



CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, October 2, 2024 at 9:00 am

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

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 954 2612 6858; Passcode: 178149

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. **Signature for the HB 4002 BHD grant**
2. **Airport - Services during construction contract / Precision Approach Engineering Inc. Phase II Runway reconstruction project**

DISCUSSION

3. **Recognize Employees with 15+ years of service to Crook County**

Requester: Breyanna Cupp
Executive Assistant

4. **Domestic Violence Awareness**

Requester: Joanna Gardner
Saving Grace Outreach Services Coordinator

5. **Presentation regarding Educational Campus (HUB)**

Requester: Mandi Puckett
High Desert Christian Academy Community Relations Director

6. **Funds to continue Christmas in the Pines**

Requester: Maryann Carbaugh
Presenters: Gail Merritt / Stanley Flynn / Maryann Carbaugh

7. **Informal Bid Selection - Picnic Table Replacement**

Requester: Casey Daly
Fairgrounds Manager

8. Justice Center Janitorial Procurement

Requester: James Preuss
Facilities Director

9. IGA with Jefferson County for Rural Health Equity Integration - Central Oregon Health Council Pass through Grant.

Requester: Katie Plumb
Health and Human Resources Director

10. Endorsement of Jackson County Wildfire Hazard Map Letter to State

Requester: Susan Hermreck
County Commissioner

11. Approval of Order 2024-43 In the matter of adopting the Crook County Equal Employment Opportunity Plan for 2024-2026

Requester: Eric Blaine
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)(f) To consider information or records that are exempt by law from public inspection; and ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

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.

- 12. ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.**
- 13. ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.**

NOTICE AND DISCLAIMER

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 file 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.

CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION.

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 10/01/2024 at 8:27 AM

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):

BHD-25-06 GRANT AGREEMENT
AMENDMENT #1
CRIMINAL JUSTICE COMMISSION
BEHAVIORAL HEALTH DEFLECTION GRANT PROGRAM

This is Amendment No. 1 to Grant Agreement No. BHD-25-06 (“Agreement”) between the State of Oregon, acting through its Criminal Justice Commission (“CJC” or “State”), and **Crook County** (“Recipient”).

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.

2. Amendment to Agreement. The Agreement is hereby amended as follows:

A. The Grant Amount in Section 1 is amended as follows:

Grant Amount: \$150,000.00

B. Section 3.A is amended and restated to include additional disbursements as follows:

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

(1) \$75,000.00 by May 31, 2024;

(2) \$37,500.00 by October 5, 2024; and

(3) \$37,500.00 by March 31, 2025.

C. The Reporting Requirements Schedule stated in Exhibit A is amended and restated as follows:

Schedule

Recipient must submit to CJC quarterly expenditure reports, beginning October 25, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Once Recipient’s program becomes operational, Recipient must submit to CJC’s research partners data reports on a monthly, rolling basis, beginning no earlier than September 1, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC semi-annual reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

3. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON

CROOK COUNTY

acting by and through its
Criminal Justice Commission

By: _____

By: _____

Ken Sanchagrin, Executive Director

Date: _____

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 8/8/24

Samuel B. Zeigler, Senior Assistant Attorney General

AGENDA ITEM REQUEST



Date: 9/13/2024

Meeting date desired: 9/25/2024 (*work session*)

Subject:

**Airport – Services during construction contract / Precision Approach Engineering Inc.
Phase II Runway reconstruction project**

Background and policy implications:

FAA requires airport sponsors to contract with qualified consultants for construction management and services as they relate to FAA/AIP funded projects. Through a master contract PAE has been selected as our airport consultant. This specific contract is for the phase II, runway reconstruction/Services during construction. Services include project schedule, contractor coordination, FAA coordination, FAA reporting, on site quality control, testing and management.

Fees and services have been approved and confirmed with FAA through an independent fee estimate.

Budget/fiscal impacts:

Consultant fees on this contract are \$586,750. Project is being funded by a \$4,025,270 FAA grant and a \$250,000 state grant.

Requested by:

Kelly Coffelt Airport Manager.

Presenters:

Kelly Coffelt – Airport Manager

Legal review (only if requested):

John Eisler



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Seattle Airports District Office
2200 S. 216th Street, Room 1W-420
Des Moines, WA 98198

April 17, 2024

Kelly Coffelt
Airport Manager
300 NE Court Street
Prineville, OR 97754

Prineville/Crook County Airport
Prineville, OR
AIP: 3-41-0051-022-2024
Runway 15-33 Reconstruction (SDC)

Dear Mr. Coffelt:

We have reviewed your scope of work, fee proposal, record of negotiations and Independent Fee Estimate (IFE) for engineering services (construction) by Precision Approach Engineering for the subject project. Based on your analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee proposed for the engineering services have been approved, subject to the following conditions:

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to the availability of funds.
4. Design must conform to FAA standards and specifications.
5. Construction must conform to contract documents.

The following items are approved and appear eligible for federal participation, assuming the associated work is completed.

Engineering Services (construction)	\$586,750.00
--	---------------------

We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is the responsible authority



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Seattle Airports District Office
2200 S. 216th Street, Room 1W-420
Des Moines, WA 98198

regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into.

Based on the submitted record of negotiations, we concur with the listed fees established. The fees are fair, reasonable, and the result of good faith negotiations.

Please provide our office with a copy of the executed engineering agreement.

If you have not done so, please submit the following certification:

- **Sponsor Certification for Selection of Consultants.** This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

If you have questions, please contact me, Chelsea.l.branchcomb@faa.gov or (206) 231-4231.

Sincerely,

Chelsea Branchcomb, PE
Project Manager, SEA-647
Seattle ADO

TASK ORDER NO. 1
RUNWAY 15-33 RECONSTRUCTION AND ASSOCIATED IMPROVEMENTS
PHASE II – SERVICES DURING CONSTRUCTION (SDC)

PRINEVILLE/CROOK COUNTY AIRPORT (S39)
AIP Project No. 3-41-0051-022-2024

Included herein is TASK ORDER NO. 1 to the Professional Services Agreement dated August 21, 2024, hereinafter called CONTRACT, between CROOK COUNTY, OREGON, hereinafter called OWNER, and PRECISION APPROACH ENGINEERING, INC., hereinafter called CONSULTANT.

WHEREAS, the OWNER has defined a PROJECT at Prineville Crook County Airport (S39) and wishes to seek the assistance of the CONSULTANT in accordance with Section A of the CONTRACT for the PROJECT listed above, and further defined in attached Exhibit A, Scope of Services for Services During Construction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

A. EMPLOYMENT OF CONSULTANT

The OWNER hereby employs the CONSULTANT, and the CONSULTANT accepts and agrees to perform the following engineering services to the PROJECT.

1. The OWNER hereby employs the CONSULTANT, and the CONSULTANT accepts and agrees to perform the engineering services for the PROJECT as described in **Exhibit A**, Scope of Services, attached.

B. OWNER'S RESPONSIBILITIES

1. The OWNER shall make available to the CONSULTANT all technical data in OWNER's possession that contain pertinent information required by the CONSULTANT relating to this work.
2. The OWNER shall pay publishing costs for the advertisement of notices, public hearings, requests for bids, and other similar items; pay for all permits and licenses that may be required by local, state, or federal authorities; and secure the necessary land, easements, rights-of-way, required for the project.
3. The OWNER shall provide access to the site as necessary to allow the performance of engineering services.
4. Other OWNER's responsibilities shall be as stated in the Professional Services Agreement.

C. COMPENSATION FOR CONSULTING SERVICES

The OWNER shall pay the CONSULTANT the appropriate fee as complete compensation for all services rendered as herein agreed and as stated in the PROFESSIONAL SERVICES AGREEMENT:

1. The OWNER shall pay the CONSULTANT for the SERVICES DURING CONSTRUCTION set forth in Exhibit A, attached, according to the labor rates shown in Exhibit B, attached, and direct non-salary expenses at actual cost. The maximum estimated total cost for these services is **FIVE HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED FIFTY Dollars (\$586,750)**.
2. Any amount over the maximum estimated cost for the services as set forth in Exhibit A because of a scope of work changes will be negotiated and agreed upon between the OWNER and the CONSULTANT in writing prior to the beginning of additional work.

3. The OWNER recognizes that the CONSULTANT does not control the construction schedule and that the compensation for services is dependent upon the actual time expended by the OWNER and by the Construction Contractor for construction. If the OWNER and the CONSULTANT agree that more effort than is budgeted is required to complete the construction work, the maximum estimated fee shown in C-1 above shall be increased accordingly.
4. In the event that engineering services are required in connection with this project beyond 2024, the Consultant's Hourly Rates shall be adjusted to conform with the CONSULTANT's standard rates as established for the subsequent years.
5. The CONSULTANT's direct nonsalary expenses are defined as the costs incurred on or directly for the PROJECT, other than payroll costs. Such direct nonsalary expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the CONSULTANT. Direct nonsalary expenses shall include, but not be limited to, necessary transportation costs, including mileage at the current rate per mile allowed by the IRS when automobiles are used and standard rates when aircraft are used, meals and lodging, laboratory tests and analyses, equipment rental, postage, shipping, printing, binding, and copying charges.

The CONSULTANT shall have the option to charge Construction Observer expenses in lieu of as stated above, as follows:

- Meals and lodging incurred by the Construction Observer(s) will be invoiced as per diem at the current standard rate allowable by the Internal Revenue Service. The Consultant shall not be required to provide documentation for meals, lodging, and incidental expenses that do not exceed the daily rate.”

D. AUTHORIZE SIGNER

Each person signing this Amendment represents and warrants that they are duly authorized and has the legal capacity to execute and deliver this Task Order to Professional Services Agreement.

WITNESSETH that the parties hereto do mutually agree to all mutual covenants and agreements contained within the CONTRACT.

CROOK COUNTY, OREGON

By: _____
Seth Crawford, Commissioner

Date: _____

By: _____
Brian Barney, Commissioner

Date: _____

By: _____
Susan Hermreck, Commissioner

Date: _____

PRECISION APPROACH ENGINEERING, INC.

By: Colby McFarland

Title: President

Date: 9/13/2024

p:\c\cco010-rw 15-33 recon\0000con\0030contract\to#1\to#1_cco010-rw15-33recon_sdc.docx

EXHIBIT A
SCOPE OF SERVICES FOR

**RUNWAY 15-33 RECONSTRUCTION AND ASSOCIATED IMPROVEMENTS:
PHASE II – SERVICES DURING CONSTRUCTION (SDC)**

PRINEVILLE/CROOK COUNTY AIRPORT (S39)
AIP Project No. 3-41-0051-022-2024
February 2024

PROJECT DESCRIPTION/JUSTIFICATION

This Phase II: Construction project is the final phase that will relocate the RW 33 threshold, widen and reconstruct Runway 15-33, and relocate both connector taxiways to the relocated RW 33 threshold at the Prineville-Crook County Airport (S39). Crook County (CC) owns and operates the Airport.

This Runway 15-33 project has been divided into two phases:

- Phase I: AGIS Survey, Design Survey, Geotechnical Investigation, Engineering Design & Bidding Services (nearing design and bidding completion-AIP 3-41-0051-021-2023)
- Phase II: Construction and Engineering Services During Construction (SDC) – (this scope of work-AIP 3-41-0051-022-2024)

Runway 15-33

Records indicate that Runway 15-33 was originally constructed sometime in the early 1940s, and per the current Airport Masterplan (2018), airport improvements aimed at increasing the efficiency and safety of the Airport date back to the 1960s when Runway 15-33 was lengthened and paved. Other important projects in the '60s and '70s included the addition of a low intensity lighting system and a second extension of Runway 15-33. Addition records also indicate that Runway 15-33 received a 1.5" asphalt maintenance overlay in 2000 and crack sealing and slurry seal projects in 2012 and 2015, respectively. The crack sealing and slurry seal projects were likely completed as part of the state's Airport Pavement Maintenance Program (PM).

The Oregon Department of Aviation's recent Pavement Evaluation/Maintenance Management Program Report (2017) identified that Runway 15-33 pavements had a PCI value in 2017 of 65-68 ("Fair"), with a project PCI value in 2027 of 37-40 ("Very Poor").

In addition to reconstructing the existing Runway 15-33 pavements, this project will address two Federal Aviation Administration (FAA) design standard changes that the current (2018) Airport Masterplan identified:

1. Runway 15-33 Width (existing width = 40 ft): per the current Airport Masterplan (2018), the Runway Design Code (RDC) for Runway 15-33 is currently B-I (small) and is to remain B-I (small) into the future. The minimum runway width to meet RDC=B-I (small) is 60 ft. For this reason, this project will widen the RW to 60 ft.
2. Runway 33 Threshold Relocation: Currently, adjacent to the Prineville-Crook County Airport (PCCA), State Highway 126, the Ochoco Highway, passes through the Runway Protection Zone (RPZ) of Runway 33. Per Federal Aviation Administration (FAA) standards, roadways are considered incompatible land use within an RPZ. For this reason, the FAA has determined that relocation of the Runway 33 threshold is required to correct the incompatible land use. This project will, therefore, relocate the existing Runway 33 threshold approximately 517 ft north to remove the overlap of the RPZ and the state highway.

FAA has also recently determined that Runway 15-33 will require a Magnetic Variance (MagVar) Change to the designation Runway 16-34. FAA has determined that this work should be completed as part of this current runway project. FAA and CC have determined that this work should be completed as part of this current Runway project. Project work elements associated with the MagVar change include associated runway pavement marking and associated airport signage updates.

In addition to the runway widening and the threshold relocation, this project will also include the following work items: Construction of two new connector taxiways serving runway 33 (both sides of the runway), installation of a new runway Medium Intensity Lighting (MIRL) system, new runway signage, update the runway pavement marking, removal of existing Runway 33 (and associated connector taxiway) pavements, complete runway Shoulder/RSA grading (RSA, ROFA, RSA beyond RW ends), and complete associated storm drain and electrical improvements.

Specific work elements included in this project:

- Reconstruct (full depth) and widen Runway 15-33 (16-34) pavements (existing width = 40 ft, widened to 60 ft to meet B-I small standards)
- Runway 33 Threshold Relocation, approximately 517 ft to the north
- Construction of a new connector taxiway from the main apron (near the fuel system) to the relocated RW 33 threshold
- Construction of a new connector taxiway from the existing aircraft hangars southeast of RW 33 to the new relocated RW 34 Threshold
- Removal of existing pavement beyond the new RW 34 threshold (includes removal of existing connector taxiways)
- Install new RW 16-34 Medium Intensity Runway Lighting (MIRL) system
- Install new Mandatory Guidance Signs for Runway 16-34 (incorporating MagVar change)
- Associated electrical improvements (includes miscellaneous improvements in the Electrical Equipment Building (EEB))
- Install new underdrains at new Runway 15-33 (16-34) structural edge of Runway
- Install new underdrains along new connector taxiways
- Associated drainage improvements
- Runway shoulder/RSA grading (RSA, ROFA, RSA beyond RW ends) and Taxiway shoulder/TSA grading (TSA and TOFA) within project limits
- New Runway 16-34 Pavement Marking (MagVar change)
- New Taxiway pavement marking

Airports Geographic Information System (AGIS) Survey

Additionally, and because the RW 33 threshold relocation project is an FAA Safety Critical project, this Phase II: Construction project will also complete an “As Built” AGIS Survey, including Safety Critical and As-Built data collection.

