:

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

Additional Specifications

For Every Building:

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

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

Weekly – 2X:

Office Areas / Common Areas

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

Bathrooms

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

Kitchenette

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

Monthly:

Office Areas / Common Areas

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

Bathrooms

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

Semi-Annual:

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

Annual:

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

Additional Specifications

For Every Building:

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

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

Weekly - 5X:

Office Areas

• Dust, wipe clean and disinfect all, phones (dust only), table tops, filing cabinets, doors, doorknobs, light switches and fixtures, kids' toys, etc.

Sq Ft: 7,500

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

Bathrooms

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

Medical Rooms / Lab

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

Kitchenette

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

Monthly:

Office Areas

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

Semi-Annual:

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

Additional Specifications

For Every Building:

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

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

B05 – Legal / Human Resources (Annex Upstairs) \$317.27 Sq Ft: 4,860

Legal Offices: 592

Human Resources: 592

Weekly – 1X:

Office Areas

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

Bathrooms

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

Kitchenette

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

Monthly:

Office Areas

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

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

Bathrooms

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

Semi-Annual:

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

Additional Specifications

For Every Building:

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

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

B14 - Bowman Museum \$1017.00

1st Floor: 6,400 sq ft. 2nd Floor: 1,538 sq ft.

Weekly – 1X:

Office Areas / Common Areas

• Dust, wipe clean and disinfect all, phones (dust only), table tops, doors, doorknobs, light switches and fixtures, etc.

Sq Ft: 7,938

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

Bathrooms

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

Outside Train Area:

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

Kitchenette

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

Monthly:

Office Areas / Common Areas

- Wash interior and exterior windows/glass doors that require no ladders or step stools to access.
- Dust upper lighting (high dusting may require the use of ladders or step ladders).

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- Remove fingerprints for doors, door frames and walls.
- Removal of any spider/cob webs.
- Spot clean walls.
- Wipe down baseboards.
- Clean security mirrors.

Bathrooms

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

Semi-Annual:

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

Annual:

- Clean interior and exterior glass of display cases (both upstairs and downstairs of Bowman Museum). This excludes the cleaning of any museum artifacts.
- Sweep, mop, and wax floors of Bowman Museum (old side of museum)

Additional Specifications

For Every Building:

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

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

B17 – Landfill \$503.93 Sq Ft: 937

Weekly - 1X:

Office

Dust, wipe clean and disinfect all phones (dust only), table tops, doors, doorknobs, light switches and fixtures,
 etc.

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

Bathrooms

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

Kitchenette

- Sweep and wet mop all non-carpeted floors.
- Clean dishes, clean/disinfect table, counters, sink, and appliances.
- Wipe down outside of cupboards.
- Empty all waste receptacles, and place in disposal container outside. Reline all waste containers.
- Clean inside/outside of waste containers as needed.

Monthly:

Office

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

Bathrooms

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

Clean wall vents.

Semi-Annual:

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

Additional Specifications

For Every Building:

Contractor must always turn off lights, shut and lock office doors, and set alarm before leaving the work site.

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

All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

B07 – Library \$4571.37 Sq Ft: 17,430

Assembly Areas: 16,918 sq ft. Business Offices: 512 sq ft.

Weekly (6x):

Office Areas / Common Areas

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

Bathrooms

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

Kitchenette

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

Juniper Room

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

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Book Store:

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

Broughton Room

1x weekly:

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

Monthly:

Office Areas / Common Areas

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

Bathrooms

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

Semi-Annual:

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

Additional Specifications

For Every Building:

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

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

All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper 76

seat-covers, trash liners, and feminine hygiene products.	Cleaning times must not disrupt County offices and
businesses.	

B18 – Fairgrounds \$172.30 Sq Ft: 988

Weekly - 1X:

Office(s) / Grounds

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

Bathrooms

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

Monthly:

Office / Common Areas

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

Bathrooms

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

Additional Specifications

For Every Building:

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

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

All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

Road Department \$633.33 Sq Ft: 1,015

Weekly - 2x:

Shop Bathroom

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

Weekly - 1X:

Main Office

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

Bathrooms

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

Shop Office / Hallway

- Dust, wipe clean and disinfect all, phones (dust only), table tops, doors, doorknobs, light switches and fixtures,
- Sweep, dust mop and wet mop all non-carpeted floors. (Special attention to the removal of dust and dirt from under the desks, rugs/mats, chairs, baseboards, corners, and other hard to reach places.)
- Dust and wipe clean all windows and window sills, furniture, office equipment, file cabinets, kick plates and metal trim.
- Entrance door and all interior glass to be spot cleaned include windows.
- Vacuum all carpeted areas and spot clean if necessary.

- Gather all waste material in containers and remove to outside container. Reline all waste containers. Clean inside/outside of waste containers as necessary.
- Clean/disinfect drinking fountain.
- Keep janitorial rooms clean and organized.

Break Room

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

Locker Room

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

Monthly:

All Areas

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

Semi-Annual:

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

Additional Specifications

For Every Building:

Contractor must always shut and lock office doors before leaving the work site. In addition to the above-specified cleaning services, additional services such as outside window washing, carpet cleaning, and blind cleaning may be requested by the Facilities/Maintenance Department Supervisor and billed separately.

All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

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B20 – GIS/IT** \$1211.67 Sq Ft: 637

Weekly – 3X:

Office Areas / Common Areas

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

Bathrooms

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

Kitchenette

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

Monthly:

Office Areas / Common Areas

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

Bathrooms

- Dust all baseboards and upper lighting.
- Clean walls.

- Scour sinks/toilets.
- Clean inside/outside of waste containers.

Semi-Annual:

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

Additional Specifications

For Every Building:

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

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

All cleaning supplies and most equipment shall be supplied by the Contractor and approved by the Crook County Facilities Department. Crook County will only supply the necessary stock of paper towels, toilet paper, seat-covers, trash liners, and feminine hygiene products. Cleaning times must not disrupt County offices and businesses.

Exhibit F

Suds n' the Bucket Professional Cleaning Services,

PO Box 1786 Prineville, OR 97754 US billing@sudsnthebucketcleaning.com www.sudsnthebucketcleaning.com



Estimate

ADDRESS SHIP TO
Crook County Crook Co

Crook County
200 NE 2nd St

Crook County
200 NE 2nd St

Prineville, Oregon 97754 Prineville, Oregon 97754

United States United States

ESTIMATE # 1047 **DATE** 06/14/2024

PMT METHOD

Check

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT	
06/01/2024	Cleaning	B01- Treasurer's Office Cleaned twice weekly	1	793.77	793.77	
06/01/2024	Cleaning	B02- Courthouse Cleaned 5x weekly	1	4,759.29	4,759.29	
06/01/2024	Cleaning	B03- Administration Cleaned twice weekly	1	793.77	793.77	
06/01/2024	Cleaning	B05- Annex Downstairs Cleaned twice weekly	1	752.92	752.92	
06/01/2024	Cleaning	B06- Sheriff Cleaned twice weekly	1	1,605.55	1,605.55	
06/01/2024	Cleaning	B58- SAR's Building Bi-Weekly cleaning	1	212.50	212.50	
06/01/2024	Cleaning	B08- Health Department Cleaned 5 times weekly	1	2,335.31	2,335.31	
06/01/2024	Cleaning	B05- Legal/HR Cleaned 1x weekly	1	317.27	317.27	
06/01/2024	Cleaning	B14- Bowman Museum Cleaned 1x weekly	1	1,017.00	1,017.00	
06/01/2024	Cleaning	B17- Landfill Cleaned 1x weekly	1	503.93	503.93	
06/01/2024	Cleaning	B07- Library Cleaned 6x weekly	1	4,571.37	4,571.37	
06/01/2024	Cleaning	B18- Fairgrounds Cleaned 1x weekly	1	172.30	172.30	
06/01/2024	Cleaning	Road Department Main Office cleaned 1x weekly	1	633.33	633.33	
		Shop Bathroom cleaned twice weekly			Page 8	84
					_	

		TOTAL		\$19.6	679.98	
06/01/2024	Cleaning	B20- GIS/IT Cleaned 3x weekly	1	1,211.67	1,211.67	
DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT	

Accepted By Accepted Date

To: Crook County Board of Commissioners

From: Will Van Vactor, Interim County Manager

Date: June 14, 2024

Re: COLA increase effective July 1, 2024

Background:

Over the last couple of years, the Crook County Board of County Commissioners has made a concerted effort to ensure a meaningful annual cost of living adjustment (COLA) is made at the beginning of each fiscal year. As part of that effort, the Board committed last year to make a COLA adjustment that is equivalent to the consumer price index (CPI) each year.

Through the budget process, including the budget committee meetings, it was noted that there is a 5% increase budgeted this year to accommodate increased personnel costs because of both the anticipated COLA increase and additional cost associated with the newly implemented compensation study.

The CPI increased 3.3% in May. See https://www.bls.gov/news.release/pdf/cpi.pdf

Recommendations:

Unrepresented County Employees -

Staff recommends a COLA increase of 3.3% for unrepresented County employees. This is consistent with the CPI increase of 3.3%.

Represented Road Department Employees -

Per the contract with the road department union employees, they will receive the same COLA as the unrepresented county employees. Accordingly, staff recommends that road union employees receive a 3.3% COLA increase.

Represented Sheriff's Office Employees -

The Sheriff's Office requests that its represented employees receive their annual contract increase plus an additional COLA increase to ensure it remains completive with regional law enforcement agencies. The Sheriff's Office has the funds budgeted to cover this increase in personnel costs for fiscal year 2024-25. Accordingly, for represented employees in the Sheriff's Office, staff recommend the 3.3% COLA increase based in CPI, in addition to the contracted annual increase of 3.0%.

AGENDA ITEM REQUEST



Date:

6/13/2024

Meeting date desired:

6/20/24

Subject:

Amendment No. 7 to Service Contract S.T.A.R. Towing

Background and policy implications:

Continuation of contract agreement with updated insurance limits to match OAR 257-050-0070. All other terms and conditions remain unchanged.

Budget/fiscal impacts:

None

Requested by:

Alex Solterbeck, Office Manager, Crook County Legal Counsel Stephanie Wilson, Administrative Division Manager, Crook County Sheriff's Office

Presenters:

N/A – Consent Agenda

Legal review (only if requested):

Legal drafted the amendment.

Elected official sponsor (if applicable):

N/A

AMENDMENT NO. 7 TO SERVICE CONTRACT (S.T.A.R. Towing)

This Amendment No. 7 is entered into by Steve's Towing and Recycling, LLC, f/k/a Steve's Towing and Repair, LLC, an Oregon limited liability company (hereinafter "Contractor"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"). Collectively, County and Contractor may be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Contractor and County are Parties to that certain Service Contract (hereinafter "the Contract") effective July 1, 2015, for the provision of towing and vehicle storage services; and

WHEREAS, paragraph 27 of the Contract provides that the Contract may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both Parties; and

WHEREAS, the Parties now desire to extend the term of the Contract so that the Contract expires at 11:59 p.m. on June 30, 2025, unless terminated sooner according to the provisions of the Contract.

AGREEMENT

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

- 1. The recitals listed above are incorporated herein by reference. This Amendment No. 7 is effective as of July 1, 2024.
- 2. The parties hereby extend the Contract from 11:59 p.m. on June 30, 2024, to 11:59 p.m. on June 30, 2025, unless terminated sooner according to the provisions of the Contract.
- 3. This Amendment No. 7 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 there were an original of such signed document.
- 4. Contractor represents and warrants that all drivers have successfully passed a drug-screen test within six (6) months of the effective date of this Amendment 7. Contractor further warrants that its insurance coverages and Oregon OSHA work safety plan, as described in the Contract, are in full force and effect.

PAGE 1 OF 3 - AMENDMENT NO. 7 TO SERVICE CONTRACT (STEVE'S TOWING AND REPAIR, LLC DBA S.T.A.R. TOWING)

5. Section 3.4 of the Contract, regarding insurance requirements, is deleted in its entirety, and replaced with the following:

Contractor shall maintain current insurance satisfactory to County naming County, its agents, employees, and elected officials as additional insured. The limits of the insurance are:

- (a) General Liability insurance coverage of not less than \$1,000,000, with bodily injury per occurrence of not less than \$2,000,000 aggregate, or the minimum required by the Federal Motor Carrier Regulations, whichever is greater, for liability, bodily injury and property damage per occurrence;
- (b) Garage keeper's legal liability insurance, for care, custody, and control of towed vehicles, per occurrence with no exclusions for on-hook coverage in the amounts of at least the following for each class:

```
(i) Class A -- $100,000;
```

- (ii) Class B -- \$200,000;
- (iii) Class C -- \$250,000;
- (iv) Class D-A or Other Equipment under this classification -- \$100,000;
- (v) Class D-B or Other Equipment under this classification -- \$150,000;
- (vi) Class D-C or Other Equipment under this classification -- \$250,000.
- (c) Insurance to protect against vehicle damage including, but not limited to fire and theft, from the time a vehicle comes into custody, and control of the tow business, throughout the recovery, and until that vehicle is reclaimed or sold.
- (d) Insurance for cargo transported in the amount of at least:

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(i) Class A -- $100,000;
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(ii) Class B -- \$150,000;

(iii) Class C -- \$250,000:

(iv) Class D-A -- or Other Equipment under this classification -- \$100,000;

PAGE 2 OF 3 - AMENDMENT NO. 7 TO SERVICE CONTRACT (STEVE'S TOWING AND REPAIR, LLC DBA S.T.A.R. TOWING)

- (v) Class D-B -- or Other Equipment under this classification -- \$150,000;
- (vi) Class D-C -- or Other Equipment under this classification -- \$250,000.
- 6. Except as modified by this Amendment No. 7, the Contract as previously modified by the prior Amendments remains in full force and effect.