The FAA has determined that both phases of this project and all elements of work are justified and eligible for funding through the FAA’s Airport Improvement Program (AIP) grant program. This Phase II: Construction (this scope of work) project is currently programmed to be funded this year with a FY 2024 AIP grant, and the Phase II: Construction project is anticipated to be completed in late fall 2024 and spring 2025.

ESTIMATED CONSTRUCTION COSTS

A planning level construction cost opinion prepared in the winter of 2023 estimated construction costs of this project at approximately \$4.3 million for construction.

CONSULTANT ELEMENTS OF WORK

Precision Approach Engineering, Inc. (PAE) and its subconsultants will provide construction administration and observation services during construction (SDC) to assist S39 as listed in the Scope of Services below. Construction of improvements will follow the project Contract Document and the Federal Aviation Administration (FAA) standards and guidelines.

ANTICIPATED PROJECT SCHEDULE

It is anticipated that services associated with this Phase II – SDC work will be completed over 24 months (July 2024 – June 2026) and will generally occur as outlined below:

- Project coordination/management is anticipated to occur July 2024 – June 2026
- Project pre-construction work is anticipated to occur July-September 2024
- Project construction is planned to be completed over two (2) construction seasons-Fall 2024 and Spring 2025:
 - 1-2 months of construction is anticipated to occur October - December 2024
 - Project Winterization is anticipated to occur December 2024 – April 2025
 - 2 months of construction is anticipated to occur May – August 2025
- Project completion/grant closeout is anticipated to be completed by June 2026

SERVICES DURING CONSTRUCTION (SDC) - SCOPE OF SERVICES

Task 1 – Project Administration/Management

PAE will manage internal project efforts and coordination with S39, FAA, Stakeholders, and subconsultants.

PAE’s specific responsibilities/activities consist of:

- 1.1 Project management/administration
- 1.2 S39/contractor/user coordination
- 1.3 FAA communications, coordination, and information exchange
- 1.4 Develop documents to be used by S39 for solicitation of an Independent Fee Estimate (IFE) and provide coordination and support info as requested by S39
- 1.5 Prepare draft and final FAA grant application packages (SF424, SF5100-100, DOT Title IV, CIP data sheet, Pre-award checklist, and sponsor certifications) for S39 review and submittal to FAA
- 1.6 Contracting with S39 (includes the development of detailed scope of work, Draft and Final)
- 1.7 Coordinate with S39, develop and maintain the overall project/grant schedule
- 1.8 Coordination, communication, and contracting with subconsultants, includes the development of detailed subconsultant scope of work
 - Independent Acceptance Testing
 - Electrical Engineer
 - Miscellaneous Survey Support
 - Post Construction “As Built” AGIS Survey

- Storm Drainpipe Post Installation Inspection
- 1.9 In-house file and network management (anticipate up to 24 months)
- 1.10 Project Invoicing (anticipate up to 24 months)
- 1.11 Preparation of FAA required Quarterly Performance Reports (anticipate up to 8 submittals)
- 1.12 Provide DBE Uniform annual reporting – prepare annual FY summary of DBE participation (draft FAA “Uniform Report of DBE Awards or Commitments and Payments”) and input into FAA Civil Rights Connect system for DBE Liaison Officer (DBELO) review and submittal, with 1 telephonic meeting with DBELO per year to review reporting data and incorporation of 1 round of FAA Civil Rights staff comments followed by an updated submittal per year (anticipate 3 years of reporting – 2024, 2025, and 2026)
- 1.13 FAA Civil Rights Title VI support services
 - a. Prepare Title VI Plan based on FAA template dated 12/5/2022. Also includes data collection, information distribution, general support, coordination with Title VI Coordinator, and support services to S39 for submittal of Title VI Plan to FAA Civil Rights
 - b. Prepare Title VI Community Participation Plan (CPP) based on FAA template dated 8/30/2023. Also includes data collection, information distribution, general support, coordination with Title VI Coordinator, and support services to S39 for submittal of the Title VI Plan to FAA Civil Rights
 - c. Provide CPP Reporting (2 cycles) – Prepare annual FY summary report of CPP efforts and results, and comments for incorporation into the Airport’s Title VI Plan (FY 2025 and 2026)
- 1.14 Assist S39 with annual SF 425/SF 271 reporting at the end of the Federal Fiscal Year (anticipate 3 years – 2024, 2025, and 2026)

Deliverables:

- Project schedule
- Monthly invoices
- FAA Quarterly Performance Reports
- Title VI Plan, Title VI CPP and annual summary submittals (Draft and Final submittals)
- FAA annual reports (DBE, SF 425 and SF 271)

Task 2 – Project Startup/Contract Award

PAE will assist S39 staff with contract award.

PAE’s specific responsibilities/activities consist of:

- 2.1 Assist S39 with writing and issuing the Contractor’s Notice of Award Letter
- 2.2 Prepare conforming contract documents containing the contract, bonds, proposal, and other signature forms (anticipate up to 5 documents prepared – S39, Crook County, Contractor, FAA, and PAE)
- 2.3 Collect and compile contractor and subcontractor DBE contract data and set up DBE project files
- 2.4 Assist S39 with writing/issuing the Notice to Proceed (NTP) letters (anticipate 3 – NTP, NTP for Onsite Construction Fall 2024, and NTP for Onsite Construction Spring 2025)
- 2.5 Review and coordinate revisions to the Contractor’s proposed work schedule (anticipate 1 round of revisions)

- 2.6 Prepare and conduct two (2) pre-construction conferences (fall 2024 construction and spring 2025 construction) at S39 Airport (per FAA AC 150/5370-12B). The PM and Construction Observer to attend the meetings, includes meetings prep and travel time

Deliverables:

- Draft NTP's and NTP for Onsite Construction for S39 use
- Conforming Contract Documents (4 documents)
- Pre-construction conference meetings agenda/checkoff list
- Pre-construction meeting minutes, if requested

Task 3 – Pre-construction Work

In preparation for construction, PAE will perform pre-construction activities.

PAE's specific responsibilities/activities consist of:

- 3.1. Incorporate addenda and provide electronic drawing files to Contractor – 75 drawings (requires converting CAD files to Contractor useable format prior to providing to Contractor)
- 3.2. Review Contractor submittals and material certifications (estimate 20-25 civil submittals, including P-401 Asphalt Mix Pavements)
- 3.3. Electrical Engineer - Review of electrical submittals (estimate 10-15 submittals)
- 3.4. Review Contractor-provided Contractors Quality Control Program/Plan (CQCP) and provide 1 round of comments to the Contractor
- 3.5. Prepare Construction Management Plan (CMP) with Contractor and testing laboratory input and submit to FAA for review and approval
- 3.6. Conduct Quality Control (QC)/Quality Assurance (QA) workshop at S39 Airport. PM and lead construction observer to attend the meeting, includes meeting prep and travel time
- 3.7. Review Contractor-provided Safety Plan Compliance Document (SPCD) to the Construction Safety and Phasing Plan (CSPP) and provide comments to Contractor
- 3.8. Conduct an airport stakeholders and users' project kickoff meeting. Project Manager and lead construction observer to attend includes meeting prep and travel time
- 3.9. Set up construction files

Deliverables:

- Electronic drawing files to S39, FAA, and Contractor
- Project Submittal review comments
- Electrical Submittal Reviews
- Contractors Quality Control Program/Plan (CQCP) review comments
- Construction Management Plan (CMP) submittal to S39 and FAA
- Safety Plan Compliance Document review comments
- Meeting minutes, if requested

Task 4 – Construction Services - 93 Calendar Day On-site Construction Duration

Project Manager Services During Construction Management/Coordination during the Construction phase (anticipate up to 14 weeks for construction).

PAE's specific responsibilities/activities include:

Services During Construction Management/Coordination (Project Manager) for the duration of the project. PAE's specific responsibilities/activities include:

- 4.1 Correspondence with S39, FAA, and Contractor during construction (anticipate 2 hrs/week)
- 4.2 Participate in weekly progress meetings with S39 and Contractor, review work completed and work in progress (Up to 14 weekly meetings)
 - a. Attend up to 10 weekly progress meetings via on-line conference – anticipate 2 hrs/week, includes meeting prep and meeting follow up
 - b. On-site attendance for up to 4 weekly construction meetings. Each on-site visit will include meeting attendance and time for PM site visit. Anticipate 6 hours on-site for each site visit, plus travel time
- 4.3 On-site support of construction activities - up to 2 additional, 1-day site visits, including travel time
- 4.4 Project Manager services during Winter 2025 (project winterization) - anticipate up to 4 months of project winterization (no -onsite work)
 - c. Attend up to 4 project coordination meetings during winterization via on-line conference – anticipate 2 hrs/meeting, includes meeting prep, meeting, and meeting follow up
 - d. Correspondence with S39, FAA, and Contractor during project winterization (anticipate 6 hrs/month)
- 4.5 Prepare contract change orders and supplemental agreements with associated cost justifications as necessary (anticipate up to 2)
- 4.6 Respond to Contractor's requests for information (RFI) – anticipate up to 6
- 4.7 Prepare monthly pay estimate and letter to S39 recommending payment - includes PM and administrative support time (anticipate up to 7 total, 5 partial pay estimates and 1 Final quantity payment and 1 Release of Retainage payment)
- 4.8 Conduct a substantial completion walkthrough. PM Site visit, including travel time
- 4.9 Prepare punch list items as necessary
- 4.10 Prepare a draft substantial completion letter for S39 use
- 4.11 Construction administration and coordination with construction observer (anticipate 4 hrs/wk) during construction
- 4.12 Project Electrical Engineer Services During Construction - Electrical Engineer will provide miscellaneous field and office support services during construction. The specific Electrical Engineer responsibilities/activities consist of:
 - a. Respond to Contractor's requests for information (RFI) for Contractor's electrical work
 - b. Participate in weekly progress meetings (via on-line conference) with S39 and Contractor to review work completed and work in progress (anticipate up to 14 weekly meetings – anticipate 2 hrs/wk)
 - c. Assist with preparation of contract change orders and supplemental agreements as required for Contractor's electrical work (anticipate support for up to 1 electrical change order)
 - d. Provide coordination and support during commissioning of the new electrical equipment and systems installed, anticipate one (1), 8-hour day on-site, plus travel time and expenses

- e. Prepare, electrical systems specific, punchlist
- f. Prepare, electrical systems specific, Final Acceptance Letter

Construction Observation and Administrative Support – Assume 82 Work Days of On-site Construction. Provide full-time lead construction observer(s), and one part-time administrative support staff to monitor general conformance with plans and specifications as follows:

- 4.13 Construction Phase 1 (Fall 2024): 42 Calendar Days, assume 36 workdays on-site
 - a. One full-time (on-site) construction observer – 12-hour shifts for up to 36 workdays
 - b. One part-time (not on-site) construction administrative support staff - 4 hours per week for 6 weeks
- 4.14 Construction Phase Winter 2025 (project winterization): anticipate up to 4 months of project winterization (no -onsite work)
 - a. Coordinate and attend up to 4 project coordination meetings during winterization via on-line conference – anticipate 3 hrs/meeting, includes meeting prep, meeting, and meeting follow up
 - b. Correspondence with S39, and Contractor during project winterization (anticipate 6 hrs/month)
- 4.15 Construction Phase 2 and 2A (Spring/Summer 2025): 16 Calendar Days, assume 16 workdays on-site
 - a. One full-time lead construction observer – 14-hour shifts for 16 work days (daytime)
 - b. One part-time construction observer – 14-hour shifts for 16 work days (nighttime)
 - c. One part-time (not on-site) construction administrative support staff - 10 hours for Phase 2 and 2A
- 4.16 Construction Phase 3 (Spring/Summer 2025): 5 Calendar Days, assume 5 workdays on-site
 - a. One full-time lead construction observer – 16-hour shifts for 5 work days (daytime)
 - b. One part-time (not on-site) construction administrative support staff - 4 hours for Phase 3
- 4.17 Construction Phase 4 and 4A (Spring/Summer 2025): 28 Calendar Days, assume 24 workdays on-site
 - a. One full-time (on-site) construction observer – 16-hour shifts for up to 5 workdays
 - b. One full-time (on-site) construction observer – 12-hour shifts for up to 19 workdays
 - c. One part-time (not on-site) construction administrative support staff - 4 hours per week for 4 weeks
- 4.18 Construction Phase 5 (Spring/Summer 2025): 2 Calendar Days, assume 2 workdays on-site
 - a. One full-time (on-site) construction observer – 12-hour shifts for up to 2 workdays

In addition to construction observation to monitor Contractor’s general conformance with the contract documents, day-to-day (on-site) construction observation time noted above also includes:

- Correspondence with S39, Contractor and PAE Project Manager
- Prepare daily and weekly inspection reports; weekly inspection reports to follow FAA format and will include photos representing work performed/completed for the work period
- Participate in weekly progress meetings with Contractor, S39

- Coordinate with users/airport operations at the beginning and end of each phase during construction
- Assist with the preparation of pay estimates for Contractor's completed work, including field measurement and CAD time to verify quantities
- Coordinate with S39 for issuance of required NOTAMs
- Review acceptance testing and Contractor's quality control testing results
- Assist with the preparation of contract change orders and supplemental agreements as required
- Review and verify Contractor's submitted certified payroll for prevailing wage compliance
- Perform wage rate interviews
- Review Contractor's survey data/field survey
- Conduct a substantial completion walkthrough with S39
- Prepare punch list items as necessary

4.19 Additional Construction Observation services/costs not included in the time noted above:

- a. Time on-site prior to the start of construction for construction observer to set up field office and hold project meetings; and time on-site after construction completion to demobilize field office and debrief the project with Owner (up to 2 day) – total of 2-8 hrs days)
- b. Construction observer travel from Corvallis, OR to and from S39 during construction duration (anticipate up to 6 round trips)
- c. Assist with preparation of Final quantity payment and Final Release of Retainage payment – anticipated to occur after completion of construction

4.20 Additional administrative support staff services/costs not included in the time noted above:

- a. Review and monitor Contractor compliance with Disadvantage Business Enterprise (DBE) and Equal Employment Opportunity (EEO) contract requirements, includes contractor DBE utilization monitoring and data collection, and prompt payment data – anticipate 4 hrs per month during construction – anticipate 4 months

Deliverables:

- Weekly inspection reports to S39 and FAA
- Monthly pay estimates, including a letter recommending payment to the Contractor
- Project and Electrical RFI responses
- Project and Electrical systems punchlist
- Contract change orders/supplemental agreements/RFI responses as required
- Wage rate interviews
- Punch list documenting construction deficiencies noted during substantial completion inspection, including Electrical Punchlist items
- Electrical Systems Final Acceptance Letter
- Draft Substantial Completion letter for S39 use

4.21 Quality Assurance Inspection and Testing Services during Construction:

Employ certified laboratory to perform P-401 (Bituminous Surface Course) and P-610 (Portland Cement Concrete) Quality Acceptance sampling and testing in conformance with FAA AC 150/5370-10H.

The subconsultants specific responsibilities/activities consist of:

a. Independent Acceptance Testing

Provide P-401 and P-610 acceptance sampling and testing

The responsibilities/activities consist of:

1. Project Management/Administration
2. Prepare and submit daily testing results
3. Prepare and submit a draft report summarizing all testing results for PAE review
4. Prepare Final Report summarizing all testing results for project closeout
5. Mobilization of the lab including: MOB to site; setup, calibration, and maintenance of all laboratory equipment; consumables; and demobilization from project site including cleanup
6. P-401 Asphalt Mix Pavements testing (1.5 technicians/shift, up to 14 hours/shift, Mon. – Sat.) estimated 6,390 tons and up to 12 paving shifts
 - a) Phase 2 and 2A (Spring/Summer 2025)–Test strip: anticipate 1 paving shift
 - b) Phase 3 (Spring/Summer 2025) – anticipate 4 paving shifts
 - c) Phase 4 and 4A (Spring/Summer 2025) – anticipate up to 7 paving shifts
7. P-610 Concrete testing (anticipate up to 7 total concrete pours)
 - a) Phase 1 (Fall 2024) - anticipate up to 2 concrete pours
 - b) Phase 2 and 2A (Spring/Summer 2025) – anticipate up to 2 concrete pours
 - c) Phase 3 (Spring/Summer 2025) – anticipate up to 1 concrete pours
 - d) Phase 4 (Spring/Summer 2025) – anticipate up to 2 concrete pours

Air Content and Slump

Prepare and cure cylinders

Cylinder compressive strength testing – 7, 14 and 28 day results

Deliverables

- Daily test results submitted to PAE
- Draft and Final report summarizing all testing results
- P-610 testing reports submitted to PAE
- Final testing report to be included in FAA project closeout package

4.22 Storm Drain Pipe Post Installation Inspection

Storm Pipe Inspection subconsultant will provide inspection and documentation of the new storm pipe installed (per FAA AC 150/5370-10H, Item D-701 Pipe Storm Drains and Culverts).

The specific responsibilities/activities consist of:

- a. Clean or flush all storm lines prior to inspection
- b. Inspection and evaluation of reinforced concrete pipes (approx. 540 LF) - inspection, evaluation, and reporting will be in accordance with ASTM C1840, “Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe
- c. Inspection and evaluation of flexible pipes (approx. 780 LF) - inspection will include evaluation for rips, tears, joint separations, soil migration, cracks, localized buckling, settlement, alignment, and deflection
- d. Prepare and submit inspection reports for reinforced concrete pipes and flexible pipes
 1. The inspection report for flexible pipe will, at a minimum, include the deflection results and final post-installation inspection report, a copy of all video taken, pipe location identification, equipment used for inspection, inspector name, deviation from design line and grade, and inspector’s notes
 2. The inspection report for reinforced concrete pipe will include results of all inspection/evaluation items outlined in ASTM C1840, the final post-installation inspection report, a copy of all video taken, pipe location identification, equipment used for inspection, inspector name, deviation from design line and grade, and inspector’s notes

Deliverables

- Draft Inspection Report
- Final Inspection Report to be included in FAA project closeout package

Task 5 - Post Construction “As-Built” AGIS Survey

Per FAA Advisory Circular (AC) 150/5300-18B (18B), the Airports GIS Transition Policy dated August 23, 2012, and FAA NWMR Engineering Guidance 2013-04 the following Safety-Critical Project activity triggers AGIS Survey requirements:

- Relocate or move a runway end or threshold more than 1 foot longitudinal

Per discussions with the FAA, the Predesign Phase I scope of Work for this project included completion of an “As Design” AGIS Survey in compliance with ACs 150/5300-16A, 150-5300-17C, and 150/5300-18B-Change 1. This scope includes completion of an “As Built” AGIS Survey incorporating the following elements from Table 2-1 of the 18B AC:

- Navigational Aid Siting: Visual
- Construction: Airside
- Pavement Design, Construction, Rehabilitation or Roughness

Including additional data as listed below.

AGIS Subconsultant will provide the necessary airspace analysis, airport geodetic control, ground survey, and associated aerial imagery.

PAE will submit data collected and required deliverables, in the specified format(s), as outlined in the appropriate advisory circulars. Data submissions to the FAA will be electronic, through the program’s website at <https://adip.faa.gov/>. The website also provides guidance on the proper preparation of data for the National Geodetic Survey (NGS) for submission and verification.

PAE and AGIS Subconsultant’s specific responsibilities/activities consist of:

- a. “As Built” AGIS survey elements for Airport and Runway 11-29 as listed in Table 2-1 of 18B including:
- *Provide Statement of Work*
 - *Provide a Survey and Quality Control Plan*
 - *Provide Remote Sensing Plan*
 - *Establish or validate Airport Geodetic Control (S39 does not currently have PACs or SACs)*
 - *Perform, document and report the tie to National Spatial Reference System (NSRS)*
 - *Survey Runway end(s)/threshold(s) – (RW 16-34)*
 - *Monument Runway end(s)/threshold(s) – (RW 16-34)*
 - *Document Runway end(s)/threshold location(s) – (RW 16-34)*
 - *Determine or validate Runway length – (RW 16-34)*
 - *Determine or validate Runway width – (RW 16-34)*
 - *Determine the Runway profile using 50-foot stations – (RW 16-34)*
 - *Determine the touchdown zone elevation (TDZE) – (RW 16-34)*
 - *Determine or validate and document the position of navigational aids*
 - *Perform or validate and document an airport airspace analysis - (Non-Vertically Guided: RW 16, 34)*
 - *Collect or validate and document airport planimetric data - (project limits)*
 - *Perform or validate a topographic survey - (project limits)*
 - *Document features requiring digital photographs*
 - *Document features requiring sketches*
 - *Collect imagery*
 - *Provide a final Project Report*
- b. PAE AGIS data review and submittal – PAE will review the AGIS survey data and required deliverables, and coordinate submission of deliverables to FAA for review.

Deliverables:

- “As-Built” AGIS survey updates and associated required deliverables in the formats specified in advisory circular 150/5300-16A, 150-5300-17C, and 150/5300-18B-Change 1 to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program’s website at <http://airports-gis.faa.gov> .

Task 6 – Project Closeout - (per NWMR Engineering Guidance 620-05)

PAE will assist S39 with the closeout of the project.

PAE’s specific responsibilities/activities consist of:

- 5.1 The Project Manager to coordinate, and the construction observer and PM to attend the final inspection, includes PM travel time – anticipate Final inspection to occur while construction observer is still onsite as outlined in Task 4 above
- 5.2 Obtain release of liens from prime contractor and subcontractors
- 5.3 Compile and summarize DBE data to be included in the final construction/project report – anticipate up to 6 hrs
- 5.4 Draft final completion letter for S39 use

- 5.5 Create Electronic AutoCAD Record Drawings from Contractor-provided markups (75 sheets) and prepare electronic and printed sets of deliverables
- 5.6 Review final project test results and finish grade survey
- 5.7 Update Airport Layout Plan (ALP) set to reflect project improvements – anticipate updates to eleven (11) sheets; includes one (1) draft review submittal and one final submittal
 - *Airport Layout Plan Cover Sheet – Sheet 1/15*
 - *Airport Data Sheet– Sheet 2/15*
 - *Airport Layout Plan– Sheet 3/15*
 - *Airport Airspace Drawing – Sheet 5/15*
 - *Runway 15 Inner Approach Surface Plan and Profile – Sheet 8/15*
 - *Runway 33 Inner Approach Surface Plan and Profile – Sheet 9/15*
 - *Terminal Area Drawing – Sheet 11/15*
 - *Airport Land Use Plan – Sheet 12/15*
 - *Airport Noise Contours – Sheet 13/15*
 - *Airport Property Map – Sheet 14/15*
 - *Airport Utilities Plan – Sheet 15/15*
- 5.8 Coordinate updates for FAA Chart Supplements (formerly the Airport Facility Directory) associated with airport data and sketch. Includes updates to text and airport diagram
- 5.9 Prepare and submit FAA-format Final Report (per FAA checklist for final construction report requirements EG 2013-12), to include the project financial information, which will require coordination with S39 records
- 5.10 Assist S39 with AIP grant closeout

Deliverables:

- Final Completion/inspection and acceptance letter
- PDF record drawings to S39 and FAA
- Draft ALP submittal in PDF format for S39 and FAA review
- Final ALP submittal in PDF format to S39 and FAA
- FAA chart supplement updates
- Project DBE reporting
- Final project closeout report

ASSUMPTIONS

This scope of services provides for a general review of the Contractor’s work for general conformance with the contract documents and does not include the performance of any further special studies or services beyond those specifically stated. Should the project be found to require further studies or services, a revised scope of services and fee proposal will be required.

Project travel - All PAE staff providing on-site SDC services on this project will originate from PAE’s Corvallis, Oregon office.

The following items are specifically identified and not included in this scope of services:

- Construction Survey - It is intended that all construction layout and staking associated with this project shall be scheduled and performed by a state licensed Professional Land Surveyor hired and paid for by the construction Contractor.
- Material Testing - Except for P-401 and P-610 Acceptance Sampling and Testing, all other material testing is to be scheduled, paid for, and performed by the independent testing laboratory hired by the

Contractor. Construction services associated with testing will include a review of test results for conformance with project specifications.

- Environmental – National Environmental Policy Act (NEPA) environmental requirements: Previous coordination with the FAA identified that the scope of work associated with this project will not require additional environmental investigation or studies. No additional Environmental work is anticipated or included in this project.

EXHIBIT B
OREGON
2024 STANDARD LABOR RATES

Classification	2024 Rate
ADMIN 1	\$88.60
ADMIN 2	\$103.40
ADMIN 3	\$119.00
ADMIN 4	\$132.60
ADMIN 5	\$148.00
ADMIN 6	\$163.00
TECHNICIAN 1	\$118.80
TECHNICIAN 2	\$132.60
TECHNICIAN 3	\$148.00
TECHNICIAN 4	\$166.00
TECHNICIAN 5	\$185.60
TECHNICIAN 6	\$208.20
TECHNICIAN 7	\$231.00
ENGINEER 1	\$148.60
ENGINEER 2	\$166.80
ENGINEER 3	\$182.00
ENGINEER 4	\$201.80
ENGINEER 5	\$231.00
ENGINEER 6	\$262.00
ENGINEER 7	\$294.80
ENGINEER 8	\$329.00
ENGINEER 9	\$368.80

All meals and incidentals shall be at the current federal government rate and government per diem price(s) in effect at the time the charge(s) are incurred. Consultant shall have the option to charge actual meals and incidentals, on the basis of the actual purchase price in no case shall actual purchase price exceed the per diem rate, unless otherwise agreed upon in writing. Expense items that are incurred that are not meal and incidental related shall be expensed on the basis of the **actual purchase price** for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the Consultant. Direct nonsalary expense shall include, but not be limited to, necessary transportation cost, including mileage when automobiles are used and standard rates when aircraft are used, meals and lodging, laboratory tests and analyses, equipment rental, postage, shipping, printing, binding, and copying charges.

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):

Thank you for your dedication to Crook County!

In recognition of her 25 years of service:

Wendy McCoy- Health Department

In recognition of their 15 years of service:

Shelly Phillips- District Attorney

Kathy Puckett- Finance Department

Jacquie Davis- Landfill

Ronald Ledford- Road Department

Jeremy Bottoms- Sheriff's Office

Martin Hollen- Sheriff's Office

Brandi Lange- Sheriff's Office

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):



Crook County

Mailing: 300 NE 3rd Street • Prineville, Oregon 97754
Physical: 203 NE Court Street • Prineville, Oregon 97754
Phone (541) 447-6555

October 2, 2024

PROCLAMATION

OFFICE OF THE BOARD OF COUNTY COMISSIONERS

WHEREAS: Domestic Violence affects every person in Crook County, whether as a victim or survivor, or as a family member, friend, partner, neighbor, educator, employer, or co-worker; and

WHEREAS: Systemic oppression and inequity create a culture in which some communities are especially targeted for violence and experience greater barriers to access services; and

WHEREAS: Now, more than ever, we are being reminded that we are capable of change, and each person makes choices every day that either support or challenge a culture of violence; and

WHEREAS: Every individual in Crook County has a role to play in moving change forward and promoting health and safety for all people, by not tolerating violence, by promoting accountability, and by participating in the efforts to end violence; and

WHEREAS: New efforts build on foundations laid by dedicated advocates, preventionists, activists, and other partners who have been doing this work for decades; and

WHEREAS: By taking action where you work, play, learn, worship, or live, change is possible and Domestic Violence is preventable when we are all working together to end systemic oppression, the root cause of Domestic Violence.

NOW THEREFORE: We, Crook County Board of Commissioners, hereby proclaim October 2024 to be

DOMESTIC VIOLENCE AWARENESS MONTH

in Crook County and encourage all Oregonians to join in this observance.

X

Seth Crawford
County Commissioner

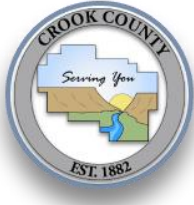
X

Brian Barney
County Commissioner

X

Susan Hermreck
County Commissioner

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):

LETTER OF COMMUNITY SUPPORT

Goal	To empower our workforce to thrive by enhancing access to education and family support services in Crook County.
Vision	To build capacity that addresses the educational and family support needs of our community, from the very youngest to the very oldest in Crook County.
Mission	To revitalize and transform the High Desert Christian Academy (HDCA) property located at 1201 NE Elm Street Prineville Oregon from a hospital into a central educational hub for childcare, preschool, K-12 education, trade schools, extra-curricular activities, gymnasium, and family support services for Crook County.
Contact	High Desert Christian Academy, Coordinator Mandi Puckett, 541-416-0114

HDCA is a 501(c)(3) non-profit organization with over 30 years of service to the Crook County community. HDCA’s property, located at 1201 NE Elm Street in Prineville Oregon, was formerly the Pioneer Memorial Hospital. The nearly 13 acres of property neighbors Prineville Police Department, a residential neighborhood and includes approximately 92,000 square feet of usable building space. Additional partners will be added to this letter of support on an ongoing basis.

We, the Prineville and Crook County community partners, hereby commit to collaborating in support of this mission.