CONTRACTOR	CROOK COUNTY
Name: Steve's Towing and Recycling, LLC	
By: Signature	Print Name
Print Name	Title
Date	Date:

PAGE 3 OF 3 - AMENDMENT NO. 7 TO SERVICE CONTRACT (STEVE'S TOWING AND REPAIR, LLC DBA S.T.A.R. TOWING)

AGENDA ITEM REQUEST



ETT. 1882
Date:
Meeting date desired:
Subject:
Background and policy implications:
Budget/fiscal impacts:
Requested by:
Presenters:
Tresenters.
Legal review (only if requested):
Elected official sponsor (if applicable):



Crook County

Combined Plan offers, PLO, Life, LTD - Updated

July 1, 2024

	Hartford Current LTD 180 Days	Hartford Renewal LTD 90 Day Option	Mutual of Omaha LTD 90 Day Option
PLO	\$5,064.27	\$8,646.31	\$7,411.12
Life	\$1,712.82	\$1,712.82	\$999.15
LTD	\$2,399.93	\$2,795.92	\$2,519.93
Monthly Totals	\$9,177.02	\$13,155.05	\$10,930.20
		43.35%	19.10%



Crook County

Life/AD&D Plan Options - Harford vs Mutual of Omaha

July 1, 2024

	Current Hartford	Mutual of Omaha
	Life and AD&D	
Employer Contribution	100%	100%
Participation Requirement:	100%	100%
Benefit		
Life Benefit Amount	1x earnings to \$150,000	1x salary to \$150,000
AD&D Benefit Amount	1x earnings to \$150,000	1x salary to \$150,000
MONTHLY RATES		
Life:	\$0.100	\$0.050
AD&D:	\$0.020	\$0.020
Total:	\$0.120	\$0.070
Volume Assumption	\$14,273,500	\$14,273,500
Assumed # of Eligible Employees:	210	210
Monthly Life/AD&D Premium	\$1,712.82	\$999.15
Annual Life/AD&D Premium	\$20,553.84	\$11,989.74
Rate Guarantee:	2.5 years	2 Years
Difference in Monthly Premium from current rate		-\$713.68
Difference in Annual Premium from current rate		-\$8,564.10

	Har	tford	Mutual of Omaha		
	Voluntai	ry Life & AD&D			
Employee Life Benefit Amount		t to exceed 5x earnings or 0,000	Increments of \$10,000 not to exceed 5x earnings or \$500,000		
Spouse Life Benefit Amount		50,000 not to exceed 50% of loyee	Increments of \$5,000 to \$250,000 not to exceed 50% of employee		
Dependent Life		mo. \$250 crements to \$10,000	Increments of \$1,000 to \$10,000, \$2,000 min.		
Guarantee Issue	Employee - \$100,000 Spouse - \$30,000 Child - \$10,000		Employee - \$100,000 Spouse - \$30,000 Child - \$10,000 (6mo-26y)		
SEMI-MONTHLY EMPLOYEE RATES PER \$1,000	Employee	Spouse	Employee & Spouse		
Less than 29	\$0.050	\$0.050	\$0.050		
25-59	\$0.050	\$0.050	\$0.050		
30-34	•	\$0.050	\$0.050		
35-39	\$0.065	\$0.065	\$0.065		
40-44	\$0.095	\$0.095	\$0.095		
45-49	\$0.140	\$0.140	\$0.140		
50-54	\$0.265	\$0.265	\$0.265		
55-59	\$0.410	\$0.410	\$0.410		
60-64	\$0.480	\$0.480	\$0.480		
65-69	•	\$0.545	\$0.545		
70-74	\$0.800	\$0.800	\$0.800		
75+	\$1.910	\$1.910	\$1.910		
Child	\$0.125 P	er \$1,000	\$0.125 Per \$1,000		

This Spreadsheet is for illustration purposes only.



Crook County Long Term Disability Plan Options

July 1, 2024

	Current Hartford	Hartford	Mutual of Omaha	
		90 days	90 days	
Employer Contribution	100%	100%	100%	
Participation Requirement:	100%	100%	100%	
Elimination Period:	180 days	90 days	90 days	
Benefit as % of Monthly Earnings:	60%	60%	60%	
Maximum Monthly Benefit:	\$6,000	\$6,000	\$6,000	
Maximum Benefit Duration:	ADEA 1 - SSNRA	ADEA 1 - SSNRA	RBD to SSNRA	
Own Occupation Duration	24 Months	24 Months	24 months	
MONTHLY RATES				
Rate as % of Monthly Covered Payroll:	0.200%	0.233%	0.210%	
Monthly Payroll Assumption:	\$1,199,965	\$1,199,965	\$1,199,965	
Assumed # of Eligible Employees:	210	210	210	
Total Monthly Cost:	\$2,399.93	\$2,795.92	\$2,519.93	
Total Annual Cost:	\$28,799.16	\$33,551.02	\$30,239.12	
Rate Guarantee	2.5 years	2.5 years	2 years	
Difference in Monthly Premium from curr	ent rate	\$395.99	\$120.00	
Difference in Annual Premium from curre	ent rate	\$4,751.86	\$1,439.96	

This Spreadsheet is for illustration purposes only.



Crook County

Oregon Paid Family and Medical Leave Renewal Effective September 3, 2024 to September 30, 2025 Quotes Effective July 1, 2024

	Current - Hartford	Renewal - Hartford	State Plan	Mutual of Omaha Updated	
	With FICA	With FICA	Without FICA	With FICA	
Monthly Volume	\$1,235,187.00	\$1,235,187.00	\$1,235,187.00	\$1,235,187.00	
Annual Volume	\$14,822,244.00	\$14,822,244.00	\$14,822,244.00	\$14,822,244.00	
Payroll Rate	1.010%	1.300%	1.000%	1.170%	
Estimated Cost Monthly	\$12,475	\$16,057	\$12,352	\$14,452	
Estimated Cost Annualy	\$149,705	\$192,689	\$148,222	\$173,420	
Employer Rate	0.410%	0.700%	0.400%	0.570%	
Employer Cost Monthly	\$5,064.27	\$8,646.31	\$4,940.75	\$7,040.57	
Employer Cost Annually	\$60,771.20	\$103,755.71 \$59,288.98		\$84,486.79	
Employee Rate	0.600%	0.600%	0.600%	0.600%	
Employee Cost Monthly	\$7,411.12	\$7,411.12	\$7,411.12	\$7,411.12	
Employee Cost Annually	\$88,933.46	\$88,933.46	\$88,933.46	\$88,933.46	
Analysis Employer					
2024/2025 Estimated Cost	\$60,771.20	\$103,755.71	\$59,288.98	\$84,486.79	
% difference		70.73%	-2.44%	39.02%	
Analysis Employee					
2024/2025 Estimated Cost	\$88,933.46	\$88,933.46	\$88,933.46	\$88,933.46	
% difference		0.00%	0.00%	0.00%	

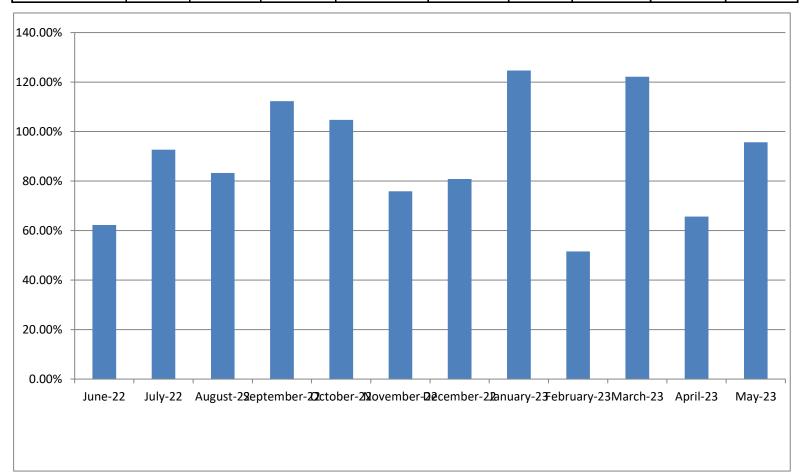
State Plan renews 1/1/2025, so new rate will be available later part of 2023



Crook County Medical Claims Experience

Prior Rolling 12 Months
June 1, 2022 to May 31, 2023

	Contacts	Members	Premium	Medical Paid	Vision Paid	Rx Paid	Capitation	Total Paid	Loss Ratio
June-22	192	291	\$271,873	\$140,528	\$1,923	\$26,834	\$0	\$169,284	62.27%
July-22	200	309	\$285,140	\$215,781	\$6,058	\$42,460	\$0	\$264,298	92.69%
August-22	200	305	\$283,730	\$189,906	\$6,692	\$39,757	\$0	\$236,355	83.30%
September-22	203	310	\$288,541	\$260,305	\$11,162	\$52,500	\$0	\$323,966	112.28%
October-22	202	306	\$288,356	\$224,373	\$7,455	\$70,150	\$0	\$301,979	104.72%
November-22	204	314	\$289,502	\$171,237	\$6,842	\$41,470	\$0	\$219,550	75.84%
December-22	205	319	\$291,201	\$158,536	\$4,665	\$72,151	\$0	\$235,352	80.82%
January-23	200	309	\$284,978	\$309,255	\$10,171	\$35,765	\$0	\$355,190	124.64%
February-23	197	303	\$280,536	\$103,949	\$4,110	\$36,592	\$0	\$144,652	51.56%
March-23	198	302	\$281,210	\$282,010	\$6,040	\$55,521	\$0	\$343,571	122.18%
April-23	200	299	\$282,537	\$138,539	\$5,609	\$41,450	\$0	\$185,598	65.69%
May-23	203	302	\$287,375	\$238,622	\$3,331	\$32,980	\$0	\$274,933	95.67%
Total	2404	3669	\$3,414,980	\$2,433,039	\$74,059	\$547,630	\$0	\$3,054,728	89.45%

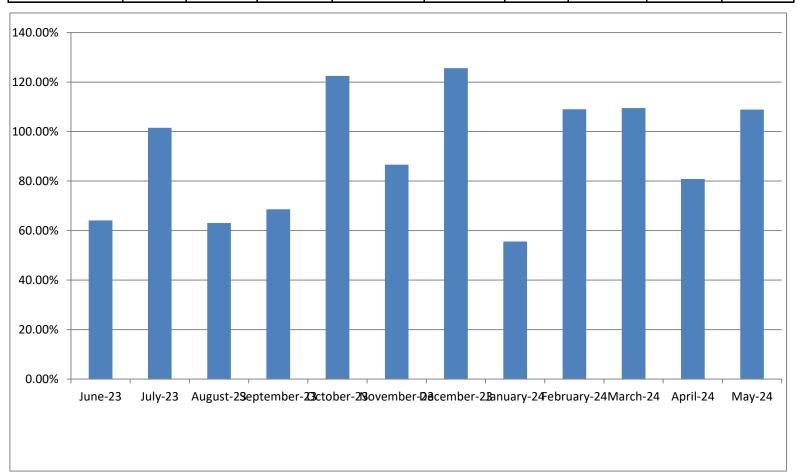




Crook County Medical Claims Experience

Current Rolling 12 Months June 1, 2023 to May 31, 2024

	Contacts	Members	Premium	Medical Paid	Vision Paid	Rx Paid	Capitation	Total Paid	Loss Ratio
June-23	206	313	\$289,105	\$142,989	\$4,921	\$37,472	\$0	\$185,383	64.12%
July-23	209	334	\$288,650	\$257,830	\$8,878	\$26,294	\$0	\$293,002	101.51%
August-23	209	335	\$288,894	\$134,740	\$3,310	\$44,070	\$0	\$182,120	63.04%
September-23	205	337	\$289,492	\$159,604	\$7,258	\$31,737	\$0	\$198,598	68.60%
October-23	202	327	\$285,475	\$316,342	\$8,032	\$25,224	\$0	\$349,597	122.46%
November-23	208	334	\$293,363	\$208,157	\$7,936	\$37,976	\$0	\$254,069	86.61%
December-23	209	336	\$293,890	\$313,273	\$6,300	\$49,592	\$0	\$369,164	125.61%
January-24	209	335	\$294,660	\$119,827	\$10,178	\$33,698	\$0	\$163,703	55.56%
February-24	207	336	\$291,012	\$253,951	\$3,959	\$59,376	\$0	\$317,286	109.03%
March-24	205	333	\$287,697	\$271,261	\$6,723	\$37,106	\$0	\$315,091	109.52%
April-24	206	331	\$290,142	\$194,705	\$2,703	\$37,101	\$0	\$234,509	80.83%
May-24	206	329	\$289,485	\$275,476	\$4,550	\$35,182	\$0	\$315,208	108.89%
Total	2481	3980	\$3,481,867	\$2,648,155	\$74,748	\$454,829	\$0	\$3,177,732	91.27%

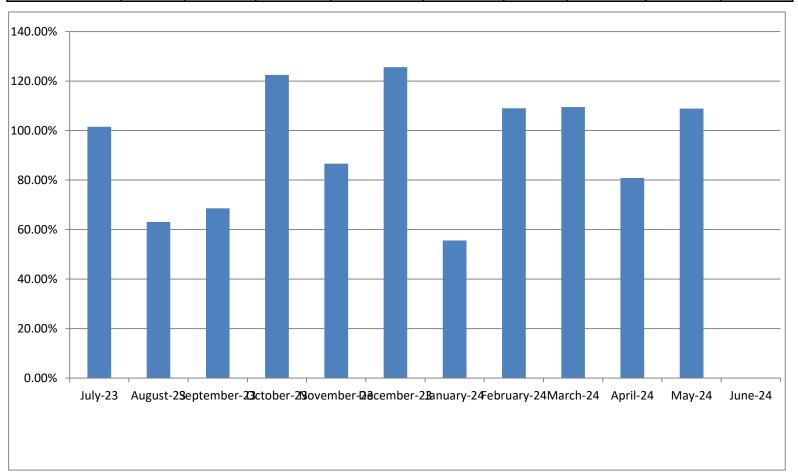




Crook County Medical Claims Experience

2023-24 Plan Year July 1, 2023 to June 30, 2024

	Contacts	Members	Premium	Medical Paid	Vision Paid	Rx Paid	Capitation	Total Paid	Loss Ratio
July-23	209	334	\$288,650	\$257,830	\$8,878	\$26,294	\$0	\$293,002	101.51%
August-23	209	335	\$288,894	\$134,740	\$3,310	\$44,070	\$0	\$182,120	63.04%
September-23	205	337	\$289,492	\$159,604	\$7,258	\$31,737	\$0	\$198,598	68.60%
October-23	202	327	\$285,475	\$316,342	\$8,032	\$25,224	\$0	\$349,597	122.46%
November-23	208	334	\$293,363	\$208,157	\$7,936	\$37,976	\$0	\$254,069	86.61%
December-23	209	336	\$293,890	\$313,273	\$6,300	\$49,592	\$0	\$369,164	125.61%
January-24	209	335	\$294,660	\$119,827	\$10,178	\$33,698	\$0	\$163,703	55.56%
February-24	207	336	\$291,012	\$253,951	\$3,959	\$59,376	\$0	\$317,286	109.03%
March-24	205	333	\$287,697	\$271,261	\$6,723	\$37,106	\$0	\$315,091	109.52%
April-24	206	331	\$290,142	\$194,705	\$2,703	\$37,101	\$0	\$234,509	80.83%
May-24	206	329	\$289,485	\$275,476	\$4,550	\$35,182	\$0	\$315,208	108.89%
June-24	0	0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Total	2275	3667	\$3,192,761	\$2,505,165	\$69,827	\$417,357	\$0	\$2,992,349	93.72%

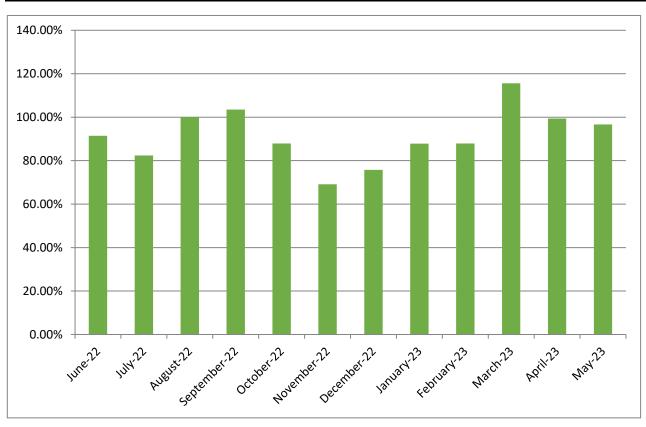




Crook County Dental Claims Experience

Prior 12 Months Rolling June 1, 2022 to May 31, 2023

	Contracts	Members	Premium	Dental Paid	Claim Adj	Total Paid	Loss Ratio
June-22	194	486	\$21,852.88	\$19,974.80	\$0.00	\$19,974.80	91.41%
July-22	199	501	\$22,204.57	\$18,300.30	\$0.00	\$18,300.30	82.42%
August-22	202	510	\$22,598.80	\$22,611.00	\$0.00	\$22,611.00	100.05%
September-22	205	517	\$22,878.92	\$23,683.30	\$0.00	\$23,683.30	103.52%
October-22	205	513	\$23,322.78	\$20,496.80	\$0.00	\$20,496.80	87.88%
November-22	205	516	\$22,961.19	\$15,871.90	\$0.00	\$15,871.90	69.12%
December-22	205	520	\$23,055.19	\$17,472.90	\$0.00	\$17,472.90	75.79%
January-23	202	512	\$23,236.77	\$20,406.50	\$0.00	\$20,406.50	87.82%
February-23	200	504	\$22,594.21	\$19,864.50	\$0.00	\$19,864.50	87.92%
March-23	200	502	\$22,460.97	\$25,961.40	\$0.00	\$25,961.40	115.58%
April-23	202	501	\$22,217.59	\$22,078.20	\$0.00	\$22,078.20	99.37%
May-23	204	506	\$23,008.19	\$22,237.20	\$0.00	\$22,237.20	96.65%
Total	2423	6088	\$272,392.06	\$248,958.80	\$0.00	\$248,958.80	91.40%

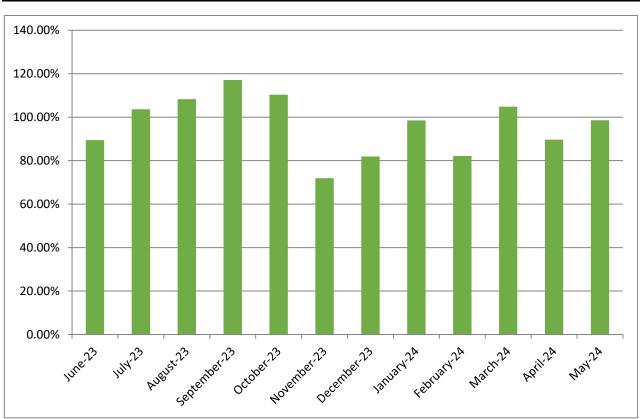




Crook County Dental Claims Experience

Current Rolling 12 Months June 1, 2023 to May 31, 2024

	Contracts	Members	Premium	Dental Paid	Claim Adj	Total Paid	Loss Ratio
June-23	207	518	\$22,891.94	\$20,484.90	\$0.00	\$20,484.90	89.49%
July-23	205	535	\$23,703.73	\$24,573.50	\$0.00	\$24,573.50	103.67%
August-23	209	546	\$24,739.59	\$26,786.00	\$0.00	\$26,786.00	108.27%
September-23	208	546	\$24,830.11	\$29,084.50	\$0.00	\$29,084.50	117.13%
October-23	206	534	\$24,001.74	\$26,493.40	\$0.00	\$26,493.40	110.38%
November-23	208	541	\$24,203.20	\$17,409.60	\$0.00	\$17,409.60	71.93%
December-23	209	543	\$24,533.93	\$20,100.60	\$0.00	\$20,100.60	81.93%
January-24	209	544	\$24,627.08	\$24,257.00	\$0.00	\$24,257.00	98.50%
February-24	208	543	\$24,585.75	\$20,195.50	\$0.00	\$20,195.50	82.14%
March-24	204	535	\$23,942.16	\$25,093.70	\$0.00	\$25,093.70	104.81%
April-24	204	534	\$24,239.50	\$21,736.50	\$0.00	\$21,736.50	89.67%
May-24	204	528	\$23,985.86	\$23,648.80	\$0.00	\$23,648.80	98.59%
Total	2481	6447	\$290,284.59	\$279,864.00	\$0.00	\$279,864.00	96.41%

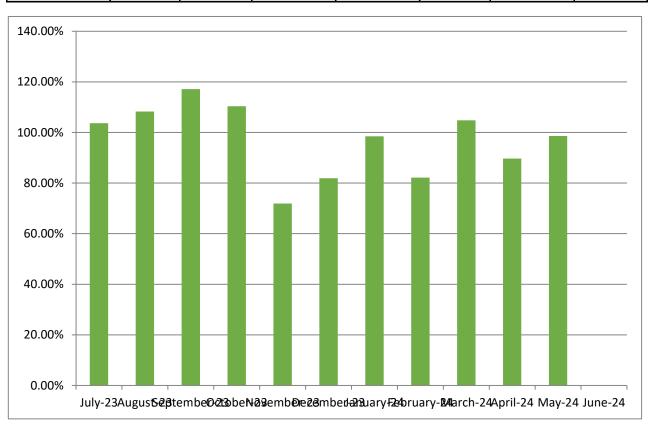




Crook County Dental Claims Experience

2023-24 Plan Year July 1, 2023 to June 30, 2024

	Contracts	Members	Premium	Dental Paid	Claim Adj	Total Paid	Loss Ratio
July-23	205	535	\$23,703.73	\$24,573.50	\$0.00	\$24,573.50	103.67%
August-23	209	546	\$24,739.59	\$26,786.00	\$0.00	\$26,786.00	108.27%
September-23	208	546	\$24,830.11	\$29,084.50	\$0.00	\$29,084.50	117.13%
October-23	206	534	\$24,001.74	\$26,493.40	\$0.00	\$26,493.40	110.38%
November-23	208	541	\$24,203.20	\$17,409.60	\$0.00	\$17,409.60	71.93%
December-23	209	543	\$24,533.93	\$20,100.60	\$0.00	\$20,100.60	81.93%
January-24	209	544	\$24,627.08	\$24,257.00	\$0.00	\$24,257.00	98.50%
February-24	208	543	\$24,585.75	\$20,195.50	\$0.00	\$20,195.50	82.14%
March-24	204	535	\$23,942.16	\$25,093.70	\$0.00	\$25,093.70	104.81%
April-24	204	534	\$24,239.50	\$21,736.50	\$0.00	\$21,736.50	89.67%
May-24	204	528	\$23,985.86	\$23,648.80	\$0.00	\$23,648.80	98.59%
June-24	0	0	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total	2274	5929	\$267,392.65	\$259,379.10	\$0.00	\$259,379.10	97.00%



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):