Signed by:

Print Name	Title	Signature (handwritten or electronic)
Jeremy Puckett	Parent	<i>Jeremy Puckett</i>
Julie Barnes	Parent	<i>Julie Barnes</i>
Ashley Goering	Parent	<i>Ashley Goering</i>
Ryan Goering	Parent	<i>Ryan Goering</i>
Mandi Puckett	Parent	<i>Mandi Puckett</i>
Ron Michaels	Citizen	<i>Ron Michaels</i>
Maggie Hale	HDCA Principal	<i>Maggie Hale</i>
Susanne L. Walters-Moore	Citizen	<i>Susanne Walters-Moore</i>

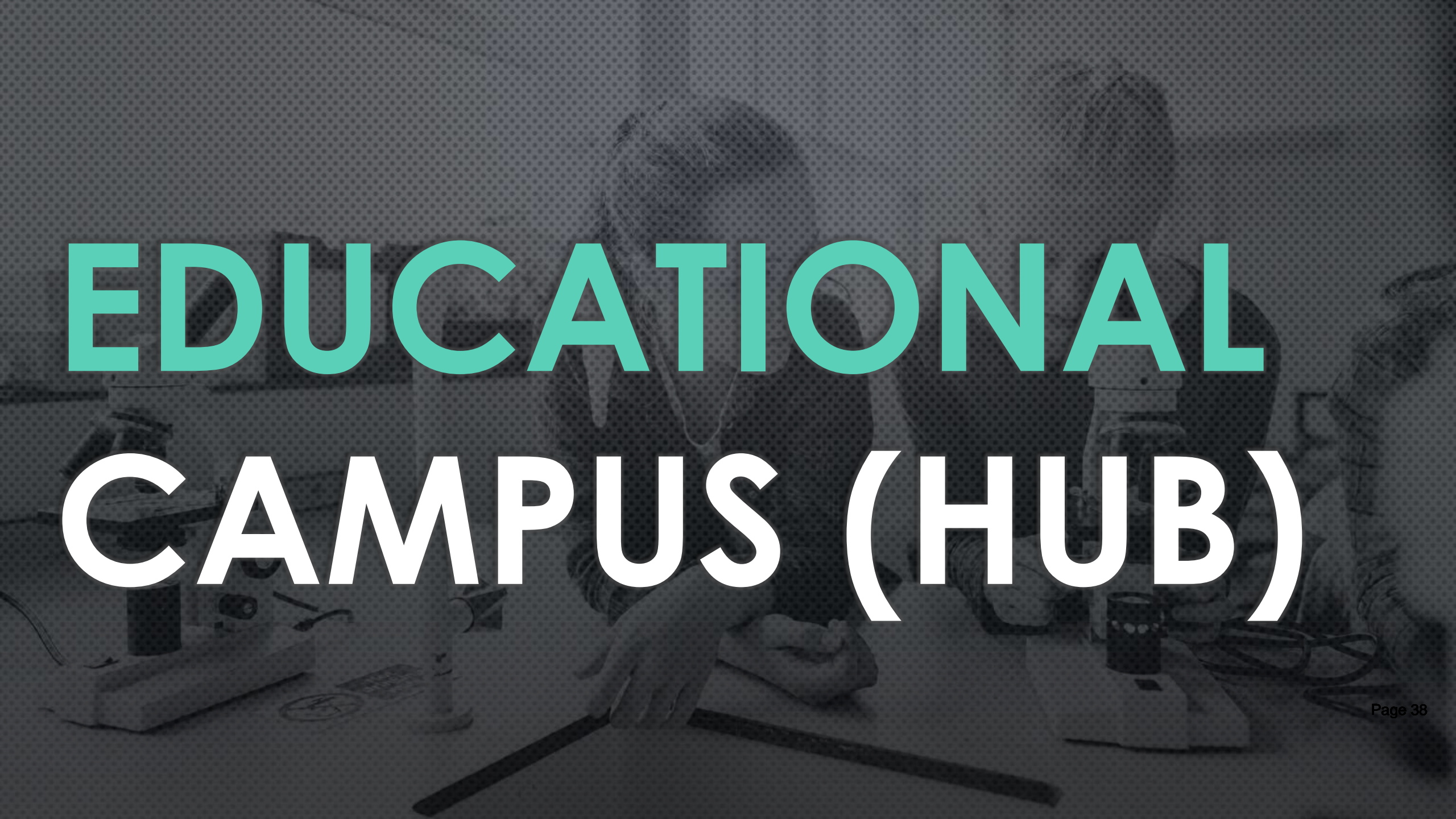
Terry L. Moore	Citizen	<i>Terry L Moore</i>
Dock Kerbow	Grandparent	<i>Dock Kerbow</i>
Barbara View	Grandparent	<i>Barbara View</i>
Marissa Sanchez	Citizen	<i>Marissa Sanchez</i>
Doug Bristow	School Counselor (Ret.)	<i>Doug Bristow</i>
Maureen Fagan Bristow	Teacher	<i>Maureen Fagan Bristow</i>
Alli Hanson	Citizen	<i>Alli Hanson</i>
Jaden Hanson	Citizen	<i>Jaden Hanson</i>
Duane Porter	HDCA Board Member	<i>Duane Porter</i>
Leean Porter	Grandparent	<i>Leean Porter</i>
Kandis Smith	Teacher	<i>Kandis Smith</i>
Chrissie Wise	Grandparent	<i>Chrissie Wise</i>
Don B. Geer	Citizen	<i>Don B Geer</i>
Darrell Duncan	Citizen	<i>Darrell Duncan</i>
Maureen Boothe	Parent	<i>Maureen Boothe</i>
Trent Boothe	Parent	<i>Trent Boothe</i>
Loekie Gilday	Educator	<i>Loekie Gilday</i>
Stephen Gilday	Chaplain	<i>Stephen Gilday</i>
Kimberly Gibson	Citizen	<i>Kimberly Gibson</i>
Amanda Taylor	Parent	<i>Amanda Taylor</i>
Scott Taylor	Parent / Plumber	<i>Scott Taylor</i>

Kevin Whaling	Custodian	<i>Kevin Whaling</i>
Tom Liljeholm	Reverend	<i>Tom Liljeholm</i>
Arlen Wallenius	Citizen	<i>Arlen Wallenius</i>
Dusty Flegel	Pastor, Business Owner	<i>Dusty Flegel</i>
Bill Pickens	Teacher (Ret.)	<i>Bill Pickens</i>
Robert Layne	Realtor	<i>Robert Layne</i>
Linda Wallenius	Retired Administrator	<i>Linda Wallenius</i>
Patricia Carmack	Pastor / Parent	<i>Patricia Carmack</i>
Nathan Carmack	Pastor	<i>Nathan Carmack</i>
Taylor Neahring	Manager	<i>Taylor Neahring</i>
Rosa M Lynch	Esthetician	<i>Rosa M Lynch</i>
Julianne Krebs	Pastor	<i>Julianne Krebs</i>
Angela Raber	Stay at home mom	<i>Angela Raber</i>
Doug Beimdier	Glazier	<i>Doug Beimdier</i>
Tanya Shinn	Parent	<i>Tanya Shinn</i>
Garrett Simpson	Electrician	<i>Garrett Simpson</i>
Isaac Smith	Customer Service	<i>Isaac Smith</i>
Carol DeCamp	Parent	<i>Carol DeCamp</i>
Gilbert Wiersch	Teacher	<i>Gilbert Wiersch</i>
Shea Petroh	Fuel Tech	<i>Shea Petroh</i>
Paul Freeman	Retired Trucking	<i>Paul Freeman</i>

Elizabeth Pifer	Supported Employment	<i>Elizabeth Pifer</i>
Angela Hamblen	Retired Administrator	<i>Angela Hamblen</i>
Scott Kilgore	Law Enforcement (Ret.)	<i>Scott Kilgore</i>
Diane Bartlett	Supervisor (Ret.)	<i>Diane Bartlett</i>
Bradley Bartlett	Excavator (Ret.)	<i>Bradley Bartlett</i>
Heidi Freeman	Accountant (Ret.)	<i>Heidi Freeman</i>
Brian Carmack	Pastor	<i>Brian Carmack</i>
Ron Krebs	Powerhouse	<i>Ronald D Krebs</i>
Nancy C Peters	Retired	<i>Nancy C Peters</i>
Linda Pifer	Composite Tech (Ret.)	<i>Linda Pifer</i>
Faye Strudler	Operations Manager	<i>Faye Strudler</i>
Vern Pifer	Business Owner, Veteran	<i>Vern Pifer</i>
Jeff Samuel	Parent	<i>Jeff Samuel</i>
Karla Samuel	HDCA Admin Secretary	<i>Karla Samuel</i>
Skip Hinton	Grace Baptist Church	<i>Skip Hinton</i>
Travis Hale	Law Enforcement	<i>Travis Hale</i>
Linda Moore	Administrator	<i>Linda Moore</i>
Paula Myers	Teacher	<i>Paula Myers</i>
Kayla Taylor	Parent	<i>Kayla Taylor</i>
Alysa Bennight	Citizen	<i>A Bennight</i>
Pamela Mitchell	Citizen	<i>Pamela Mitchell</i>

Print Name	Title	Signature (handwritten or electronic)
Dan Dozier	HDCA Building Steward	<i>Dan Dozier</i>
Cherylann Dozier	HDCA Curriculum Director	<i>Cherylann Dozier</i>
Bharath Pogula	Chemist	<i>Bharath Pogula</i>
Ashley Pelayo	Sergent Wife	<i>Ashley Pelayo</i>
Mikayla Mills	Citizen	<i>M L Mills</i>
Kim Patterson	HDCA Board Member	<i>Kim Patterson</i>
Daniel Browden	NSROTC Instructor	<i>Daniel Browden</i>
Les Williamson	Retired Electrical Industry	<i>Les Williamson</i>
Lynn Troupe	Warner Bros (Ret)	<i>Lynn Troupe</i>
Norman Shackelford	Inspection Company (Ret)	<i>Norman Shackelford</i>
Jennifer Mays	Banking	<i>Jennifer Mays</i>
Thomas Mays	IT Consultant	<i>Thomas Mays</i>
Olivia Servantes	Teacher, CCHS	<i>Olivia Servantes</i>
James Teage	Disabled Citizen	<i>James Teage</i>
Lori Jo Breedlove	Office Admin at CCSO	<i>Lori Jo Breedlove</i>
Barbara Bayless James	Advocate	<i>Barbara Bayless James</i>
David James	Construction (Ret)	<i>David James</i>
Julie Hedrick	School Employee	<i>Julie Hedrick</i>
Richard Ross	Chaplain	<i>Richard Ross</i>
Chris Hedrick	Cons. Supervisor	<i>Chris Hedrick</i>

Ron Greene	Oceanographer (Ret)	<i>Ron Greene</i>
SueEllen Ross	School Employee	<i>SueEllen Ross</i>
Steve Forrester	City of Prineville	<i>Steve Forrester</i>
		Updated 8-21-24



EDUCATIONAL CAMPUS (HUB)

INTRODUCTIONS

MANDI PUCKETT, HDCA Community Relations Director

STEVE FORRESTER, City of Prineville Manager

MAGGIE HALE, HDCA Principal

DUANE PORTER, HDCA Board Member

- Background
- Crook County is now 3rd highest annual income of the 36 counties
- Keeping Our Culture & Values
- This is a Unique Opportunity for Prineville & Crook County

**STEVE
FORRESTER**

**CITY OF
PRINEVILLE
MANAGER**



CNBC

a day ago



A shortage of skilled tradespeople is driving up demand and salaries for blue-collar jobs, creating new opportunities for young adults.



CNBC.COM

Meet the Gen Zers skipping college to take blue-collar jobs and launch trade businesses: 'One of the smartest decisions I ever made'



Childcare & Early Education



K-12 Dual Enrollment



Career & Trades



Gym, Ball Fields, Clubs, Activities



Transportation

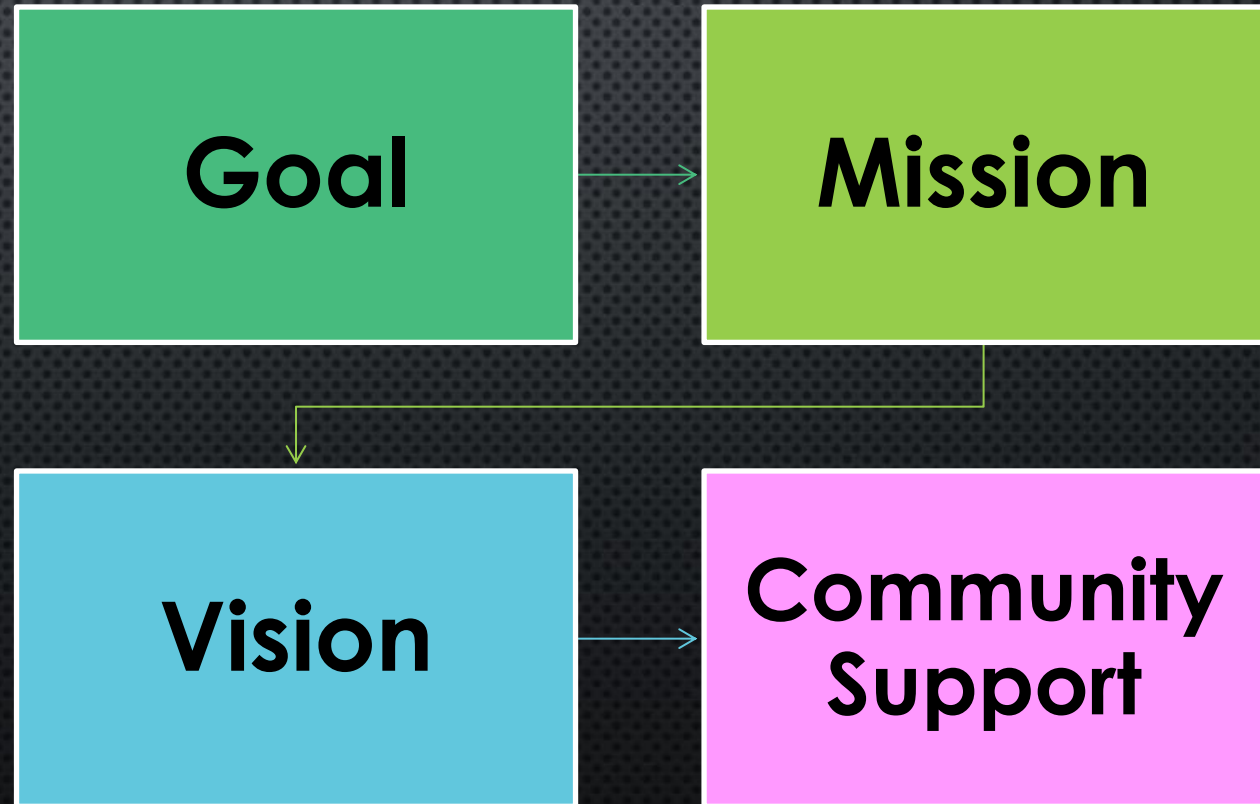


Educational Family Services





EDUCATIONAL CAMPUS (HUB)



PROPERTY

6

2

5

4

3

1

7

COMMUNITY INQUIRIES

4

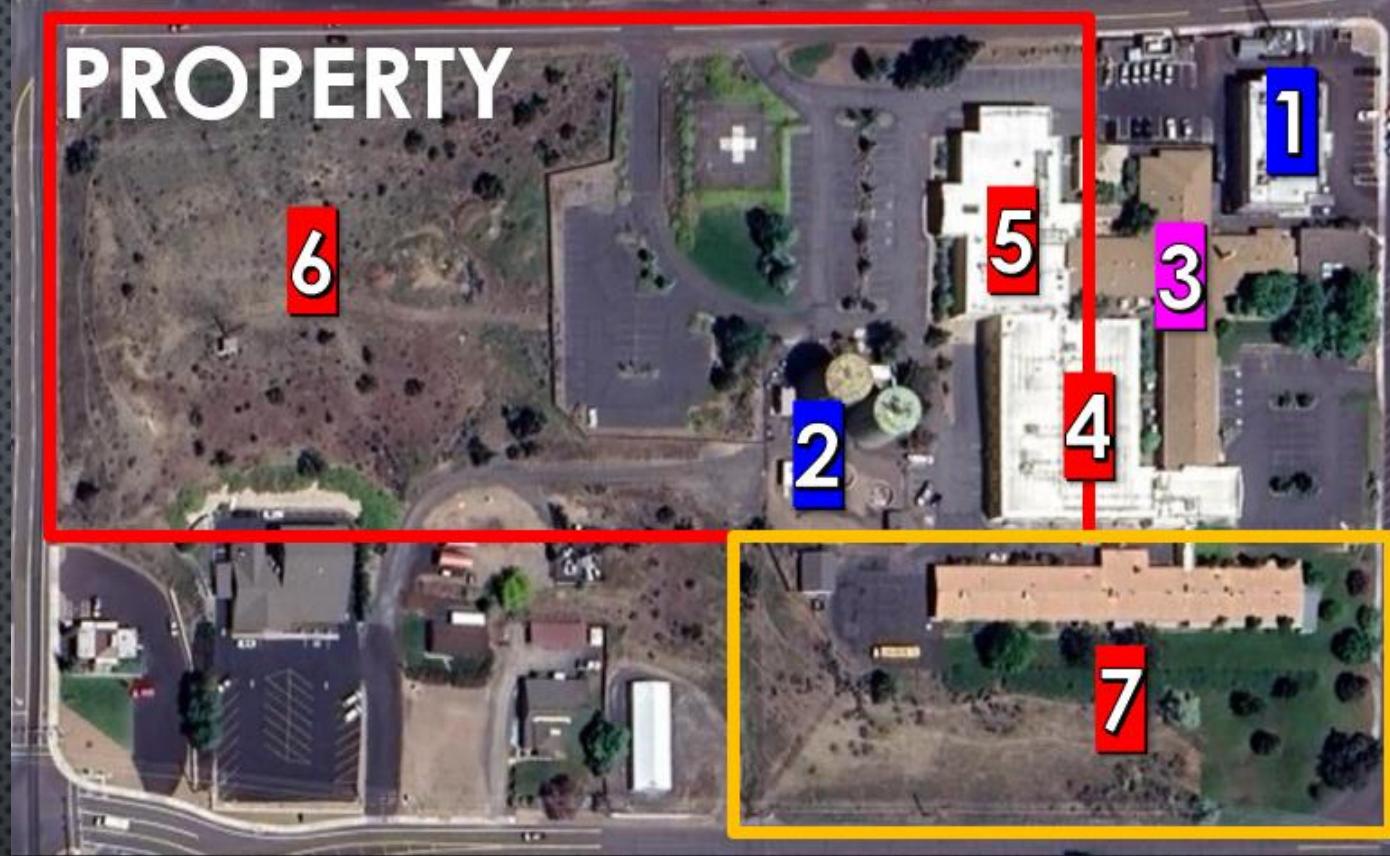
CLASSROOMS
MEETING AREA / KITCHEN
OFFICES & ADMIN