DETAILED REQUIREMENTS

FORM LB-31

General fund

Crook County Ag Extension Service District

	Historical Data				Dudustfor	Nast Vara 000	4.05	
	Actual Adopted Budget			REQUIREMENTS FOR:	Budget for	Budget for Next Year _2024-25		
	Second Preceding	First Preceding	This Year	(Name of Org. Unit or Program)	Proposed by	Approved by	Adopted by	1
	Year _2021-22	Year _2022-23_	2023-24	\	Budget Officer	Budget Committee	Governing Body	
1	\$ 61,813.90	\$ 63,747.77	\$ 69,263.00	1 Office Manager 1 FTE	\$ 72,381.00	\$ 72,381.00		1
2	\$ 40,499.15	\$ 39,971.64		2 Extension Program Assistant 1 FTE	\$ 43,815.00	\$ 43,815.00		2
3	. ,	. ,	\$ 29,120.00	3 Office Assistanat 0.7 FTE	\$ -	\$ -		3
4	\$ 605.00	\$ 3,673.56	\$ 7,000.00	4 Extra Help	\$ 13,000.00	\$ 13,000.00		4
5	\$ 7,255.78	\$ 7,843.64	\$ 11,868.00	5 FICA	\$ 12,112.00	\$ 12,112.00		5
6	\$ 165.03	\$ 142.56	\$ 202.00	6 Worker Comp	\$ 239.00	\$ 239.00		6
7	\$ 30,863.03	\$ 29,199.18	\$ 28,387.00	7 Health Insurance	\$ 52,530.00	\$ 52,530.00		7
8	\$ 304.74	\$ 311.30	\$ 439.00	8 Life Insurance/LTD	\$ 500.00	\$ 500.00		8
9	\$ 102.84	\$ 111.83	\$ 465.00	9 Unemployment	\$ 475.00	\$ 475.00		9
10	\$ 5,805.40	\$ 9,699.93		10 Retirement (401K)	\$ 13,944.00	\$ 13,944.00		10
		\$ 234.48	\$ 621.00	11 Oregon Paid Leave	\$ 649.00	\$ 649.00		
11	\$ 892.70	\$ 753.03	\$ 1,200.00	12 Postage	\$ 1,200.00	\$ 1,200.00		11
12	\$ 7,684.53	\$ 17,250.60	\$ 7,800.00	13 Publishing (Copier/publishing expense)	\$ 9,000.00	\$ 9,000.00		12
13	\$ 8,701.75	\$ 7,082.70	\$ 14,000.00	14 Contracted Services	\$ 30,000.00	\$ 30,000.00		13
14	\$ 4,314.10	\$ 7,667.28	\$ 8,500.00	15 Fuel	\$ 8,500.00	\$ 8,500.00		14
15	\$ 4,200.00	\$ 5,200.00	\$ 6,000.00	16 Audit	\$ 8,000.00	\$ 8,000.00		15
16	\$ 65,116.23	\$ 93,709.32	\$ 84,000.00	17 Intergov. Services (OSU and County Transfers)	\$ 100,000.00	\$ 100,000.00		16
17	\$ 8,700.79	\$ 11,098.22	\$ 12,900.00	18 Janitorial Services	\$ 15,000.00	\$ 15,000.00		17
18		\$ 578.14	\$ 14,000.00	19 Utilities (electrical / gas/sewer/water/garbage/alarm)	\$ 14,000.00	\$ 14,000.00		18
19	\$ 5,199.44	\$ 4,592.23	\$ 4,200.00	20 Telephone	\$ 4,000.00	\$ 4,000.00		19
20	\$ 3,021.77	\$ 5,098.84	\$ 7,000.00	21 Lodging and Meals	\$ 9,000.00	\$ 9,000.00		20
21	\$ 3,793.24	\$ 2,922.83	\$ 5,000.00	22 Registrations and Dues	\$ 6,000.00	\$ 6,000.00		21
22	\$ 976.46	\$ 2,734.55	\$ 5,000.00	23 Workshops/Field Trials	\$ 11,000.00	\$ 11,000.00		22
23	\$ 3,320.00	\$ 3,745.00	\$ 6,900.00	24 Insurance - vehicle, property & liability, building	\$ 7,000.00	\$ 7,000.00		23
24	\$ 2,467.26	\$ 7,273.53	\$ 4,000.00	25 Small Equipment	\$ 5,000.00	\$ 5,000.00		24
25			\$ 65,000.00	26 Contingency	\$ 142,200.00	\$ 142,200.00		25
26	\$ 10,000.00	\$ 10,000.00	\$ 80,000.00	27 Capital Outlay - Vehicle	\$ 80,000.00	\$ 80,000.00		26
27	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	28 Capital Outlay - Building	\$ 20,000.00	\$ 20,000.00		27
28	\$ 10,317.16	\$ 10,969.57	\$ 7,000.00	29 Office supplies	\$ 9,000.00	\$ 9,000.00		28
29	\$ 187.65	\$ 244.21	\$ 300.00	31 Credit Card Charges	\$ 400.00	\$ 400.00		29
30		\$ 30,000.00		32 County Administrative ISF	\$ 38,000.00	\$ 38,000.00		30
31				33				31
32				34				32
33	\$ 285,365.38	\$313,305.86		35 Ending balance (prior years)				33
34			\$ 183,642.00	36 UNAPPROPRIATED ENDING FUND BALANCE	\$ 173,055.00	\$ 173,055.00		34
35	\$ 591,673.33	\$679,161.80	\$ 800,000.00	37 TOTAL REQUIREMENTS	\$ 900,000.00	\$900,000.00	0	35

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150-504-031 (Rev 03-15)

^{*} When budgeting for Personnel Services Expenditures, include number of related full-time equivalent positions.

\$	72,381.00
\$	43,815.00
\$	-
\$	13,000.00
\$	12,112.00
\$	239.00
\$	52,530.00
\$	500.00
\$	475.00
\$	13,944.00
\$	649.00
\$ 2	209,645.00

\$	1,200.00
\$	9,000.00
\$	30,000.00
\$	8,500.00
\$	8,000.00
\$	97,200.00
\$	15,000.00
\$	14,000.00
\$	4,000.00
\$	9,000.00
\$	6,000.00
\$	11,000.00
\$	7,000.00
\$	5,000.00
\$	9,000.00
\$	400.00
þ	224 200 00

\$234,300.00

FORM LB-10

SPECIAL FUND RESOURCES AND REQUIREMENTS

General Fund

(Fund) Crook County Ag. Extension Service District

	Historical Data							Budget for Next Year2024-25)24-25	
		Act cond Preceding ar _2021-22	F	First Preceding ar _2022-23	A -	dopted Budget This Year 2023-24	DESCRIPTION RESOURCES AND REQUIREMENTS		Proposed by udget Officer		Approved by Iget Committee	Adopted by Governing Body
							RESOURCES					
1	\$	235,752.99	\$	285,365.38	\$	421,000.00	1. Cash on hand * (cash basis), or	\$	472,000.00	\$	472,000.00	
2							Working Capital (accrual basis)					
3	\$	6,959.81	\$	5,847.13	\$	6,500.00	Previously levied taxes estimated to be received	\$	6,500.00	\$	6,500.00	
4	\$	1,345.82	\$	7,813.95	\$	6,000.00	4. Interest	\$	12,000.00	\$	12,000.00	
5	\$	3,446.09	\$	2,056.56			5 Intergovernmental Income					
6							6. Transferred IN, from other funds - vehicle & building					
7	\$	15,895.00	\$	15,510.00	\$	14,000.00	7. 4H building rent/Partner rent	\$	14,000.00	\$	14,000.00	
8	\$	13,206.57	\$	17,442.93	\$	15,000.00	8. Workshops/photocopy/publication/4H enrollment	\$	21,500.00	\$	21,500.00	
9	\$	8,439.36	\$	14,857.61	\$	8,000.00	Reimbursement/sale public land	\$	8,000.00	\$	8,000.00	
10	\$	285,045.64	\$	348,893.56	\$	470,500.00	10. Total Resources, except taxes to be levied	\$	534,000.00	\$	534,000.00	
11					\$	329,500.00	11. Taxes estimated to be received	\$	366,000.00	\$	366,000.00	
12	\$	306,627.69	\$	330,268.24			12. Taxes collected in year levied					
13	\$	591,673.33	\$	679,161.80	\$	800,000.00	13. TOTAL RESOURCES	\$	900,000.00			
							REQUIREMENTS **					
14	\$	147,414.87	\$	154,935.89	\$	203,558.00	14. Personnel	\$	209,645.00	\$	209,645.00	
15	\$	128,893.08	\$	180,920.05	\$	187,800.00	15. Materials and Supplies	\$	237,100.00	\$	237,100.00	
16					\$	130,000.00	16. Vehicle & Building Contingency	\$	-	\$	-	
17					\$	65,000.00	17. Contingency	\$	142,200.00	\$	142,200.00	
18	\$	30,000.00	\$	30,000.00			18. Transfers	\$	-	\$	-	
19		_			\$	30,000.00	19. County Administration ISF	\$	38,000.00	\$	38,000.00	
20							20. Capital Outlay Vehicle	\$	80,000.00	\$	80,000.00	
21							21. Capital Outlay Building	\$	20,000.00	\$	20,000.00	
22	\$	285,365.38	\$	313,305.86			22. Ending balance (prior years)					
23					\$	183,642.00	23. UNAPPROPRIATED ENDING FUND BALANCE	\$	173,055.00	\$	173,055.00	
24	\$	591,673.33	\$	679,161.80	\$	800,000.00	24. TOTAL REQUIREMENTS	\$	900,000.00	\$	900,000.00	

^{*}The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

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Order Adopting Budget Making Appropriation and Levying Taxes

BE IT ORDERED that the Crook County Court hereby adopts the budget for FY 2024-25 approved by the budget committee of Crook County Agricultural Extension Service District on May 22, 2024, now on file in the office of the County Court.

BE IT ORDERED that the Crook County Court hereby levies a tax rate provided for in the budget adopted in the amount of .1207/\$1,000 and that this tax rate is hereby levied upon all taxable property within the county for the tax year 2024-25.

BE IT ORDERED that the above tax rate levy is categorized as follows:

General Governmental

General Fund .1207/\$1,000

BE IT ORDERED that the amounts for the fiscal year beginning July 1, 2024, and for the purposes shown below are hereby appropriated as follows:

CROOK COUNTY AGRICULTURAL EXTENSION SERVICE DISTRICT

General Fund	
Personnel Services	\$209,645
Materials & Supplies	\$237,100
Transfers	0
Contingencies	\$142,200
County Admin ISF	\$38,000
Capital Reserve-Vehicle	0
Vehicle purchase	\$80,000
Capital Reserve-Building	0
Repair and Maintenance	\$20,000
Extension Grants	0
Material & Supplies	0
Total appropriations	\$726,945
Unappropriated Ending Fund General Funds	\$173,055
Total Budget	\$900,000

IT IS HEREBY CONSIDERED, ORDERED AND JUDGED that the Secretary of this District make up and deliver to said County Assessor for this information in making up the Extension on the tax rolls, as foresaid, a certified copy of the Order.

SIGNED AND SEALED this 20th day of June, 2024

	County Commissioner	
	County Commissioner	
	County Commissioner	
Attest: County Clerk		



Crook County

Mailing: 300 NE 3rd Street • Prineville, Oregon 97754 Physical: 203 NE Court Street • Prineville, Oregon 97754

Phone (541) 447-6555

June 20, 2024

Kyle Hensley, Field Manager Central Oregon Field Office, Prineville BLM District 3050 NE Third Street Prineville, OR 97754

Thank you for the opportunity to respond to the Camp Creek Allotments EA. We appreciate the presentation made by Nick Weber and Cari Taylor at the June 12 meeting of the Crook County Natural Resources Advisory Committee (CCNRAC) meeting. Their presentation and the discussion that followed raised a number of issues and concerns requiring immediate action.

As preface, it should be noted that this project was released to the public for scoping on February 16, 2024. It was not presented nor mentioned to the CCNRAC until the May 8 meeting, with a full presentation for discussion, last week on June 12.

The issues and concerns listed below support our request to extend the EA review for 30 days to allow time for BLM to enter into coordination with Crook County.

Development of Proposed Action and Process Issues and Concerns

- The last EA for these allotments was 24 years ago.
- A decision to allow an alternative (Alt 3) which reduces AUM's and thus penalizes the grazing permittee without comprehensive monitoring to pinpoint the cause of the issue was flawed. The EA clearly states a multitude of contributing riparian degradation factors: Cows, horses, elk, juniper, etc. There is no concise data provided. There is no logical chain of events which lead to the inclusion of an alternative that rests a pasture while having no monitoring data proving cattle to the issue.
- All impacts and issues on an area should be looked at when analyzing impacts and developing resource objectives for an area. Without including wild horse, released domestic horse, and wildlife impacts to the area there is a large data set missing and does not allow the decisionmaker the full breadth of information needed to make an informed decision. To consider resting an area from grazing appears arbitrary and capricious.
- There is no indication or current census data provided in the EA for the wild horse population or the AML for the Herd Management Area of Liggett Table. During their June 12th presentation, BLM stated the current **estimated** horse population is 100+ for Ligget Table. Herd AML is 10 15 horses. Current population is at least a 10 fold increase and is not being managed within the confines of the herd management area.

https://www.blm.gov/programs/wild-horse-and-burro/herd-management/herd-management-areas/oregon-washington/liggett-table

- There are concerns about the loss of managed livestock grazing as a tool to minimize wildfire risk. In an era where climate change is increasing wildfire risk, all tools for wildfire management need to be available to land management agencies. Arbitrarily resting an allotment/pasture without full engagement with the permittee, could put the permittee in financial risk and potentially result in the loss of the resource for the agency.
- Numerous laws and policies require "involvement" of grazing permittees and local governments. Involvement requires more than "just informing". Much of the very lands BLM manages were set aside for grazing under the **Taylor Grazing Act of 1934**. "Local governments shall be invited to participate in the scoping process. 40 C.F.R. § 1501.7(a)(1) (2009). **Federal Land Policy Management Act**, (FLPMA) 43 C.F.R. §§ 1610.3. The **National Environmental Policy Act** and **The Crook County Natural Resource Policy** require involvement of grazing permittees on Interdisciplinary teams related to proposed actions on their permits.
- BLM states in EA that grazing within the prescription is not keeping the stream from meeting objectives. Trespass use and other grazing factors have not been analyzed and accounted for in how objectives will be met.

Potential Solutions:

- Fence off area of concern from all grazing (adequate partnership opportunities exist). Don't exclude use of the entire pasture.
- Create resource objectives and monitoring strategies for riparian areas so that management can determine if changes in livestock grazing are working.
- What are Objective thresholds? How will BLM know changes in management are working (monitoring protocols)?
- Actively work with the Camp Creek Community Allotment Permittee to create workable solutions that meet stated resource objectives.
- Thoroughly investigate why the stream is not trending toward recovery and set up monitoring with adequate objectives and thresholds for management.
- With exclusion, monitor annually to establish improvements/changes occurring.
- Complete wild horse analysis and initiate wild horse management before completing 10 year allotment review of this allotment.
- Inventory wild horse population within the area, develop an understanding history of this group and update the Liggett Horse Management Plan. How many horses in this current inventory are part of the historic herd and how many are recent releases by the public (abandonment)? BLM has a responsibility to return "wild horses" back to their territory (HMA).
- BLM must engage with local organizations that can help with wild horse management issues. Dr. Mills of Florida University has a proven method of DNA fecal sampling which would aid in the origin of the horses, wild vs. domestic released livestock. The Liggett HMA DNA is of record. This could expedite the process as to which horses are truly protected under the WHB Act.
- Commitment to review resource changes at 1, 3, 5 and 10 years during permit duration. Allow adaptive management to be a part of the plan in order to respond as needed.

- Permittees must become a part of the ID teams for allotment management. Permittee ownership in resource objectives is the greatest way to assure implementation and success.
- Remove Camp Creek Community Allotment from EA and develop monitoring data to fully understand the full range of impacts and opportunities.
- With range improvements in place (water developments, fencing, etc.) look to allow for modification of the length of grazing periods in other pastures to accommodate the lost 100 AUM's (alt 3) during the 10 year permit.
- Aggressively deal with trespass cattle. BLM states that the permittee is not out of compliance. The permittee has no control over the impacts of trespass cattle and should not be saddled with the consequences of a lack of enforcement.

In summary, Crook County Board of Commissioners requests a 90 day extension of the EA review period to allow time for comprehensive coordination on the proposed action and look for resolutions outside of including an alternative 3 to rest a portion of a grazing allotment. The reason for 90 days is that the County recognizes that BLM is entering the beginning of fire season and may not have the personnel time to adequately deal with these issues until the end of fire season.

We respectfully ask for immediate response and discussion to our request, as public notification would be a necessity.

Thank you,

X	X	X
Seth Crawford	Brian Barney	Susan Hermreck
County Commissioner	County Commissioner	County Commissioner

AGENDA ITEM REQUEST



EST. 1882
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):

INTERGOVERNMENTAL SERVICES AGREEMENT CONTRACT #DOR-077-24

This agreement is between The Oregon Department of Revenue (Department) and Crook County (County).

This agreement is for map maintenance and related cartographic activities to be performed by the Department of Revenue for the County as authorized under ORS 306.125 and ORS 190.110.

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. Mapping costs are based on estimated staff hours required to complete the work at a specified rate per staff hour. The figures shown below are for the fiscal year July 1, 2024 to June 30, 2025. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

The Department will make every effort to produce and maintain maps to state standards using correct cadastral procedures. Additionally, should an inadvertent mapping error occur, which causes an assessment to be incorrect, the County shall be responsible to make all administrative corrections to the assessment and incur all costs for the corrections.

Any charges for legal services or litigation costs that may be incurred by the Department at the request of the County are not covered by this agreement.

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	225	\$70.00	\$15,750.00
Related Maps		Actual	

It is understood and agreed that either party may terminate this agreement upon 90 days written notice. All work completed shall be paid for as of the last day stipulated in the termination notice. All completed work, maps, and records shall be turned over to the County for its use. It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein. This agreement signed 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.

STATE OF OREGON, by and through its DEPARTMENT OF REVENUE	By and through the COUNTY COURT or BOARD OF COUNTY COMMISSIONERS of Crook County, Oregon		
Ву			
Jason Hamblen Date	Ву		
Procurement Manager, DPO	County Judge or Chairperson of the Board of County Comm		
Internal Review			
	County Commissioner	Date	
Ву		AND	
Danette Benjamin Date	County Commissioner	Date	
Unit Manager, Property Tax Division			
	REVIEWED AND APPROVED		
	Assessing Official of Crook Count	6/12/24	

Page 113

AGENDA ITEM REQUEST



EST. 1882
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):

Services Contract- Terms and Conditions

Client Software Support

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. THESE TERMS AND CONDITIONS (THE "CONTRACT") WILL SUPPLEMENT THE TERMS AND CONDITIONS OF ANY APPLICABLE OVERRIDING SIGNED AGREEMENT BETWEEN YOU (THE COUNTY) AND HELION.

If you purchased Client Software Support, Helion will provide this software service (the "Support") to you pursuant to the following terms and conditions:

Supported 5	Software:
-------------	-----------

ORCATS		
X ORCATS	Version_	2024

Technical support is provided for listed versions and one version back. Support on older versions is on a limited, "best effort" basis.

1. SCOPE OF SERVICES

- 1.1. Helion will help you to resolve your problems by providing telephone, electronic, remote and onsite assistance to your designated representatives. A resolution is the initial contact and any subsequent contact necessary to resolve the issue for you.
 - 1.1.1. USER will be given a phone number to be used for support after the purchase of a support contract
 - 1.1.2. HELION will use commercially reasonable efforts to provide the following Support services to you:
 - Proposed corrections for error messages due to software listed under the contract
 - Problem determination may include any of the following actions:
 - Information gathering
 - Analysis
 - Research including reproducing systems
 - Acquiring additional information
 - Problem Resolution may include any of the following actions:
 - Providing a resolution to the problem immediately;
 - Providing documented clear steps that Client staff can reasonably take to correct the problem;

or

- Following analysis, providing documented clear steps toward problem resolution; or
- Performing configuration changes to the Helion software;
- Modifying corrupt data caused by a defect in the software.
- 1.2. HELION will provide upgrades for error correction, legal requirements and enhancements as they are released.
 Support shall also include necessary assistance and consultation to assist Client in resolving problems with the use of the Software including the verification, diagnosis and correction of errors and defects in the Software. Page 115

- Support shall include third party software bundled with the Helion software, as well as updates to documentation.
- 1.3. Helion will provide support for modifications or specialized features made at the request of the Client and performed by Helion.
- 1.4. All modifications or specialized features made at the request of the Client and performed by Helion will be ported to and supported in all future versions and releases of the Software unless authorized in writing from the Client.

1.5. The Contract does not cover:

- 1.5.1. Instances in which the compatibility of the system to the software is in question, or when the configuration is invalid
- 1.5.2. Remote or on-site training assistance
- 1.5.3. Software Support on any other products than specifically stated in the Supported Software section of this contract
- 1.5.4. Helion is not responsible to maintain compatibility with any application not listed as part of the supported Helion software system. Helion will make a good faith effort to notify the Client of any incompatibility between Helion software and third party software.

1.6. Database Maintenance

- 1.6.1. Helion is not the Client's database administrator unless specified in a separate agreement.
- 1.6.2. Helion will provide on-going consulting on procedures for the backup and restoration of all databases required to run supported Helion software but is not responsible for accuracy or verification of any backups.
- 1.6.3. Helion will consult with the Client technical staff as needed on the status of all databases required to run supported Helion software and ensure that all database indexes and database features are configured appropriately to ensure the proper functioning of all Helion supported software.
- 1.6.4. If requested in writing, Helion will ensure that database backups are performed prior to any modification to the database structure and/or schema as part the implementation of new Helion software through new version release or problem resolution.
- 1.6.5. Helion will perform all database repair and recovery due to database corruption, malfunction, or inconsistency brought about by implementation of new Helion software through new version release or problem resolution, by defects in or improper functioning of the client software, or by third party software used within any Helion supported software.

2. RESPONSE TIMES AND SYSTEM ACCESS

- 2.1. Unless visit was requested by the Client, Helion will provide the Client IT Division with 2 days notice prior to performing a site visit to perform software upgrades or modifications to the database or the client software.
- 2.2. Client shall notify Helion, either by telephone or in writing or email, of any deficiency and shall provide any other information that Helion may reasonably request in determining the nature of the deficiency. Helion shall commence correction of such deficiency in accordance with this section. Helion will provide problem resolution through telephone, electronic, remote and onsite assistance to the Client designated representatives. Resolving the problem may include the initial contact and any subsequent contact and actions necessary to address the initial issue for the Client. Helion will provide the Client with a local telephone or toll-free telephone number, an email address, and a designated point of contact to receive calls or e-mails for trouble reports. The Client shall designate authorized callers (who may change from time to time) for access to the telephone support.

- 2.3. The Client agrees to provide Helion with VPN access or through other secure electronic access technology and services at the Client's expense for purposes of Helion's fulfillment of its maintenance obligations. Such access shall not result in the unnecessary or unreasonable disruption of the Client's business operations.
- 2.4. Helion will respond to system problems that do not prevent normal daily operation of the system (Non-Emergency Response) within 16 business hours of the receipt of the trouble call.
- 2.5. On-Site Support. In an emergency or if all other support options fail, Helion shall have a technician on-site within one (1) business day of a request from the Client. This does not apply to Down System events, as described in Section 2.6.
- 2.6. Down-System Response: The system is considered "down" when any part of the system prevents daily operation ("Down System"). Helion shall respond within two business hours of telephone notification. Response may be by telephone.
- 2.7. Normal Support Hours: At all times from 7:00 a.m. to 5:00 pm Pacific Standard Time (PST) (note: Pacific Daylight Saving Time (PDST) when in effect) weekdays. The hours of Support shall not include New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas Day.
- 2.8. Helion will provide support for and is solely responsible for the proper functioning, licensing and distribution of additional or third party software used within their products or distributed with their products as a component of their software. Helion guarantees the functioning of this third party software as a component of their software.
- 2.9. Helion is not liable for any failure or delay in performance due to any cause beyond its control.

3. USER RESPONSIBILITIES

- 3.1. **General.** To receive Support, the USER is responsible for complying with the following:
 - 3.1.1. Access to Software Support. USER must confirm that the following conditions are true:
 - The situation giving rise to the question is reproducible;
 - The hardware and operating systems meet minimum HELION requirements;
 - The designated USER representatives will submit all questions to HELION. The USER's
 designated representatives must have knowledge regarding the facts and circumstances
 surrounding the incident;
 - The full system, including software and hardware, is available to the representative and accessible by him or her without limit during any telephone discussions with HELION support personnel;
 - The representative will follow the instructions and suggestions of HELION's support personnel, using the full system.
 - 3.1.2. Software/Data Backup. The USER understands and agrees that HELION is not responsible for any loss of software or data.
 - 3.1.3. Payment. HELION must have received payment for Support within 30 days of the date of invoice. USER shall pay an additional fee of 1.5% per month for invoices not paid within such 30-day period.
 - 3.1.4. Installation of newer versions. If the resolution of a problem requires the installation of a newer version of the product, USER agrees to install the new version as part of the resolution process.
- 3.2. Until USER has complied with each of the aforementioned conditions, HELION reserves the right to withhold Support. HELION will notify the USER representative of any corrective action necessary to obtain or continue Support.

4. GENERAL TERMS

4.1. <u>Term and Renewal:</u> You may renew this agreement subject to approval and acceptance by Helion. Helion may change its rates, terms, and conditions for providing support at any time. Helion, at its discretion, may terminate this agreement on thirty (30) days notice to you, in which case you will be entitled to receive a pro-rated refund of any unearned support fees that you have paid. Client, at its discretion, may terminate

- this agreement on thirty (30) days notice to Helion, in which case Client shall be entitled to receive a prorated refund of any unearned support fees that were paid.
- 4.2. Claims of Confidentiality or Proprietary Rights: You agree that any information or data disclosed or sent to Helion, over the telephone, electronically or otherwise, which is confidential or proprietary to you, will be prominently marked as confidential or proprietary.
- 4.3. Entire Agreement: This Contract is the entire agreement between you and Helion with respect to its subject matter and none of Helion's employees or agents may orally vary the terms and conditions of this Contract.
- 4.4. This contract is valid for term specified in Section 6. You will be automatically invoiced for the next year 30 days prior to expiration. Payment of the renewal invoice shall constitute an automatic renewal of this agreement.