5

INDOOR TRADES
CLASSROOMS
BASEMENT USE
CLUBS, BATTING CAGES

6

BALL FIELDS
GYM & ACTIVITY CENTER
PARKING



7

SCHOOL / TRADES
CLASSROOMS
OFFICES & ADMIN
MEETING AREA / KITCHEN
PARKING

ACTION ITEMS

Community Support

2. Request Agency Support

3. Grant Proposal Funding Support

LETTER OF COMMUNITY SUPPORT

Goal	To empower our workforce to thrive by enhancing access to education and family support services in Crook County.
Vision	To build capacity that addresses the educational and family support needs of our community, from the very youngest to the very oldest in Crook County.
Mission	To revitalize and transform the High Desert Christian Academy (HDCA) property located at 1201 NE Elm Street Prineville Oregon from a hospital into a central educational hub for childcare, preschool, K-12 education, trade schools, extra-curricular activities, gymnasium, and family support services for Crook County.
Contact	High Desert Christian Academy, Coordinator Mandi Puckett, 541-416-0114

HDCA is a 501(c)(3) non-profit organization with over 30 years of service to the Crook County community. HDCA's property, located at 1201 NE Elm Street in Prineville Oregon, was formerly the Pioneer Memorial Hospital. The nearly 13 acres of property neighbors Prineville Police Department, a residential neighborhood and includes approximately 92,000 square feet of usable building space. Additional partners will be added to this letter of support on an ongoing basis.

We, the Prineville and Crook County community partners, hereby commit to collaborating in support of this mission.

Signed by:

Print Name	Title	Signature (handwritten or electronic)
Jeremy Puckett	Parent	<i>Jeremy Puckett</i>
Julie Barnes	Parent	<i>Julie Barnes</i>
Ashley Goering	Parent	<i>Ashley Goering</i>
Ryan Goering	Parent	<i>Ryan Goering</i>
Mandi Puckett	Parent	<i>Mandi Puckett</i>
Ron Michaels	Citizen	<i>Ron Michaels</i>



A grayscale photograph of a science classroom. Several students are seated at a table, each with a microscope. They appear to be engaged in a laboratory activity. The image is semi-transparent, serving as a background for the text.

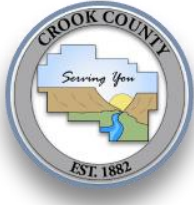
THANK

YOU

SIGNATURE SUPPORT: HDCHRISTIANACADEMY.COM

CONTACT: 541-416-0114

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):



Request to place business before the Crook County Board of Commissioners

Important Note: The County Board of Commissioners is the legislative, policy-setting body of Crook County. Matters which come before the Board should as a general rule be those of general concern to Crook County residents and Crook County. Administrative matters which are the purview of individual departments will be placed on the agenda at the request of the Department Head. By completing this form, you are asking to be placed on the agenda.

Deadlines: To appear at a Work Session or Regular County Board Meeting, your request and all documentation must be submitted the Wednesday before the date of the Work Session or Regular County Board Meeting.

Please return this form to Crook County Administration Office via

Email: Sarah.Puerner@crookcountyor.gov or by mail to 300 NE 3rd St., Prineville OR 97754

Your name: Christmas in the Pines Date of Request: Sept. 16, 2024
Email: pmcarbaugh@msn.com Phone: 541-693-4122
Address (optional): Maryann Carbaugh P.O. Box 168, Prineville

1. What is the date of the Board meeting you would like to appear at? Oct 2, 2024
2. Describe the matter to be placed before the Board: Operational funds, repair current displays, purchase new & replacement displays, electrical upgrades & supplies.
3. What action are you requesting that the Board take? Donation
4. What is the cost involved with your request, if applicable? \$5,000.00
5. Have you asked the County for a fee waiver before? If yes, when? ?
6. Please estimate the time required for your presentation.
 5 minutes 10 minutes 15 minutes other _____ minutes
7. Are you (or will you be) represented by legal counsel?
Yes (please name your attorney) No
(No, I am not currently represented. (Note: it is your obligation to advise the Board if at any time you retain legal counsel to assist you in this matter.)
8. If you have a physical disability and require an accommodation, please specify your need:
n/a

Administrative Section

Date Received: _____

Date Reviewed by Board: _____

FY Budget: _____

County Board: Approved/Denied

AGENDA ITEM REQUEST



Date:

September 25, 2024

Meeting date desired:

October 2, 2024

Subject:

Informal Bid Selection- Picnic Table replacement Highland Products Group/The Park Catalog. Bid Price \$31,050.00 x 30 Six Foot Plastic Galvanized Frame.

Background and policy implications:

Replacement of 30 Wooden Picnic Tables- End of Life

Budget/fiscal impacts:

Cost will be covered by \$2M Grant

Requested by:

Casey Daly

Presenters:

Casey Daly

Legal review (only if requested):

N/A

Elected official sponsor (if applicable):

If the item request is submitted after the due date/time, an elected official sponsor is needed.

Quote#109397

Sales Rep: Jennifer Laduca
Email: jennifer.laduca@theparkcatalog.com
Phone: 800-695-3503

Bill to:

Casey Daly
Crook County Fairgrounds
PO Box 507
Prineville, Oregon, 97754
United States
T: 541-447-6575

Ship to:

Casey Daly
Crook County Fairgrounds
1280 South Main Street
Prineville, Oregon, 97754
United States
T: 541-447-6575

Quote Date Quote Expiration Date
Sep 19, 2024 Oct 18, 2024 (29 days)

Product Name	Item #	QTY	Price	Your Price	Unit Discount	Subtotal
Recycled Plastic Picnic Table - Galvanized Frame Color: Cedar Size: 6 Ft.	<u>289-4008-1-3</u>	30	\$1,269.00	\$1,035.00	\$234.00	\$31,050.00

Total Discount -\$7,020.00

Quote Notes:

Subtotal \$31,050.00

EST LEAD TIME TO SHIP IS 2 WEEKS PLUS TRANSIT; SHIPS UNASSEMBLED & PALLETIZED VIA FREIGHT TRUCK; QUOTE VALID FOR 30 DAYS ONLY; ONCE QUOTE EXPIRES, IT WILL BE SUBJECT TO ANY PRICE/ FREIGHT RATE CHANGES AND MUST BE UPDATED PRIOR TO PURCHASE

Shipping & Handling \$0.00

Tax \$0.00

Grand Total \$31,050.00

This quote comes with our BEST PRICE GUARANTEE! If we are not your lowest delivered quote for equivalent product, we will BEAT it! (Exclusions may apply)

Any questions contact us at 800-695-3503 or jennifer.laduca@theparkcatalog.com

PAY NOW
WITH A CREDIT CARD

Quote Expiration Date: Oct 18, 2024

IF YOUR QUOTE HAS EXPIRED, PLEASE CONTACT YOUR SALES REP BEFORE SUBMITTING PAYMENT



1-888-952-6937

uline.com
quotes@uline.com

QUOTATION

QUOTE #: 4-200965N

DATE: 09/20/24

SALES REP: CHRIS YARD

TERMS: NET 30

FOB POINT: ORIGIN


DELIVERY: BEST WAY

TO:

CROOK COUNTY FAIRGROUNDS
PO BOX 507
PRINEVILLE OR 97754-0507

ATTN: CASEY DALY

CUST# 29879572

QUANTITY	U/M	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT. PRICE
30	EACH	 <p>H-5870C RECYCLED PLASTIC STEEL FRAME PICNIC TABLE - 6', CEDAR</p> <p>Lead Time: Approx 3 Weeks * Shipping is in addition and is estimated at \$2,841 to zip code 97754. Shipping estimates are valid for 72 hours. * 3 Skids - 74x42x48" * 1 Skid - 60x60x46" * 1 Skid - 60x40x63"</p>	970.00	29,100.00

Any comments on Uline and/or our pricing are greatly appreciated.
Kindly contact customer service at 1-800-295-5510.

GET IT FAST! ASK ONE OF OUR EXPERTS ABOUT OUR QUICK SHIP PRODUCTS!

SITE FURNISHINGS FOR COMMERCIAL & MUNICIPAL FACILITIES

[About us](#)

[Blog](#)

[Contact us](#)

[f](#)

[Login / Register](#)



Search...



EMAIL US



877-609-1678

CART



ALL CATEGORIES ▾

PARK BENCHES ▾

BIKE RACKS ▾

PICNIC TABLES ▾

TRASH RECEPTACLES ▾

DOG PARK ▾

BLEACHERS ▾

Recycled Plastic Walk-Thru Picnic Table

[HOME](#) » [PICNIC TABLES](#)



\$1,144.00 - \$1,409.00

30X \$34,920

Need help? LIVE CHAT with a product specialist now.

SKU: 799pt105-2

Ricci from Perry Hall, Heather from Mount Clemens & 12 others bought this item recently.

CLEAR

Length

6ft

Color

Cedar

\$1,144.00

- 1 + ADD TO CART

QTY	PRICE
1-3	\$1,144.00
4-8	\$1,130.84
9-14	\$1,115.97
15+	\$1,110.25



Estimate Freight

Shipping Estimate x

Questions about freight?

AGENDA ITEM REQUEST



Date:

September 26, 2024

Meeting date desired:

October 2, 2024

Subject:

Justice Center Janitorial Services Procurement

Background and policy implications:

The County needs to secure janitorial services for the new Justice Center Facility. Under CCC 3.12.060, this is an intermediate procurement, requiring three informally solicited competitive price quotes (enclosed). The contract shall be awarded to the “offeror whose quote or proposal will best serve the interest of the county, taking into account price as well as considerations, including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility.”

Three competitive quotes were obtained, as follows: Advanced Commercial Cleaning, LLC @ \$33,845.27/month; Central Oregon Janitorial Solutions @ \$20,745.00/month; and Suds n’ the Bucket Professional Cleaning @ \$13,300.00/month. All quotes propose 5x/week cleanings.

Facilities recommends awarding the contract to Central Oregon Janitorial Services (COJS) as the offeror whose proposal will best serve the interest of the County for the following reasons:

- Experience: COJS is currently providing similar services for facilities such as OSU Cascades, Bend Surgery Center, PCC Schlosser, and Lowes.*
- Expertise: COJS got high marks from references, which is vital to the tasks required in this procurement (the County’s newest building, housing State offices and the Circuit Court System).*
- Availability: COJS has all necessary staffing available to perform the services.*
- Communication: COJS has been excellent communicating throughout the proposal process and understands the County’s expectations.*

The proposed services from COJS include nightly dusting of the entire building from top to bottom, wiping all countertops and surfaces, cleaning/sanitizing all restroom facilities, dust/mop/sweep all hard-surface floors, vacuum of carpets, wash all windows up to 8 ft., clean/disinfect all eating areas, and emptying all garbage and waste.

Please let me know if you have any questions.

Budget/fiscal impacts:

\$248,940.00/year

Requested by:

James Preuss

James.preuss@CrookCountyOR.gov

541-416-3919

Presenters:

James Preuss

John Eisler

Legal review (only if requested):

Yes

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

Estimate

ADDRESS

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

SHIP TO

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

ESTIMATE # 1048

DATE 07/12/2024

PMT METHOD

Check

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
07/12/2024	Cleaning	Scope of services matching the current contract	70,000	0.19	13,300.00

This price is a monthly cost including windows, carpet cleaning and floor resurfacing. I estimate around 60 man hours per week not including monthly services.
 I would like to put 2 employees on each floor and estimate each floor to take 2 hours. Please call with any thoughts or questions.

TOTAL

\$13,300.00

Accepted By

Accepted Date



9/23/2024

Dear James,

Thank you for the opportunity to bid the new courthouse facility in Prineville, OR. It was such a pleasure to work with you before and we look forward to exceeding your expectations again. After careful consideration, we propose to provide the following regularly scheduled services five nights per week for the entire building:

- Dusting the entire building top to bottom including all horizontal surfaces such as desks, counters, blinds, cubicles, tables, doorways, light fixtures, artwork and window ledges, etc. There will be no limitation here. High areas such as ventilation will be dusted monthly.
- Wet wipe all counter tops, sinks, cabinets, table/chair bases, and doors with approved disinfectant. Paying close attention to all high touch areas nightly.
- Clean, sanitize and re-stock all restroom facilities including mirrors, sinks, showers, faucets, floors, kick plates and chrome, trashcans and toilets/urinals.
- Dust mop/sweep then wet mop all hard surfaced floors.
- Vacuum all carpeted areas with industrial type Hepa filtered machine.
- Wash all windows and glass of any handprints and smudges up to 8 ft. Police any entryways for debris and cobwebs.
- Clean and disinfect all lunchroom and kitchen areas including cleaning out counter appliances on an as needed basis. Staff will be responsible for their own dishes.
- Empty all garbage cans and hazardous waste containers and dispose of properly.

Procedures

- Turn off all lights at the completion of nightly tasks.
- Ensure all interior/exterior doors are closed and secure at the completion of nightly tasks. Doors that are locked shall remain locked and doors that are unlocked shall remain unlocked.
- Report any safety or security items noticed to the Facilities Director.
- Turn in all lost and found articles to the Facilities Director.
- Employees of Central Oregon Janitorial Solutions will always conduct themselves in a professional manner and are up to date on all HIPPA and safety procedures.

These services can be provided at a monthly rate of \$20,745.00

You can expect perfection out of our services, great communication and a drive to be a welcome part of your team.

Proof of insurance and worker's compensation will be provided upon acceptance of this bid, and coverages will be maintained at all times.

COJS

Crook County

These are just a few of the buildings we service:

1. Bend Dental
2. Advantage Dental
3. Bend Surgery Center (this building is 36 hours per night)
4. Bend Urology
5. OSU Cascades
6. Lowes
7. PCC Schlosser (16 hours per night)
8. Bank of Americas

Professional Janitorial Service Proposal

Prepared for:

Crook County Justice Center

**260 Northwest 2nd Street
Prineville, Oregon 97754**

Submitted By:

Advanced Commercial Cleaning, LLC

20360 NW Empire Ave, B2

Bend, OR 97703

Tyler Jeffery

General Manager

(541) 749-8974

tyler@advancedcleaningbend.com



September 24, 2024

Advanced Commercial Cleaning, LLC
20360 NW Empire Ave, B2
Bend, OR 97703



September 24, 2024

James Preuss
Crook County Justice Center
260 Northwest 2nd Street
Prineville, Oregon 97754

Dear James,

Subject: Janitorial Service Proposal - Crook County Justice Center, 260 Northwest 2nd Street, Prineville, Oregon 97754

Attached you will find our bid for the Crook County Justice Center. The total of the bid is \$33,845.47 per month. Our monthly bill remains the same throughout the year.

Our expectation is that we will NOT be your lowest bid but there are significant reasons you should still choose us.

For Advanced Commercial Cleaning:

Meeting or exceeding our customers' expectations is our Number One Goal!

- Is a locally based Oregon company. We live in the community we serve.
- We know the companies that we are cleaning for, an example would be ODOT.
- Our people are trained, professional cleaners that do quality work and take pride in that work.
- The plan is to keep our employees long-term so we compensate them accordingly.
- Happy to supply references, we have them and they are excellent!
- We are a small business, minority and female owned.

We are looking forward to filling your cleaning needs so you can focus on more important things!

Should you have any questions about our response please call me!

Sincerely,

Tyler Jeffery
General Manager
Advanced Commercial Cleaning, LLC

Crook County Justice Center
Professional Janitorial Service Proposal

General

Advanced Commercial Cleaning, LLC agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Advanced Commercial Cleaning, LLC agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

5 days per week Professional Cleaning Service Program: **\$33,845.47/mo (\$406,145.66)**

7 days per week Professional Cleaning Service Program: **\$47,161.89/mo (\$565,942.71)**

Failure to pay

The invoice by the due date listed on the invoice will result in a non-refundable \$150.00 late fee. At 45 days past due there will be a non-refundable \$350.00 late fee. At 60 days past due there will be a \$500.00 late fee. At 90 days past due, your account will be suspended and all past due invoices sent to collections.

A onetime courtesy reversal may be applied per account.

Special Services

Carpet cleaning is available - Price quoted upon request.

Waxable hard surface floors can be stripped and refinished or scrubbed and re-waxed - Price quoted upon request.

Exterior windows can be cleaned - Price quoted upon request.

Initial Cleaning

Final clean (post-construction)

Service Specification is based on the standard service specification located in the "Service Schedule" portion of this document.

Price: \$12,299.37

Service Schedule

Cleaning service operations described in this comprehensive program will be performed **5 (or 7) days per week.**

The cleaning crew will observe holidays observed by the customer. Advanced Commercial Cleaning, LLC is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

A detailed service specification is provided at the end of this section.

Service Specification - Level 1:

- Back entry
- Corridor (139)
- Restroom #1 (142) - Single
- Restroom #2 (141) - Single
- Laundry room (138)
- Electrical closet (143) - Not consider
- Storage room (137)
- Open office (136) - Cubicles (9)
- Copy/Work room (117)
- Offices (10)
- Conference room (127)
- Manager's Office (130)
- Common area
- Corridor (121)
- Storage room (116)
- Open office (115) - Cubicles (6)
- Sheriff Suite (114)
- Finger Printing office (113)
- Exit
- Corridor (118)
- Breakroom (119)
- Conference room (120)
- Storage room (120A)
- Exit
- Consult room (111)
- Soft Interview room (112)
- Security hallway (110)
- Locker room Men (144)
- Locker room Women (145)
- Corridor (146)
- Armony room (148) - Not consider
- Storage room (147)
- Evidence procesing room (149) - Not consider
- Evidence procesing room (150) - Not consider
- Facilities Office (155) - Not consider
- MDF Workroom (154A) - Not consider
- MDF Room (154) - Not consider
- Electrical room (153) - Not consider
- Storage room (140) - Not consider
- Corridor 152
- Mecanical room (156) - Not consider
- Fire riser (157) - Not consider
- Corridor (151)
- Staff Elevator E3
- Exit
- Main entry (102)
- Exit vestibule (102)
- Entry (102)
- Public lobby (103)
- Public stairs (S1)
- Entry (101)
- Security room (101)
- Entrance vestibule (100)
- Corridor (109)

- Elevator E1
- Elevator E2
- Women's restroom (107) - Multiple
- Men's restroom (106) - Multiple
- Family restroom (108) - Single
- Drinking fountain
- Custodian room (104)
- Corridor (105)
- Secure vestibule (159)
- Attorney interview room (160)
- Interview room (161) - Not consider
- Central holding (162) - Not consider
- Segregate holding (163) - Not consider
- Segregate holding (164) - Not consider
- Segregate holding (165) - Not consider
- Storage (168) - Not consider
- Property holding (169) - Not consider
- Staff restroom (170A) - Not consider
- Baliff's Station (170) - Not consider
- Corridor (171) - Not consider
- Vestibule (171A) - Not consider
- In-Cust. Elevator E4 - Not consider
- Entry (177)
- Juvenile Suite - Vestibule (177)
- Entry (176)
- Conference room (179)
- Juvenile Reception (176)
- Office (178)
- Corridor (180)
- Staff restroom (195) - Single
- Staff restroom (194) - Single
- UA Restroom (196)
- Corridor (175)
- Supply Storage (193)
- Work room (197)
- Offices (6)
- Storage room (198)
- Breakroom (187)
- Open office (188) - Cubicles (8)
- Offices (3)
- Corridor (174)
- Electrical closet (192) - Not consider
- Secure vestibule (173)

Service Specification - Level 2:

- Corridor (209)
- Entry (210)
- DA Suite - Vestibule (210)
- Entry (216)
- Reception (216) - Desk (2)
- Grand Jury Suite (211) - Waiting area
- Interview room (212)
- Restroom (213) - Single
- Small Conf. room (214)
- Grand Jury (215) - Conf. Room
- Entry (215)

- Storage room (239)
- Work room (238)
- Offices (5)
- Breakroom (222)
- Offices (7)
- Corridor (234)
- Open office (240) - Cubicles (10)
- Storage room (237)
- Electrical closet (236) - Not consider
- Storage room (235)
- Storage room (230)
- Restroom (236) - Single
- Exit (234A)
- Common hallway (202B)
- Secure Vestibule (202A)
- Exit (234A)
- Restroom (232) - Single
- Exit (202c)
- Exit (234)
- Vestibule (202)
- Lactation room (203)
- Vestibule (250A)
- Corridor (201)
- Meeting room (252)
- Meeting room (251)
- Women's restroom (207) - Multiple
- Men's restroom (206) - Multiple
- Family restroom (208) - Single
- Drinking fountain
- Corridor (204)
- Meeting room (272)
- Custodian room (205)
- Exit (278)
- Corridor (278)
- Storage room (277)
- Common hallway
- Entry (273)
- Jury Breakroom (273)
- Restroom (274) - Multiple
- Restroom (275) - Multiple
- Jury Assembly (270) - Voting room
- Cubicles (12)
- Entry (270A)
- Vestibule (270A)
- Entry (270A)
- Work Station (271)
- Jury Deliberation (254) - Conf. Room
- Restroom (256) - Single
- Restroom (257) - Single
- Exit (254B)
- Corridor (247)
- Corridor (249)
- Restroom (255) - Single
- Electrical closet (248) - Not consider
- Evidence Storage (253) - Not consider
- Courts IDF (253A) - Not consider
- IDF room (246) - Not consider
- Entry (249)

- Courtroom -A (250)
- Entry (250A)
- Vestibule (250A)
- Entry (250A)
- Corridor (260) - Not consider
- Courtroom holding (261) - Not consider
- Courtroom holding (262) - Not consider
- Corridor (245)
- Exit (245A)
- Storage room (244)
- Office (243)
- Office (242)
- Reception (202A)

Service Specification - Level 3:

- Restroom (357) - Single
- Restroom (356) - Single
- Restroom (355) - Single
- Corridor 347
- Electronic closet (348) - Not consider
- Evidence Storage (353) - Not consider
- Courts IDF (353A) - Not consider
- IDF Room (346) - Not consider
- Corridor 349
- Entry (349)
- Courtroom -C (350)
- Entry (350)
- Vestibule (350A)
- Entry (350)
- Corridor (360) - Not consider
- Courtroom holding (361) - Not consider
- Courtroom holding (362) - Not consider
- Jury Deliberation (354) - Conf. Room
- Corridor (345)
- Office (344)
- Office (343)
- Office (342)
- Exit (302B)
- Vestibule (302)
- Restroom (303) - Single
- Meeting room (352)
- Meeting room (351)
- Entry (302)
- Corridor (301)
- Women's restroom (207) - Multiple
- Men's restroom (206) - Multiple
- Family restroom (208) - Single
- Corridor (304)
- Drinking fountain
- Meeting room (371)
- Meeting room (372)
- Custodian room (305)
- Entry (376)
- Corridor (376)
- Corridor (374)
- Storage room (375)

- Evidence Storage (373) - Not consider
- Entry (374)
- Courtroom -D (370)
- Entry (370)
- Vestibule (370)
- Entry (370)
- Corridor (310)
- Self help (320) - Cubicles (3)
- Public Defence room (309)
- Entry (301)
- Secure Vestibule (333)
- Closet (333A)
- Restroom (332) - Single
- Self help room (321)
- Self help room (322)
- Public counters (4)
- Public counters room (323)
- Corridor (324)
- Workroom (325)
- Open office (326) - Cubicles (6)
- Supervisor Office (328)
- Common areas
- Corridor (327)
- File Storage (329) - Not consider
- Storage room (330)
- Exit (302B)
- Breakroom (338)
- IT Tech office (336) - Not consider
- IT Supply room (335) - Not consider
- Electronic closet (334) - Not consider
- Exit (333B)
- Common areas (333B)
- Corridor (337)
- Conference room (339)
- Office (340)
- Office (341)
- Corridor (302B)

Service Specification - Level 4

- Common Area

Detail Service Specification:

- Single Occupant Restroom
 - High dust ventilation and corners & edges
 - Dust picture and mirror frames
 - Clean all mirrors
 - Clean shelves, tables or other flat surfaces
 - Clean sink basin, chrome (faucet & knobs), pipes
 - Clean commode (toilet)/urinal interior and exterior down to the floor
 - Sweep entire floor space, including corners, edges and behind/around commode
 - Restock all soap, air fresheners (if applicable) and paper products
 - Remove trash, reline container
 - Mop entire floor space, including corners, edges, baseboards and behind/around commode
- Multiple Occupant Restroom
 - High dust ventilation and corners & edges

- Dust picture and mirror frames
- Clean all mirrors
- Clean shelves, tables or other flat surfaces
- Clean sink basins, chrome (faucet & knobs), pipes
- Clean commodes (toilets)/urinals interior and exterior down to the floor
- Clean all stall partition walls, doors, feet and frames
- Sweep entire floor space, including corners, edges and behind/around commode
- Restock all soap, air fresheners (if applicable) and paper products
- Remove trash, reline container
- Mop entire floor space, including corners, edges, baseboards and behind/around commode
- Shower/Locker Room:
 - High dust ventilation and corners & edges
 - Dust picture and mirror frames
 - Clean all mirrors
 - Clean shelves, tables or other flat surfaces
 - Clean sink basins, chrome (faucet & knobs), pipes
 - Clean shower stalls, walls, floors and partitions
 - Clean commodes (toilets)/urinals interior and exterior down to the floor
 - Clean all stall partition walls, doors, feet and frames
 - Clean interior of all open lockers, clean locker tops
 - Sweep entire floor space, including corners, edges and behind/around any seating
 - Restock all soap, air fresheners (if applicable) and paper products
 - Remove trash, reline container
 - Mop entire floor space, including corners, edges, baseboards and behind/around any seating
- Common area hallways
 - Dust all file cabinets, knee wall tops, cabinets, fire extinguisher boxes, pictures or other items attached to the wall (if applicable)
 - Clean all drinking fountains (if applicable)
 - Vacuum entire floor space (if applicable)
 - Vacuum walk off mats (if applicable)
 - Sweep/mop entire floor space, including corners, edges and baseboards (if applicable)
- Office/Cubical/Nursing/Quiet space
 - Clean all flat surfaces, including desks (don't touch items on desk, work around papers), file cabinets, window ledges and furniture
 - Remove trash, reline container
 - Vacuum entire floor space (if applicable)
 - Sweep/mop entire floor space, including corners, edges and baseboards (if applicable)
 - Spot clean partition glass (if applicable)
 - Dust partition mullions (if applicable)
- Conference Rooms
 - Clean all flat surfaces, including main table, snack/drink stations, file cabinets, window ledges and furniture
 - Remove trash, reline container
 - Vacuum entire floor space (if applicable)
 - Sweep/mop entire floor space, including corners, edges and baseboards (if applicable)
 - Spot clean window & door glass (if applicable)
 - Dust window & door mullions (if applicable)
- Entry (Exterior)
 - High dust lighting up to 8 feet
 - Clean all interior window glass
 - Clean all window and door mullions
 - Vacuum entire floor space (if applicable)
 - Sweep/mop entire floor space, including corners, edges and baseboards (if applicable)
 - Sweep exterior mats (if applicable)
 - Sweep exterior to a distance of 5 feet
 - Remove trash, reline exterior container (if applicable)
 - Resecure/relock entry (if applicable)
- Entry (Interior & vestibule)

- High dust lighting up to 8 feet
- Clean all interior window glass
- Clean all window and door mullions
- Vacuum entire floor space (if applicable)
- Sweep/mop entire floor space, including corners, edges and baseboards (if applicable)
- Remove trash, reline exterior container (if applicable)
- Resecure/relock entry (if applicable)
- Lobby/Lounge/Common Area Seating
 - High dust lighting up to 8 feet
 - Clean all tables & furniture including frames, remove debris from furniture cushions
 - Clean under all tables & furniture
 - Clean all interior glass (if applicable)
 - Remove trash, reline container (if applicable)
 - Vacuum entire floor space (if applicable)
 - Sweep/mop entire floor space, including corners, edges and baseboards (if applicable)
- Breakroom/Kitchen/Kitchenette
 - Clean all flat surfaces, including tables, counter, window ledges and furniture
 - Clean sinks and faucets
 - Clean exterior of appliances including fridges and microwaves
 - Vacuum entire floor space (if applicable)
 - Sweep/mop entire floor space, including corners, edges and baseboards (if applicable)
- Storage room
 - High dust lighting up to 8 feet
 - Remove trash, reline container (if applicable)
- Stairs/stair well
 - ****starting at the top and working down****
 - Clean stair well door glass (if applicable)
 - Clean all handrails
 - Dust all balusters
 - Sweep all stairs treads
 - Sweep all landings
 - Damp mop all stair treads and risers (as applicable)
 - Damp mop all stair landings (as applicable)
 - Vacuum all stair treads (as applicable)
- Elevator
 - Clean all call buttons
 - Clean elevator cab door (inside and outside)
 - Clean elevator cab walls, including corners and edges
 - Clean elevator cab door tracks
 - Clean elevator floor landing tracks (all levels)
 - Clean elevator floor landing door frame (all levels)
 - Vacuum elevator cab floor (if applicable)
 - Mop elevator cab floor (if applicable)
- Exterior Common Area
 - High dust lighting up to 8 feet
 - Clean all tables & furniture including frames, remove debris
 - Clean under all tables & furniture
 - Clean drinking fountains (if applicable)
 - Sweep up and remove any debris with 4 feet of location
 - Remove trash, reline container (if applicable)
 - Vacuum entire floor space (if applicable)
- Court room
 - High dust lighting up to 8 feet
 - Clean all tables & furniture including frames, remove debris
 - Clean under all tables & furniture
 - Clean all interior glass (if applicable)
 - Remove trash, reline container (if applicable)
 - Vacuum entire floor space (if applicable)

- Clean all window and door mullions
- Sweep/mop entire floor space, including corners, edges and baseboards (if applicable)

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 15 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, Advanced Commercial Cleaning, LLC can provide these products and invoice them separately.