5. ORCATS SPECIFIC TERMS

5.1. Supported Software: Unless stated otherwise, Helion will provide support for all software listed below:

Helion Start Menu

Deployer

Account Manager Real Value Voucher

Ratio Study

Real Land Schedules

Real Sales Trend Finder

Real Librarian Real Value Indexes Real Value Recalc MS Ledger Voucher **Personal Vouchers**

Utility Ledger Voucher **Utility Values Utility Input** Address Parser Appraisal Maintenance

Appraisal Reports Assessor Reports Name Parser

Lookup Table Maintenance

Property Query Web Property Query

Custom Query Image Processing

ORCATS Integration Services

File Service Data Exchange **Interested Party**

Lender Code Maintenance Tax Notation Maintenance

Tax Receipts Tax Reports Tax Voucher

Turnover Distribution Tax Receipt Image Loader Tax Balance Service **Prepaid Tax Processing** Tax Rate Calculation Tax Amount Calculation **Tax District Adjustments**

Tax Statements

Assessment and Tax Database Views

5.2. Additional Support

Helion will assist County with the following Data Manipulation either directly or by providing an application so the County can perform the tasks themselves:

- Changing a value from Entered to Calculated or Calculated to Entered at the following levels:
 - o Improvement
 - Accessories
 - Floor
 - Inventory
 - Land Fragment 0
 - **OSD**
- Changing a Neighborhood Code
- Changing an Improvement, Land Fragment or OSD from Trendable to Non-Trendable or Non-Trendable to Trendable
- Change one RMV class to another
- **Bulk load LCM Schedules**

of Property Account Id's. The Property Account Id's must be in a CR/LF delimited text file. (Map and Taxlots are not considered Property Account Id's)

5.3. Helion will provide Tax Season assistance to ensure the timely completion of tax amount calculation, statement printing and state reporting.

6. TERM OF CONTRACT

Term of contract: July 1st, 2024 to June 30th, 2027

Support 2024-2025 Due July 1, 2024 - \$76,114
Support 2025-2026 Due July 1, 2025 - Based on Prior year plus Cost of Living Increase
Support 2026-2027 Due July 1, 2026 - Based on Prior year plus Cost of Living Increase

Helion Software, Inc.		Client: Crook County	
		Signature	
Merroy Listricht	6/3/2024		
Murray Gjesbrecht	Date		
		Name:	
Chief Executive Officer			
		Title:	
		Date:	

AGENDA ITEM REQUEST



EST. 1881
Date:
Meeting date desired:
Subject:
Background and policy implications:
Budget/fiscal impacts:
Requested by:
nequested by.
Presenters:
Legal review (only if requested):
Legal review (only if requested).
Elected official sponsor (if applicable):

Sarah Puerner

From: Sarah Puerner

Sent: Tuesday, June 18, 2024 1:57 PM

To: Sarah Puerner

Subject: FW: Apply Now for the Crook County Solid Waste Disposal Fee Credit

From: Sarah Puerner <Sarah.Puerner@crookcountyor.gov>

Sent: Thursday, May 30, 2024 3:56 PM

To: HSO Thrift ; sipct@crestviewcable.com sipct@crestviewcable.com ; <a hr

<JessicaTucker@bestcaretreatment.org>

Cc: Will VanVactor < Will. VanVactor@crookcountyor.gov >; Jacquie Davis < Jacquie. Davis@crookcountyor.gov >; Breyanna

Cupp <Breyanna.Cupp@crookcountyor.gov>

Subject: Apply Now for the Crook County Solid Waste Disposal Fee Credit

Hi there!

I hope this message finds you well. We are pleased to invite eligible organizations to apply for the Crook County Solid Waste Application for a Disposal Fee Credit. This initiative aims to support nonprofit organizations in our community that are committed to promoting recycling and reuse of consumer goods.

Eligibility Requirements:

To qualify for a disposal fee credit, your organization must meet the following criteria:

- 1. **Non-Profit Status:** Must be recognized as a non-profit and charitable organization under section 501(c)(3) of the Internal Revenue Service Code and be registered as a non-profit corporation with the State of Oregon.
- 2. **Physical Presence in Crook County:** Must have a physical place of business within Crook County.
- 3. **Promotion of Reuse and Recycling:** Must be actively engaged on an ongoing basis in activities that encourage consumers to reuse and recycle consumer and durable goods. These efforts should aim to generate revenue to further the interests of one or more segments of society.

Application Process:

- **Documentation:** Along with your application, please include a copy of your 501(c)(3) form to confirm your organization's nonprofit status.
- **Certification:** Please note that any certification granted is not valid until approved by the County Board of Commissioners.
- Expiration: Be aware that any certification and any unused credit will expire on June 30.
- Deadline: The deadline to receive applications and necessary materials is June 15th.

We encourage you to take advantage of this opportunity to alleviate some of the costs associated with your recycling and reuse activities. To apply, please fill out the attached application form and ensure that you include all required documentation (each applicant will need to turn in a 501(c)(3) form with their application).

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Thank you for your continued commitment to our community and the environment. Should you have any questions or require further information, please do not hesitate to contact us.



Thank You!

Sarah Puerner

Executive Admin Assistant / Communications

Officer

Phone: (541) 447-6555

Physical: 203 NE Court Street, Prineville, OR 97754 Mailing: 300 NE 3rd Street, Prineville, OR 97754

Website: https://co.crook.or.us/



CONFIDENTIALITY NOTICE - This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

[CAUTION:This email originated from outside of the organization. DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe]



Crook County

300 N.E. 3rd Street • Prineville, Oregon 97754 Phone (541) 447-6555 • FAX (541) 416-3891

Crook County Solid Waste Application For A Disposal Fee Credit

Organization: Princulle Senior Center Chantable Trust
Contact Name: Sessica Lewis Phone: 541-447-12844
Address: Po Box 553 Princuille, Or 97754
Physical Address of Place of Business In Crook County, if different from above:
180 NE BOCKnap St. Princeville, dr. 97754

To qualify for a fee credit an organization must be recognized as a non-profit and charitable under sections 501(c) 3 of the Internal Revenue Service Code and be registered as a non-profit corporation with the State of Oregon, A qualified organization must have a physical place of business in Crook County and must be engaged in an ongoing basis in the business of encouraging consumers to reuse and recycle consumer and durable goods in order to generate revenue to further the interests of one or more segments of society. No commercial hauler of municipal waste or any business unit thereof shall also be qualified as a "qualified non-profit organization" under this section. Certification is not valid until approved by the County Court or an official or body it may designate. and any certification and any unused credit shall expire on June 30. Recertification may be applied for starting in April. The credit if approved shall be used to facilitate the disposal of goods received by qualified non-profit organizations for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be returned to consumer use. This credit shall not be used to allow qualified non-profits to dispose of demolition or construction waste associated with facility demolition, construction or remodel, nor shall this credit be used to allow any person, organization or business to avoid the need to dispose of an ordinary volume of municipal waste usually and customarily generated by person, organization or business. Organizations using the credit shall physically segregate from the ordinary and customary wastestream those goods received for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be reused and shall clearly identify the same upon entering the landfill. Only those goods shall qualify for use of the credit. Qualified non-profit organizations using the credit shall comply with all requirements of the landfill related to source separation of recyclable and nonrecyclable materials. The landfill manager is empowered to revoke the certification of any organization which shall fail to comply with the terms of this certification application.

ATTACH TO THIS APPLICATION A COPY OF YOUR FEDERAL LETTER CERTIFYING YOUR NON-PROFIT STATUS (Form 501)
By my signature, I agree to abide by all the terms and conditions herein and the terms and conditions set forth in County Court Order 2006-69.
Passine, title Date: 4/29/24
Office use only:
Form 501 attached: yes no
Credit last year: \$ Credit used last year: \$
Credit approved for current fiscal year: \$

P. O. BOX 2508 CINCINNATI, OH 45201

Date: MAR 1 4 2002

SOROPTIMIST INTERNATIONAL OF PRINEVILLE CHARITABLE TRUST PO BOX 553 PRINEVILLE, OR 97754 Employer Identification Number:
93-1326625
DLN:
17053306000021
Contact Person:
LISA M VAN DER SLUYS ID# 95264
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

SCROPTIMIST INTERNATIONAL OF

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

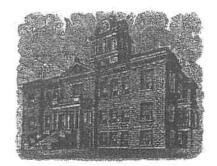
Sincerely yours,

Steven T. Miller

Stern Mill.

Director, Exempt Organizations

Letter 947 (DO/CG)



Crook County

300 N.B. 3rd Street • Prineville, Oregon 97754 Phone (541) 447-6555 • FAX (541) 416-3891

Crook County Solid Waste Application For A Disposal Fee Credit

Organization: Best Care Treatment Senices
Contact Name: Jessica Tucker Phone: 541-323-5330
Address: 1059 NW Madras Hwy Princille, OR 97754
Physical Address of Place of Business In Crook County, if different from above:

To qualify for a fee credit an organization must be recognized as a non-profit and charitable under sections 501(c) 3 of the Internal Revenue Service Code and be registered as a non-profit corporation with the State of Oregon. A qualified organization must have a physical place of business in Crook County and must be engaged in an ongoing basis in the business of encouraging consumers to reuse and recycle consumer and durable goods in order to generate revenue to further the interests of one or more segments of society. No commercial hauler of municipal waste or any business unit thereof shall also be qualified as a "qualified non-profit organization" under this section. Certification is not valid until approved by the County Court or an official or body it may designate. and any certification and any unused credit shall expire on June 30. Recertification may be applied for starting in April. The credit if approved shall be used to facilitate the disposal of goods received by qualified non-profit organizations for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be returned to consumer use. This credit shall not be used to allow qualified non-profits to dispose of demolition or construction waste associated with facility demolition, construction or remodel, nor shall this credit be used to allow any person, organization or business to avoid the need to dispose of an ordinary volume of municipal waste usually and customarily generated by person, organization or business. Organizations using the credit shall physically segregate from the ordinary and customary wastestream those goods received for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be reused and shall clearly identify the same upon entering the landfill. Only those goods shall qualify for use of the credit. Qualified non-profit organizations using the credit shall comply with all requirements of the landfill related to source separation of recyclable and nonrecyclable materials. The landfill manager is empowered to revoke the certification of any organization which shall fail to comply with the terms of this certification application. **Page 128**

ATTACH TO THIS APPLICATION A COPY OF YOUR FEDERAL LETTER CERTIFYING YOUR NON-PROFIT STATUS (Form 501) By my signature, I agree to abide by all the terms and conditions herein and the terms and conditions set forth	
	n .
County Court Order 2006-69.	
Jessica Tucker, Operations Date: June, 3, 2024	
Jessica Tucker, Operations Date: June, 3, 2024 Name, title Manager	
Office use only:	i i
Form 501 attached:	150
Credit last year: \$ Credit used last year: \$	
Credit approved for current fiscal year: \$	112

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 2 9 2004

BESTCARE TREATMENT SERVICES INC PO BOX 1710 REDMOND, OR 97756-0000 Employer Identification Number:
93-1269087
DLN:
17053185747064
Contact Person:
PELICIA JOHNSON ID# 31287
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated October 13, 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Rastern time.

Please keep this letter in your permanent records.

Sincerely yours,

Lois G. Lerner

Director, Exempt Organizations

Rulings and Agreements

Letter 1050 (DO/CG)



Crook County

300 N.E. 3rd Street • Prineville, Oregon 97754 Phone (541) 447-6555 • FAX (541) 416-3891

Crook County Solid Waste Application For A Disposal Fee Credit

Organization: The Humane Society of the Ochocos Thrift Store
Contact Name: Heather Ford Phone: 541-903-0458
Address: 1495 NW Murphy Ct.

Physical Address of Place of Business In Crook County, if different from above:

To qualify for a fee credit an organization must be recognized as a non-profit and charitable under sections 501(c) 3 of the Internal Revenue Service Code and be registered as a non-profit corporation with the State of Oregon, A qualified organization must have a physical place of business in Crook County and must be engaged in an ongoing basis in the business of encouraging consumers to reuse and recycle consumer and durable goods in order to generate revenue to further the interests of one or more segments of society. No commercial hauler of municipal waste or any business unit thereof shall also be qualified as a "qualified non-profit organization" under this section. Certification is not valid until approved by the County Court or an official or body it may designate, and any certification and any unused credit shall expire on June 30. Recertification may be applied for starting in April. The credit if approved shall be used to facilitate the disposal of goods received by qualified non-profit organizations for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be returned to consumer use. This credit shall not be used to allow qualified non-profits to dispose of demolition or construction waste associated with facility demolition, construction or remodel, nor shall this credit be used to allow any person, organization or business to avoid the need to dispose of an ordinary volume of municipal waste usually and customarily generated by person, organization or business. Organizations using the credit shall physically segregate from the ordinary and customary wastestream those goods received for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be reused and shall clearly identify the same upon entering the landfill. Only those goods shall qualify for use of the credit. Qualified non-profit organizations using the credit shall comply with all requirements of the landfill related to source separation of recyclable and nonrecyclable materials. The landfill manager is empowered to revoke the certification of any organization which shall fail to comply with the terms of this certification application.