Advanced Commercial Cleaning, LLC will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

Advanced Commercial Cleaning, LLC will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Advanced Commercial Cleaning, LLC will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Advanced Commercial Cleaning, LLC will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation
- Bonding

Employee Status

Personnel supplied by Advanced Commercial Cleaning, LLC are deemed employees of Advanced Commercial Cleaning, LLC and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

Advanced Commercial Cleaning, LLC is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

Advanced Commercial Cleaning, LLC is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of five (5) years and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Economic Recovery Clause

Advanced Commercial Cleaning, LLC (ACC) reserves the right to update certain costs as they arise from instances such as (but not limited to) unexpected economic downturns, local/state/federal decisions, lockdowns, and or other unexpected increases in cost of living. Outside of the provisions listed (but not limited to) above, ACC will use the below Contract Base Rate - Step Increase for the term of the contract.

Contract base rate - Step Increase

- Year 1 (0%)
- Year 2 (5%)
- Year 3 (5%)
- Year 4 (5%)
- Year 5 (5%)

Cancellation

Right to Remedy

Advanced Commercial Cleaning, LLC reserves the right to be made aware of any deficiencies in quality and is given the opportunity to resolve said deficiencies in quality within 24 hours by written notice. Upon completion of remedy, Advanced Commercial Cleaning LLC will report back to the account designee for approval. Upon resolving said deficiency the customer (referenced the cover letter as "Dear (name)") relinquishes the deficiency from consideration.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of sixty (60) days written notice from either party. If services are refused prior to the sixty (60) days written notice, the customer will be obligated to render payment for the full 60 days. Upon cancellation the customer will render payment outstanding for all equipment purchased or customer may purchase the equipment for the outstanding amount.

Agreement

This Agreement ("this Agreement") is made and entered into by and between Advanced Commercial Cleaning, LLC, with its principal place of business located at 20360 NW Empire Ave, B2, Bend, OR 97703 and Crook County Justice Center with its principal place of business located at 260 Northwest 2nd Street, Prineville, Oregon 97754 by the signing and completing of their respective section below.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties,

they mutually agree to the terms and conditions as outlined above in this Agreement. Start date of work to be determined and agreed to by both parties.

The undersigned warrant they have authority to enter into this Agreement, and that it will be binding upon both parties.

Advanced Commercial Cleaning, LLC

Crook County Justice Center

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

PROFESSIONAL SERVICES CONTRACT

CONTRACTOR: Central Oregon Janitorial Services, LLC DATE: October 2, 2024

ADDRESS: 14140 SW Juniper Dr., Powell Butte, OR 97753

PHONE NUMBER: 541-771-8242 EMAIL: *tara@centraloregonjanitorial.com*

This Professional Services Contract (Agreement) by and between Central Oregon Janitorial Services, LLC (Contractor) and Crook County, a political subdivision of the State of Oregon (County), entered into this date written above and effective as of the effective date, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** The services as described on Exhibit E to this Agreement are to be provided by Contractor in connection with a Project identified as follows: Justice Center Janitorial Services.
2. **DURATION:** This Agreement shall run from October 7, 2024 (“effective date”) through October 6, 2025, unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** Contractor will perform the services as described on Exhibit E attached hereto, to be re-evaluated between the parties within three to six months from the effective date. The parties anticipate an amendment to this Agreement following said re-evaluation with a more refined scope of services.
4. **FEE FOR SERVICES:** Contractor’s fee for the services identified on Exhibit E to this Agreement shall be a not-to-exceed amount, based upon services actually performed: Twenty Thousand Seven Hundred Forty-Five and no/100 Dollars (\$20,745.00) per month.
5. **EXTRA SERVICES:** Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. **EXHIBITS:** The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:

Exhibit A: Required Terms for All Public Contracts
Exhibit B: Independent Contractor Status
Exhibit C: Protected Information
Exhibit D: Business Associate Agreement
Exhibit E: Scope of Services
7. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor.

8. SUBMITTAL OF W-9 BEFORE PAYMENT: Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.
9. REIMBURSEMENT OF EXPENSES: Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
10. PAYMENT BY COUNTY: Unless otherwise agreed to within this Agreement, County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
11. INDEMNIFICATION AND HOLD HARMLESS: The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Agreement, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any subcontractor under the Agreement or any way arising out of the Agreement, irrespective of whether any act, omission or conduct of the County connected with the Agreement is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.
12. CONTRACTOR STATUS: Contractor certifies it is a "Contractor" under ORS 670.600 and relevant law as it pertains to this contract and as further described in incorporated Exhibit B.
13. CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS: Contractor shall fully comply with Oregon law for public contracts, as more fully set forth in the Exhibits.
14. TERMINATION:
 - 14.1. Either party may terminate this Agreement after giving ten (10) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the ten (10) day period after notice of intent to terminate without cause has been given;
 - 14.2. With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
 - 14.3. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year. In the event that funds are

not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

15. INSURANCE:

- 15.1. GENERAL INSURANCE: Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a “per project” Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this Agreement, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor or the fault of Contractor’s agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County’s financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this section 15.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.
- 15.2. WORKERS’ COMPENSATION: Contractor shall provide and maintain workers’ compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers’ compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.
- 15.3. EVIDENCE OF INSURANCE COVERAGE: Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.
 - 15.3.1. NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE: The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Contractor shall provide written notice to County within 2 calendar days after Contractor becomes aware that its coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractor’s insurance coverage to cease or be modified, it is Contractor’s responsibility to notify County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.
- 15.4. EQUIPMENT AND MATERIAL: Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 15.5. SUBCONTRACTOR: The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers’

compensation insurance with coverage's equivalent to those required of the general contractor in this Agreement. Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

- 15.6. EXCEPTION OR WAIVERS: Any exception or waiver of these requirements shall be subject to review and approval from the County.

16. GENERAL PROVISIONS:

- 16.1. ENTIRE AGREEMENT: 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
- 16.2. AMENDMENTS: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 16.3. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of County. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 16.4. SUB-AGREEMENTS: If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
- 16.5. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 16.6. AUTHORIZED SIGNATURES REQUIRED: Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
- 16.7. NO ENCUMBRANCES: Any property delivered or granted to County under this Agreement, and Contractor's Services rendered in the performance of Contractor's obligations under this Agreement, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
- 16.8. NO AUTHORITY TO BIND CROOK COUNTY: Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.

- 16.9. HOW NOTICES SHALL BE GIVEN: Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 NE 3rd Street, Prineville, OR 97754, attention "Legal Department."
- 16.10. GOVERNING LAW AND VENUE: Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 16.11. SEVERABILITY: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 16.12. ACCESS TO RECORDS: County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 16.13. CONFIDENTIALITY: During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure
- 16.14. FEDERAL EMPLOYMENT STATUS: In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
- 16.15. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS: Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
- 16.16. FORCE MAJEURE: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 16.17. EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES: Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
- 16.18. ATTORNEY FEES: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 16.19. WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.

16.20. TAX CREDITS: Should Contractor become entitled to tax credits or tax deductions directly attributable to the costs of energy-efficiency attributes included in the project, such as those provided for in IRS Notice 2008-40, Contractor and County agree to share equally in any net tax benefit received by Contractor. For the purposes of this provision: (a) “net tax benefit” means the reasonable estimate of the net reduction in Contractor’s tax liability for the current period, including any tax benefit, reduced by Contractor’s reasonable costs for applying for and calculating the benefit, and (b) “reduction in Contractor’s tax liability” means a reduction in the amounts due or to become due for federal and state income taxes of Contractor, Contractor’s subcontractors, its partners, members, and shareholders.

16.21. COUNTERPARTS: This Professional Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

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

For Contractor

For Crook County

Central Oregon Janitorial Services, LLC

Board of County Commissioners

By: _____
Signature

Seth Crawford, County Commissioner

Printed Name

Susan Hermreck, County Commissioner

Title: _____

Brian Barney, County Commissioner

Date: _____

Date: _____

EXHIBIT A

REQUIRED TERMS FOR ALL PUBLIC CONTRACTS

1. PAYMENTS AND DEBTS:

- 1.1. Contractor shall promptly, as due, make payment to:
 - 1.1.1. Any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services;
 - 1.1.2. All persons supplying to Contractor labor or material for the performance of the work provided for in the Agreement;
 - 1.1.3. All contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement; and
 - 1.1.4. The Department of Revenue all sums withheld from employees under ORS 316.167.
- 1.2. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished under this Agreement.

2. EMPLOYEES:

- 2.1. Contractor and subcontractors shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 2.2. Contractor shall comply with the prohibition on wage discrimination of ORS 652.220; failure to do so is a material element of the contract and a breach that entitles County to terminate this Agreement for cause.
- 2.3. For all work under this Agreement, Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time-and-a-half pay for:
 - (a) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
 - (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020;
- 2.3.1. If this Agreement is for services, Contractor shall pay employees at least time-and-a-half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in 279B.020 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater;
- 2.3.2. If this Agreement is for personal services, as described in ORS 279A.055, Contractor shall pay its employees who work under this Agreement at least time-and-a-half for all overtime the employees work in excess of 40 hours in any one week, unless said employees are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime;
- 2.3.3. If this Agreement is for services at a county fair, or for another event that Crook County Fair Board authorizes, Contractor shall pay employees who work under this Agreement at least time-and-a-half for work in excess of 10 hours in any one day or 40 hours in any one week.
- 2.4. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- 2.5. Contractor shall give notice in writing to employees who work under this Agreement, either at the time of hire or before work begins on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

3. OTHER PROVISIONS:

- 3.1. By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; Contractor further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.
- 3.2. If this Agreement involves lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

EXHIBIT B

INDEPENDENT CONTRACTOR STATUS

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this Agreement:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least three of the following requirements:
 - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
 - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
 - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
 - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

EXHIBIT C

PROTECTED INFORMATION

If Contractor obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622. Furthermore:

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the County. Protected Information includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the County or proper legal authority.
2. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the County or an individual identified with the data or information in Contractor’s custody or access.

To the extent that Contractor may have access to County protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Contractor will notify the appropriate County contact no later than one hour after they are aware of the breach. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Contractor will not undertake litigation on behalf of the County without prior written consent.
5. **Data Storage and Backup.** Contractor agrees that any and all County data will be stored, processed, and maintained solely on designated servers and that no County data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a County officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the County Information Security Officer for any general or specific case.

Contractor agrees to store all County backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

6. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no County data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a County officer with designated data, security, or signature authority.
7. **PCI Compliance.** Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all County data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of County whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Contractor will provide County with prompt written notice so that County may seek an appropriate protective order or other remedy. If a remedy acceptable to County is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Contractor and County acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage County in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give County the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants County the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need-to-know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Contractor and County.
12. **Criminal Background Check.** County shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the County's Criminal Justice Information System (CJIS) protected data, software systems or facilities.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of County.

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BA Agreement”) between County of Crook (County) and Contractor is adopted to ensure that Contractor will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of County in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this BA Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this BA Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this BA Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Contractor agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this BA Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 to prevent use or disclosure of PHI other than as provided for by this BA Agreement;
3. Report to County any use or disclosure of PHI not provided for by this BA Agreement of which it becomes aware, including any security incident (as defined in 45 CFR 164.304) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to County without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;
5. Make available PHI in a designated record set to County as necessary to satisfy County’s obligation under 45 CFR 164.524 in no more than 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by County, or take other measures necessary to satisfy County’s obligations under 45 CFR §164.526 in no more than 30 days of a request;
7. Maintain and make available information required to provide an accounting of disclosures to County or an individual who has a right to an accounting within 60 days and as necessary to satisfy County’s obligations under 45 CFR §164.528;
8. To the extent that Contractor is to carry out any of County’s obligations under Subpart E of 45 CFR Part 164, Contractor shall comply with the requirements of Subpart E of 45 CFR Part 164 that apply to County when it carries out that obligation;

9. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA rules;
10. County shall notify Contractor of any restriction on the use or disclosure of PHI that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI; and
11. If County is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Contractor agrees to assist County in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of County's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of County agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting County of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to County of any threat of identity theft as a result of the incident.
12. If Contractor is part of a larger organization, Contractor will implement policies and procedures to protect PHI from unauthorized access by the larger organization.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Contractor on behalf of County are limited to:

1. The review of patient care information in the course of Contractor conducting risk and compliance assessment activities, or providing County with a Control Activity Gap Analysis, or the review of PHI and other information necessary to assist County in developing its HIPAA compliance program; and
2. Other uses or disclosures of PHI as permitted by the HIPAA rules as necessary to perform the services set forth in the Agreement.
3. Uses or disclosures of protected health information as required by law.

D. Termination

1. County may terminate this Agreement if County determines that Contractor has violated a material term of the BA Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this BA Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement, if feasible.
3. Upon termination of this Agreement for any reason, Contractor shall return to County or destroy all PHI received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. Contractor shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this BA Agreement will extend to such PHI.
4. The obligations under section D are perpetual and shall survive termination of this Agreement.

EXHIBIT E SCOPE OF SERVICES

9/23/2024

Dear James,

Thank you for the opportunity to bid the new courthouse facility in Prineville, OR. It was such a pleasure to work with you before and we look forward to exceeding your expectations again. After careful consideration, we propose to provide the following regularly scheduled services five nights per week for the entire building:

- Dusting the entire building top to bottom including all horizontal surfaces such as desks, counters, blinds, cubicles, tables, doorways, light fixtures, artwork and window ledges, etc. There will be no limitation here. High areas such as ventilation will be dusted monthly.
- Wet wipe all counter tops, sinks, cabinets, table/chair bases, and doors with approved disinfectant. Paying close attention to all high touch areas nightly.
- Clean, sanitize and re-stock all restroom facilities including mirrors, sinks, showers, faucets, floors, kick plates and chrome, trashcans and toilets/urinals.
- Dust mop/sweep then wet mop all hard surfaced floors.
- Vacuum all carpeted areas with industrial type Hepa filtered machine.
- Wash all windows and glass of any handprints and smudges up to 8 ft. Police any entryways for debris and cobwebs.
- Clean and disinfect all lunchroom and kitchen areas including cleaning out counter appliances on an as needed basis. Staff will be responsible for their own dishes.
- Empty all garbage cans and hazardous waste containers and dispose of properly.

Procedures

- Turn off all lights at the completion of nightly tasks.
- Ensure all interior/exterior doors are closed and secure at the completion of nightly tasks. Doors that are locked shall remain locked and doors that are unlocked shall remain unlocked.
- Report any safety or security items noticed to the Facilities Director.
- Turn in all lost and found articles to the Facilities Director.
- Employees of Central Oregon Janitorial Solutions will always conduct themselves in a professional manner and are up to date on all HIPPA and safety procedures.