Page 131

F	Requested credit for this year: (may not exceed \$3,000) \$ \(\bigcup \
	ATTACH TO THIS APPLICATION A COPY OF YOUR FEDERAL LETTER CERTIFYING YOUR NON-PROFIT STATUS (Form 501)
E	By my signature, I agree to abide by all the terms and conditions herein and the terms and conditions set forth in County Court Order 2006-69.
(I	Jame, title Operations Manager Date: May 31, 2024
	Office use only: Form 501 attached:

INTERNAL REVENUE SERVICE DISTRICT DIRECTOR P O BOX 30224 LAGUNA NIGUEL, CA 92607-0224

Date: SEP 1 0 1996

HUMANE SOCIETY OF THE OCHOCOS
PO BOX 851
PRINEVILLE, OR 97754

Employer Identification Number: 93-1187879 Case Number: 956192023 Contact Person: JACK FERGUSON Contact Telephone Number: (714) 360-2588 Accounting Period Ending: December 31 Foundation Status Classification: 170(b)(1)(A)(vi) Advance Ruling Period Begins: September 5, 1995 Advance Ruling Period Ends: December 31, 1999 Addendum Applies:

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Yes

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)

AGENDA ITEM REQUEST



Date:

June 10, 2024

Meeting date desired:

June 18, 2024

Subject:

Resolution 2024-35 – In re Authorizing the County to Cause Abatement of Public Health Nuisance Conditions on a Certain Property

Background and policy implications:

A property at 9860 SW Riggs Road is the subject of Crook County Code Compliance Case No. 21-016, in violation of CCC 8.08 – accumulation of solid waste. The property owners have failed to abate the nuisance within the time provided by the hearings officer. This resolution will permit the County to petition the Circuit Court to enter the property and abate the nuisance and directs the funding from such abatement to come from the County's General Fund.

Budget/fiscal impacts:

TBD, early estimates at \$150,000 abatement cost, to be secured by a lien on the property

Requested by:

John Eisler; Asst. County Counsel John.Eisler@CrookCountyOR.gov 541-416-3919

Presenters:

John Eisler

Legal review (only if requested):

Legal drafted

Elected official sponsor (if applicable):

N/A

BEFORE THE CROOK COUNTY BOARD OF COMMISSIONERS FOR CROOK COUNTY, OREGON

In the Matter of Authorizing the County to *

Cause Abatement of Public Health * Resolution 2024-35

Nuisance Conditions on a Certain Property *

WHEREAS, Crook County Code chapter 8.08 was codified to "protect the public health, safety and general welfare of the people of Crook County, Oregon, and in particular, to protect the people of Crook County from the accumulation of waste and solid wastes on public and private property outside the limits of the incorporated city of Prineville"; and

WHEREAS, the County has received numerous complaints of alleged code violations from community members and neighbors regarding property located at 9860 SW Riggs Road, Powell Butte, OR 97753 (the "Property") and accumulations of automobiles, recreational vehicles, and other solid waste; and

WHEREAS, the County has attempted to cooperatively abate the nuisance at the Property previously through circuit court causes of action numbers VI060265, VI070176, 14VI02063, and 18VI12252; and

WHEREAS, following a hearing in Crook County Code Compliance Case No. 21-016 (the "Code Compliance Case"), on January 17, 2024, the hearings officer found the owners of the Property in violation of Crook County Code 8.08, allowing the accumulation of waste and solid waste on private property and the accumulation of unlicensed/dismantled/inoperable vehicles, included herein as Exhibit A; and

WHEREAS, the owners of the Property were given 21 days to petition the Circuit Court for a writ of review of the Code Compliance Case decision and did not so petition the Circuit Court; and

WHEREAS, the hearings officer granted the owners of the Property 90 days to abate the nuisance, directing staff to return to the Property at the expiration of the 90 days to determine if the nuisance had been abated or to begin the imposition of a \$500 fine per day for the next 30 days; and

WHEREAS, staff returned to the Property at the expiration of the 90 days, on April 24, 2024, and documented their findings which established that the nuisance had not been abated, triggering the daily fine, included herein as Exhibit B; and

WHEREAS, as directed by the hearings officer in the Code Compliance Case, staff then returned to the Property after another 30 days, on May 28, 2024, and documented their findings which

established the nuisance had still not been abated and levied the full \$15,000 total fine, included herein as Exhibit C; and

WHEREAS, the hearings officer in the Code Compliance Case further directed that, should the nuisance at the Property still not be abated following the 90 day and 30 day periods, Crook County shall have the authority to request a warrant from the Circuit Court to enter upon the Property and abate the nuisance under Crook County Code 8.08.090(4), the cost for which shall be lien on the Property; and

WHEREAS, Crook County Code 8.08.090(4) provides that if a violator fails to comply with an order within the time prescribed, the code official may cause the waste that creates the nuisance to be removed by contract, with the cost of removal charged against the violator and the real property, secured by a lien against the real property; and

WHEREAS, ORS 30.315 authorizes counties to maintain civil proceedings against any person or property to enforce its ordinances and resolutions when it seeks to, *inter alia*, enjoin a violation affecting public health and safety or collect a fee; and

WHEREAS, costs for abatements are not included in the County's regular budget process due to their infrequency, and that such funds would need to come from Crook County's General Fund and be added to the supplemental budget process for fiscal year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CROOK COUNTY BOARD OF COMMISSIONERS, as follows:

- 1. The Board authorizes the County cause abatement of the public health hazards present on the Property.
- 2. The cost of said abatement shall be paid out of the Crook County General Fund.
- 3. This resolution shall be effective upon its approval and adoption.

Adopted and signed this 20th day of June, 2024.

Seth Crawford,	County Commissioner
Susan Hermred	ck, County Commissioner
	ck, County Commissioner County Commissioner

CROOK COUNTY BOARD OF COMMISSIONERS

Crook County Code Enforcement Hearing Officer Decision

Case Number: 21-016

Hearing Date: January 17, 2024

Hearings Officer: Alan Rappleyea

Property Owners: Michael Axman, 9860 SW Riggs Road, Powell Butte, Or 97753 (Property

Address) and Karen Kruse 15457 E. 439th Road, Jay, OK 74346

Map: T15-R15-S31-00, Lot 00100

Criteria: Mr. Axman and Ms. Kruse are alleged to have violated County Code, Title 15, Chapter 1504, Expired Permits on a double wide storage building Crook County Code title 8, Chapter 8.08, Accumulation of waste and solid waste on private property and Accumulation of unlicensed/ dismantled/ inoperable vehicles.

Procedures: The hearing was commenced on 1:30 pm on January 17, 2024. I attended by Zoom and most other participants attended at the County hearing room in Prineville, Oregon. Mr. Axman paid the \$250 administrative fee for this hearing. I discussed the procedure for the day, stated that I had no contact or relationship with the parties other that staff communications regarding hearings process and exhibits. I asked if anyone objected to the procedures and heard none.

The order of proceedings was staff presentation with statements and evidence to support staff recommendation. Mr. Louis Seals from the County presented the County's case. This was followed by statements from those opposed to the citation. Mr. Michale Axman, property owner testified. Ms. Kruse was not present. Mr. John Rockwood and Dick James testified in support of Mr. Axman. There was no testimony from other agencies. This was followed by testimony from other parties, Jim Gregory and Rosemary Schaefer but in support of the County's position. Next, I offered an opportunity for rebuttal from both the County and Mr. Axman. After testimony concluded, I ended the public testimony portion of the hearings.

Findings Of Fact: This property is in Crook County. Based on the extensive record in the file including exhibits A-CC in the record which I adopt and incorporate here in and based on the testimony of Mr. Seals I find that the property owners have an unpermitted double wide storage building on his property. I also find that the owners have allowed the accumulation of solid waste and unlicensed, dismantled and inoperable vehicles on their property.

Neither Mr. Axman's testimony nor any other parties testimony disputed Mr. Seals testimony or exhibits describing the violation of the County Codes. I find that based on the record and Mr. Axman's testimony, that Mr. Axman has been communicative with staff and is trying to address these issues and has made effort to remove vehicle, tires and tire rims. However, the County's concern for these violations has been going on since at least April 13, 2021.

I also acknowledge the concerns of the neighbors who testified and who have filed written complaints regarding the potential hazards to allowing waste to accumulate in this fashion.

Conclusions of Law: I find that Mr. Axman and Ms. Kruse have violated County Code Title 15, Chapter 1504, by allowing a double wide storage building on their property without proper permits.

I find that Mr. Axman and Ms. Kruse have violated Crook County Code title 8, Chapter 8.08, allowing the accumulation of waste and solid waste on this private property and the accumulation of unlicensed/ dismantled/ inoperable vehicles.

Upon staff recommendation, I dismiss the code violation of County Code Title 18, Chapter 18.132 of allowing a person to reside in an RV/ Accessory structure full time.

Penalty: The Staff recommendation was to allow a 60-day time period for Mr. Axman and Ms. Kruse to abate the violations. On hearing Mr. Axman's testimony regarding his efforts to clean up the property and his difficulty in paying for this clean up, and because of inclement weather, I will find that he has a 90-day time period to abate the violations from the date of the mailing of this decision to abate the violations.

Mr. Axman and Ms. Kruse must renew the site placement permit through the Crook County building department for double-wide storage building or have that building removed by the end of the 90 days.

Further, Mr. Axman and Ms. Kruse must have all solid waste removed from the property with the exception that Mr. Axman may keep a pile of wood for burning to heat his home as long as the pile is contained in a 30 foot by 30 foot area near his residence.

Mr. Axman and Ms. Kruse must remove from the property all unlicensed, dismantled or inoperable vehicles by the end of 90-days.

Staff are directed to return to the property at the expiration of the 90-day period to determine whether the above listed abatement has occurred. If the violations are not abated, then a fine of \$500 per day for each day the violation is not abated. After the 90-days have expired and Staff have confirmed that abatement has not occurred and the fine of \$500 per day begins to accrue, Staff shall return to the property at the expiration of an additional 30 days to determine if the violations are abated. If the violations are abated, the fine imposed shall be reduced to \$1,000. If the violation is not abated at the end of this 30-days, then the full \$500 per day fine shall be imposed in the amount of \$15.000.

After the 90-day abatement period and the 30-day period where the \$500 per day fine accrues, Staff are also granted the authority to enter on to the property, after obtaining a warrant from Circuit Court, which this decision can be used to establish cause, to abate the nuisance by removing the solid waste and vehicles under Crook County Code 8.08.090(4). The cost of such an abatement shall be a lien on the property.

Mr. Axman and or Ms. Kruse may seek judicial review by filing a petition for writ of review with the circuit court within 21 days of the date of the decision.

Dated this 19th Day of January 2024

Ala G Kypley

Alan A. Rappleyea

Crook County Hearings Officer



CROOK COUNTY COMMUNITY DEVELOPMENT

Code Compliance Division

End of 90 Day Abatement Period Review

RE: Case # 21-016 Axtman / Kruse 9860 SW Riggs Road Powell Butte, OR 97753

Map # 15153100 Lot # 00100

Per the compliance decision provided by Hearings Officer Alan Rappleyea on January 19, 2024 Which stipulated a review of the abatement process after 90 days.

On April 24, 2024 I returned to the property and documented my findings with photos (Attached) Which specifically shows that the abatement process has not yet been completed with regard to the solid waste and vehicles on the property.

Therefore, I find that the property owners have not abated the violations as per the decision and thus the property will begin to accrue a fine of \$500 per day that the violations have not been abated.

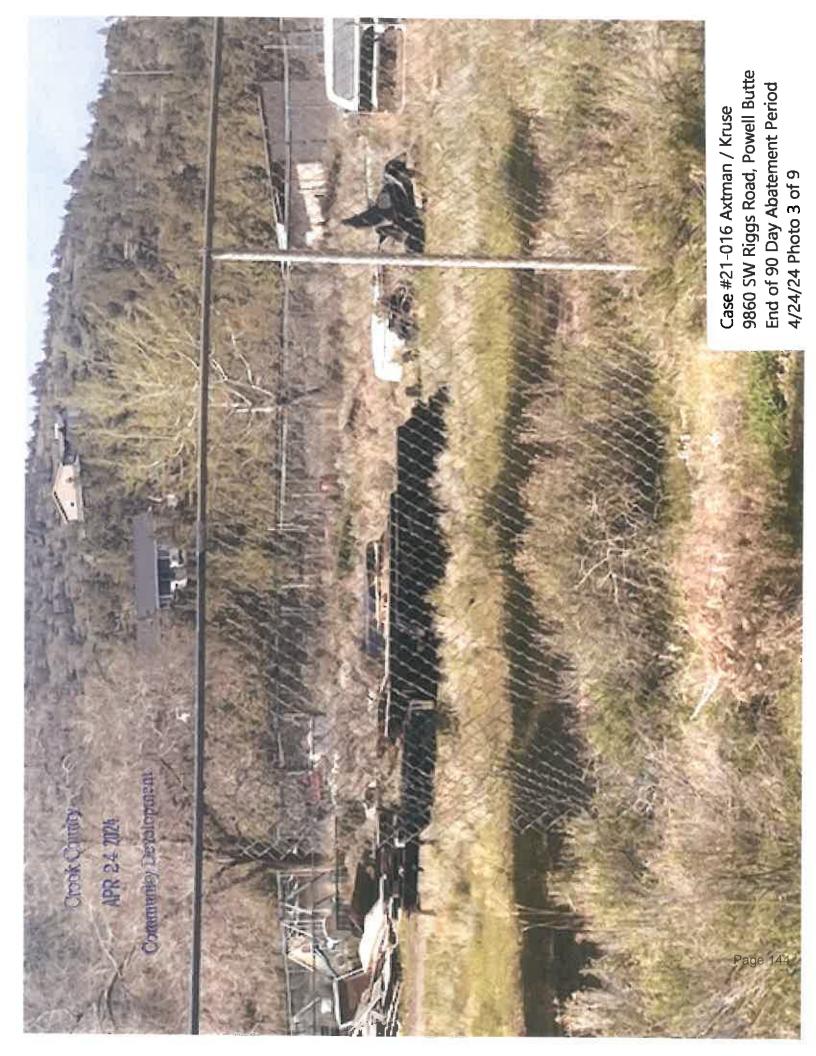
I will continue to monitor the property over the next 30 days. If the violations are abated between April 25, 2024 and May 25th then a fine of \$15,000 will be imposed in the form of a lien.

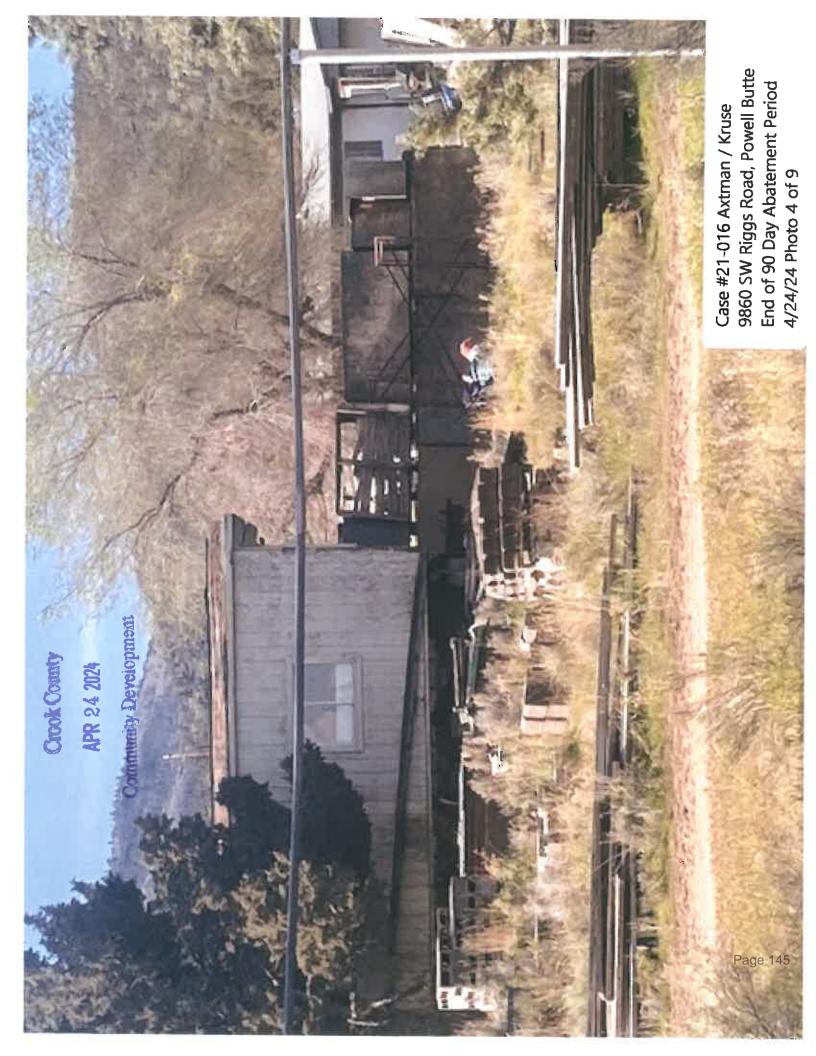
Louis Sealo

Compliance Officer louis.seals@crookcountyor.gov Mobile 541-903-2081



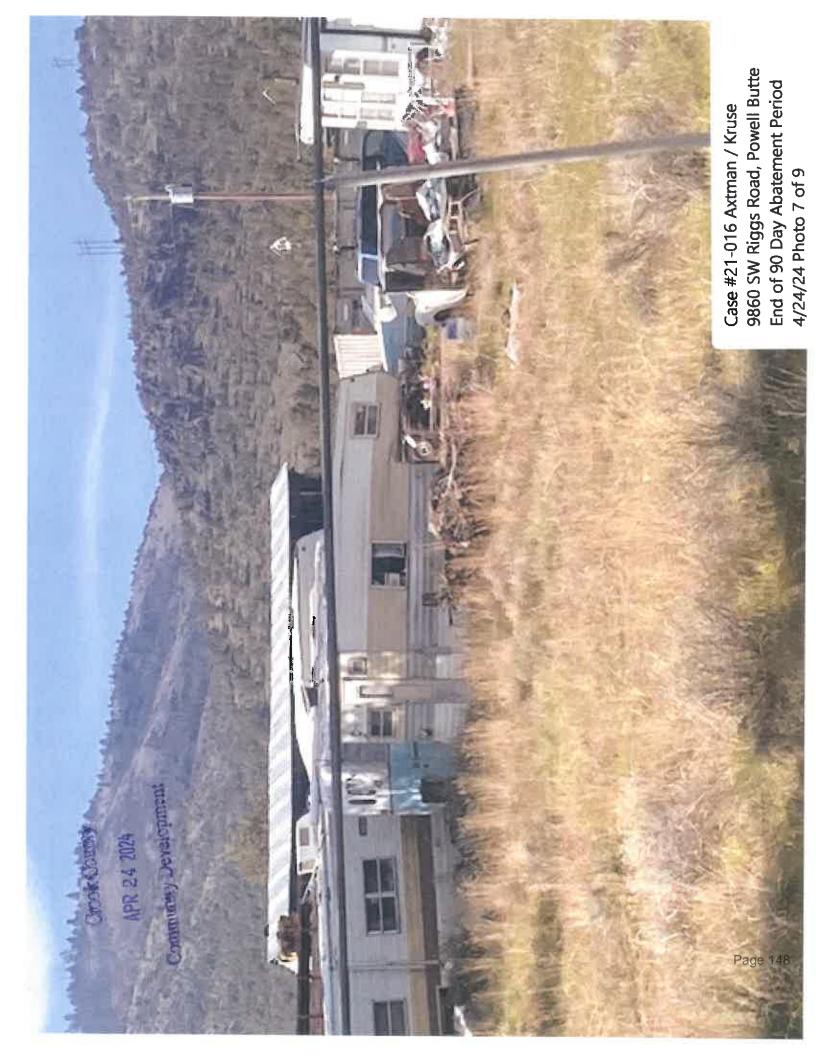




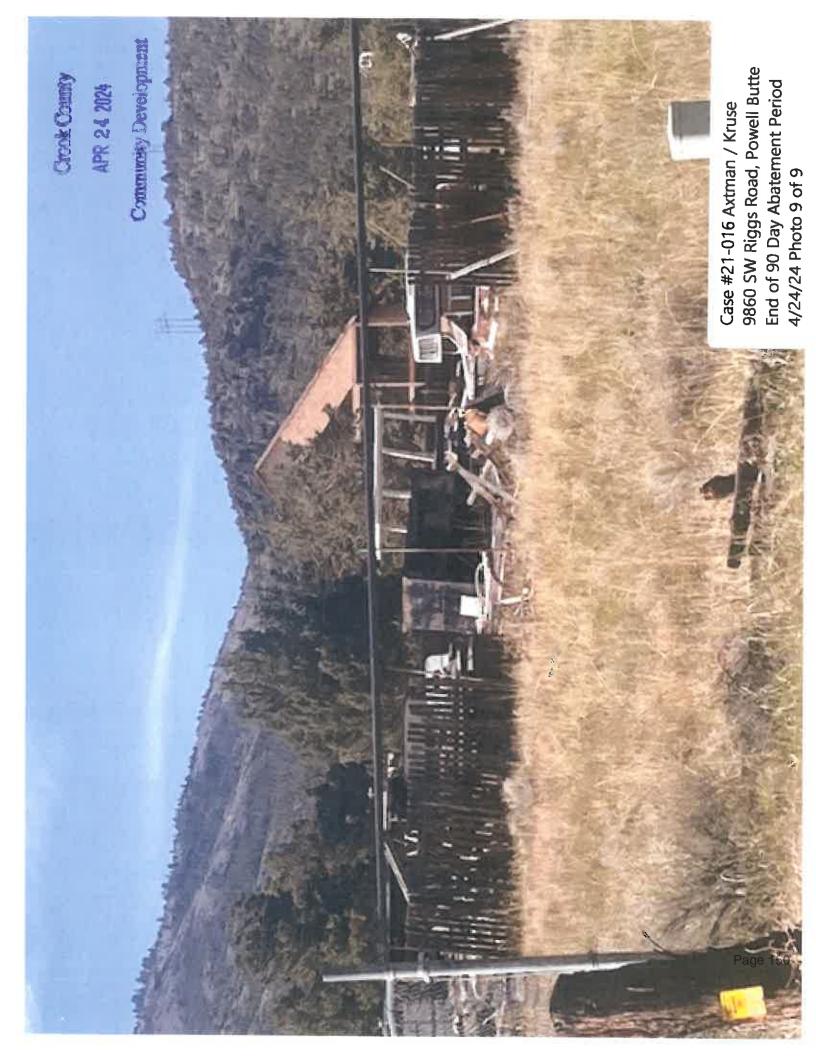














CROOK COUNTY COMMUNITY DEVELOPMENT

Code Compliance Division

End of final 30 Day Abatement Period Review

RE: Case # 21-016 Axtman / Kruse 9860 SW Riggs Road Powell Butte, OR 97753

Map # 15153100 Lot # 00100

Per the compliance decision provided by Hearings Officer Alan Rappleyea on January 19, 2024 Which stipulated a review of the abatement process after 90 days.

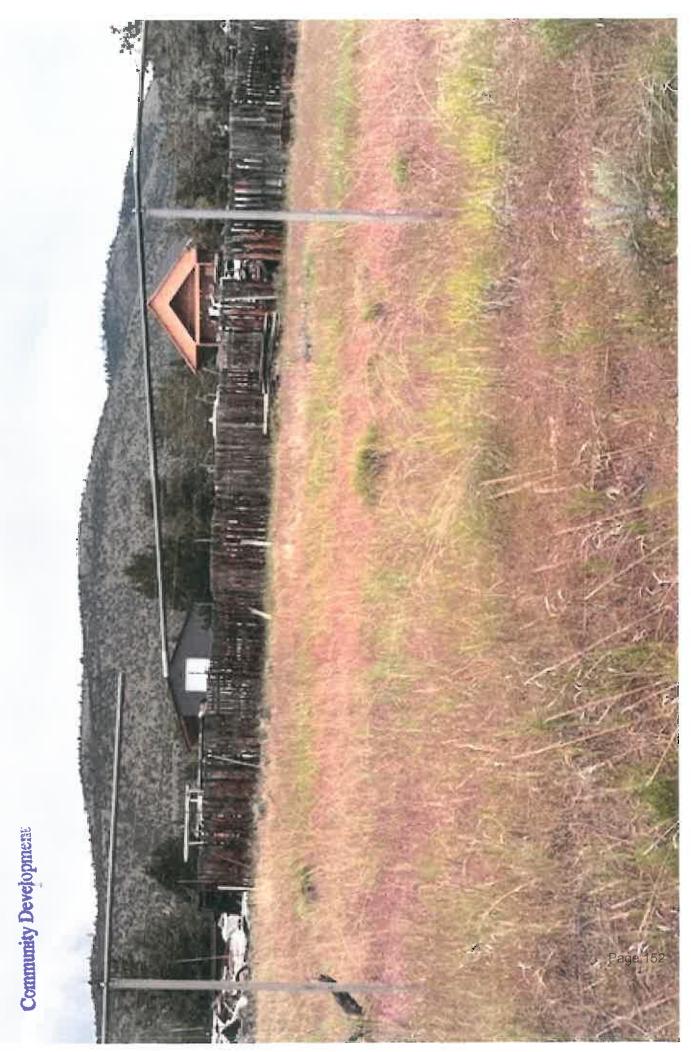
On May 28, 2024, I returned to the property and documented my findings with photos (Attached) Which specifically shows that the abatement process has not yet been completed regarding the solid waste and vehicles on the property.

Therefore, I find that the property owners have not abated the violations as per the decision and thus the property will be assessed a fine totaling \$15,000 as the violations have not been abated.

The status will be shared with county legal counsel for directions on further action in regard to the abatement process moving forward.

Louis Seals

Compliance Officer louis.seals@crookcountyor.gov Mobile 541-903-2081



Crook County

MAY 28 2024