These services can be provided at a monthly rate of \$20,745.00

You can expect perfection out of our services, great communication and a drive to be a welcome part of your team.

Proof of insurance and worker's compensation will be provided upon acceptance of this bid, and coverages will be maintained at all times.

These are just a few of the buildings we service:

1. Bend Dental
2. Advantage Dental
3. Bend Surgery Center (this building is 36 hours per night)
4. Bend Urology
5. OSU Cascades
6. Lowes
7. PCC Schlosser (16 hours per night)
8. Bank of Americas

AGENDA ITEM REQUEST



Date: 9/20/2024

Meeting date desired: 9/25 or 10/2

Subject: IGA with Jefferson Co for Rural Health Equity Integration – Central Oregon Health Council Pass through Grant

Background and policy implications:

The Central Oregon Health Council received community behavioral health funding that needed to go into the region for behavioral health. Through this pass-through grant, Jefferson Co will be able to hire a coordinator to implement a systems-level approach to enhance, expand, and stabilize existing programs that increase in-person behavioral health access.

Budget/fiscal impacts:

None

Requested by:

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

Presenters:

Katie Plumb, Health & Human Services Director

Legal review (only if requested):

Legal has reviewed

Elected official sponsor (if applicable):

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CROOK COUNTY AND JEFFERSON COUNTY**

This Agreement is made and entered into this ____ day of _____, 2024, by and between Jefferson County, a political subdivision of the State of Oregon, hereinafter referred to as "Jefferson", and Crook County, a political subdivision of the State of Oregon, hereinafter referred to as "Crook."

WITNESSETH:

WHEREAS, pursuant to ORS 190.003 through 190.110, Jefferson and Crook are authorized to enter into an Intergovernmental Agreement for the performance of any or all functions which a party to the Agreement has the authority to perform; and

WHEREAS, both Jefferson and Crook each operate a public health department, and frequently collaborate to improve public health outcomes throughout the Central Oregon region.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE/DURATION

1.1. This Agreement is effective upon full execution.

1.2. This Agreement shall remain in effect until June 30, 2025, or until terminated in accordance with Section 2 of this Agreement, whichever should occur first.

2. TERMINATION

This Agreement may be terminated by either party upon 30 days written notice to the other party. Termination under this section shall not affect any obligations or liabilities accrued prior to the effective date of termination.

3. STATEMENT OF WORK

3.1 Crook agrees to: Remit payments, not to exceed \$166,667.00, to reimburse Jefferson for services performed under this Agreement. Payments will be made within thirty (30) days of receipt of invoices and receipt of complete W-9 form.

3.2. Jefferson agrees to:

3.2.1. Perform the Scope of Services attached hereto as Exhibit A, the terms of which are incorporated into and made a part hereof.

3.2.2. Submit timely responses for such documentation and reports as Crook may reasonably request.

3.2.3. Remit invoices to Crook in a timely manner.

4. ASSIGNMENT

Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either party.

5. BINDING EFFECT

The terms of this Agreement shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors and assigns.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither party is, by virtue of this Agreement, a partner nor joint venture with the other party and neither party shall have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.

7. INDEMNIFICATION

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

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

7.3. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Contract. Neither party shall be liable for any damages of any sort arising solely from the termination of this contract or any part hereof in accordance with its terms.

8. NON-DISCRIMINATION

Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this agreement when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

9. ATTORNEY FEES

In the event an action, lawsuit or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

10. NO WAIVER OF CLAIMS

The failure by any party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.

11. SEVERABILITY

Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.

12. HEADINGS

The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.

13. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into and made a part of this Agreement.

14. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

15. ENTIRE AGREEMENT

15.1. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any; whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

15.2. This Agreement may not be modified or amended except by a writing signed by both parties.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

Approved: JEFFERSON COUNTY

Approved: CROOK COUNTY

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

EXHIBIT A: SCOPE OF WORK

Objective: Support Prevention Initiatives (Through June 30, 2025)

- **Operationalize and Evaluate Initiatives:** Support rural health equity initiatives at internal, local, regional, and state levels, focusing on increasing in-person behavioral health access.
- **Community Social Service Advisory Committee:** Establish and operationalize this committee to provide strategic guidance and support.

- **Measurement Tool Development:** Develop a tool to monitor timeliness and engagement in specialty behavioral health relevant to Jefferson County residents.
- **Standardized Screening Processes:** Engage partners in creating standardized screening processes for appropriate follow-up care.
- **Referral Pathways:** Coordinate with community partners to develop referral pathways to prevention and intervention programs offered by
- **Resource Navigation and Allocation:** Work with stakeholders to develop strategies and policies to support increased access to behavioral health services.
- **Increased Healthcare Access:** Coordinate with CBOs funded by OHA to enhance access to healthcare and in-person behavioral health services.
- **Initiative Planning and Implementation:** Collaborate with city and county jurisdictions on initiatives funded by Opioid Settlements, BRHN, and other sources to ensure low-barrier access to in-person behavioral health services.
- **Emergency Department Support:** Facilitate connections during care for conditions related to behavioral health needs, such as substance use.
- **Policy Support:** Promote new system-wide policies to reduce inequities in access to evidence-based care.
- **Medication for Opioid Use Disorder:** Support the expansion of this medication in primary care.
- **Trauma-Informed Practices:** Encourage trauma-informed practices and policies for health systems and clinical staff.

Objective: Support Comprehensive Care Initiatives (Through June 30, 2025)

- **Retention in Care:** Support justice-involved individuals' retention in healthcare and behavioral healthcare after release from custody.
- **Justice-Involved Populations:** Assist OHA by connecting with local partners for work with justice-involved populations.
- **Medication-Supported Recovery:** Support the Jefferson County Sheriff's Office in developing and sustaining medication-supported recovery for individuals in custody.

Objective: Increase Access to Behavioral Health Providers in Marginalized Areas (Through June 30, 2025)

- **Workforce Capacity Building:** Collaborate with City and County partners on housing initiatives to build workforce capacity using USDA funding and other rural resources.
- **Rural Training Improvement:** Engage with initiatives like East Cascade Works and the Central Oregon Behavioral Health Consortium to enhance training opportunities for behavioral health interns in rural and frontier communities.

The initiatives outlined aim to increase access to in-person behavioral health services in several ways:

1. **System-Level Coordination:** By adopting a systems-level approach, the RHEI Coordinator will enhance the coordination among various stakeholders, including local and regional partners, to streamline services and reduce duplication. This ensures that resources are utilized effectively, making it easier for residents to access behavioral health services.
2. **Community Advisory Committee:** The establishment of a Community Social Service Advisory Committee will provide strategic guidance and support for behavioral health initiatives, ensuring that they are responsive to the needs of the community and aligned with best practices.
3. **Measurement and Evaluation:** Developing tools to monitor the timeliness and engagement in behavioral health services helps identify gaps and areas for improvement. This data-driven approach enables targeted interventions to enhance service accessibility.
4. **Standardized Screening and Referral Processes:** Implementing standardized screening processes and developing referral pathways ensure that individuals receive appropriate follow-up care and are directed to the right services promptly. This reduces barriers to accessing care.
5. **Resource Navigation and Allocation:** Working with stakeholders to develop strategies and policies for resource navigation and allocation helps individuals find and utilize available behavioral health services more efficiently.
6. **Partnership with CBOs and Funding Utilization:** Coordinating with Community-Based Organizations (CBOs) and utilizing funds from OHA, Opioid Settlements, and other sources expands the capacity to offer in-person behavioral health services, especially in underserved areas.
7. **Emergency Department Support:** Facilitating connections during emergency department visits for behavioral health-related conditions ensures that individuals receive immediate and appropriate care, reducing the chances of unmet needs.
8. **Policy and Practice Support:** Promoting policies that reduce inequities and support trauma-informed practices ensures that behavioral health services are accessible, culturally sensitive, and effective for all community members.
9. **Workforce Capacity Building:** Collaborating with city and county partners on housing and workforce initiatives helps attract and retain behavioral health professionals in rural areas, increasing the availability of in-person services.
10. **Training Opportunities:** Engaging in rural training improvement initiatives ensures a steady pipeline of well-trained behavioral health interns and professionals ready to serve in rural and frontier communities.

DRAFT

AGENDA ITEM REQUEST



Date:

September 25, 2024

Meeting date desired:

October 2, 2024

Subject:

Endorsement of Jackson County Wildfire Hazard Map Letter to State

Background and policy implications:

The Jackson County letter expresses opposition to the adoption of the Wildfire Hazard Map (the "Map"), developed pursuant to Oregon Senate Bills 762 (2021) and 80 (2023). The letter notes that the Map contains substantial errors, the development of the Map lacked transparency and public involvement, and it relies on outdated data. The Letter pushes instead for a comprehensive approach that takes into account properly managing surrounding public lands.

Budget/fiscal impacts:

N/A

Requested by:

*Susan Hermreck, County Commissioner
Susan.hermreck@CrookCountyOR.gov
541-447-6555*

Presenters:

Commissioner Hermreck

Legal review (only if requested):

Yes



JACKSON COUNTY

Oregon

Board of Commissioners

Rick Dyer (541) 774-6118
Dave Dottererr (541) 774-6119
Colleen Roberts (541) 774-6117
Fax: (541) 774-6705

10 South Oakdale, Room 214
Medford, Oregon 97501
BoC-CAO_Admin@jacksoncountyor.gov

September 10, 2024

Honorable Governor Tina Kotek
Office of the Governor
c/o Genevieve Ziebell
Genevieve.J.Ziebell@Oregon.gov
c/o Laura Hutchings
Laura.Hutchings@Oregon.gov
900 Court St NE S-254
Salem OR 97301

Senator Kathleen Taylor
Senator Majority Leader
State of Oregon, Senate District 21
900 Court Street NE, S-205
Salem OR 97301
Sen.KathleenTaylor@oregonlegislature.gov

Representative Julie Fahey
Speaker of the House
State of Oregon, House District 14
900 Court Street NE, H-271
Salem OR 97301
Rep.JulieFahey@oregonlegislature.gov

Representative Jeff Helfrich
House Minority Leader
State of Oregon, House District 52
900 Court Street NE, H-395
Salem OR 97301
Rep.JeffHelfrich@oregonlegislature.gov

Senator Rob Wagner
Senate President
State of Oregon, Senate District 19
900 Court Street NE, S-201
Salem OR 97301
Sen.RobWagner@oregonlegislature.gov

Senator Daniel Bonham
Senator Minority Leader
State of Oregon, Senate District 26
900 Court Street NE, S-423
Salem OR 97301
Sen.DanielBonham@oregonlegislature.gov

Representative Ben Bowman
House Majority Leader
State of Oregon, House District 25
900 Court Street NE, H-295
Salem OR 97301
Rep.BenBowman@oregonlegislature.gov

RE: Letter Requesting the Repeal of Oregon Senate Bills 762 (2021) and 80 (2023)

Dear Governor Kotek, Senators Wagner, Taylor, and Bonham; and Representatives Fahey, Bowman, and Helfrich:

We, the Jackson County Board of Commissioners, wish to express our strong opposition to the adoption of the proposed Wildfire Hazard Map, pursuant to Oregon Senate Bills (SB) 762 (2021) and 80 (2023). Furthermore, we believe that the policy behind this legislation needs to be completely revisited, as it was implemented based on an inaccurate, inconsistent map and a flawed process that could lead to significant legal challenges, erode public trust, and unjustly restrict property rights in the community. As such, we request that you propose repealing the provisions of SBs 762 and 80.

This current iteration of the proposed Map, conducted pursuant to SB 80, promised to be a significant **Page 95** improvement over its predecessor that was developed under SB 762, and being more thoroughly researched and

vetted. However, what we have observed is the exact opposite. The proposed Map contains substantial errors in the basic information, incorrect tax lot counts, incorrect structure locations, misclassified fire scars, and outdated data. These fundamental errors highlight a troubling reality: the State has been unable to produce a map that meets the necessary accuracy and reliability to effectively reduce wildfire hazards. These inaccuracies also present real consequences that will impose substantial burdens, costs, and regulations on property owners.

Additionally, the challenges faced by the State in creating this proposed Map are compounded by mismanaged public lands that surround many of the most affected properties. These poorly managed areas significantly increase the risk of wildfires, and present a larger hazard than the conditions that property owners can control. This combination of inaccurate mapping and the neglect of surrounding landscapes underscores the need for a comprehensive approach that addresses both individual property management and the larger context of public land stewardship. Acknowledging these external factors is crucial for developing more effective strategies to mitigate wildfire risks and enhance community safety, and was not considered during the development of the proposed Map.

Furthermore, the process surrounding the development of the proposed Map lacked transparency and meaningful public engagement, and led to the disenfranchisement of property owners who were not adequately informed or consulted. Additionally, the notification of the application of the proposed Map to individual property owners **after the comment period closes** will require individual property owners to go through the costly and time-consuming contested case process that is required under SB 80.

Moreover, SBs 762 and 80 requires that the proposed Map's classification system rely on outdated data which fails to account for proactive measures taken by property owners to mitigate wildfire risks, such as home hardening and creating defensible space. This leads to arbitrary designations and unnecessary restrictions on responsible property owners who have already taken steps to protect their properties.

Given these pressing concerns, we urge you to repeal SBs 762 and 80 and reconsider the policy behind the adoption of the proposed Wildfire Hazard Map.

Thank you for considering our concerns and recommendations. We look forward to your response on this important matter.

Sincerely,

JACKSON COUNTY BOARD OF COMMISSIONERS



Rick Dyer, Chair



Dave Dotterrer, Commissioner



Colleen Roberts, Commissioner

:rd/jb/mc
By: Email Only
CC: Oregon Legislators, Oregon County Commissioners
M:\Correspondence\2024\2024_09_10_Ltr_Repeal_SBs762and80_Final.docx

CROOK COUNTY BOARD OF COMMISSIONERS

Seth Crawford, Chair

Susan Hermreck, Commissioner

Brian Barney, Commissioner

Date: _____

AGENDA ITEM REQUEST



Date:

September 13, 2024

Meeting date desired:

Work session September 25, 2024; Regular meeting October 2, 2024

Subject:

Order 2024-43, update to the County's biennial Equal Employment Opportunity Plan

Background and policy implications:

The County receives a number of grants, either directly from the federal government, or through the State, which may require the County to adopt and maintain an Equal Employment Opportunity Plan (EEO). As described by the USDOJ, "An Equal Employment Opportunity (EEO) plan is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. Its purpose is to ensure the opportunity for full and equal participation of men and women in the workplace, regardless of race, color, or national origin." The County's current EEO has an expected duration of October 1, 2022 through September 20, 2024. The attached Order 2024-43 would promulgate a new biennial plan, including workforce analysis.

Budget/fiscal impacts:

The plan itself does not require any additional expenses beyond implementing current County policy. The failure to adopt and maintain a plan may result in the inability to apply for future grants, or the noncompliance with current grant requirements.

Requested by:

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

Presenters:

Eric Blaine, County Counsel

Legal review (only if requested):*Legal drafted Elected official sponsor (if applicable):N/A*

Job Categories	Male							Female						
	Hispanic	White	Black	Amer. Indian/Alaska Nat.	Asian	Hawaiian/Pac. Islander	Two or more	Hispanic	White	Black	Amer. Indian/Alaska Nat.	Asian	Hawaiian/Pac. Islander	Two+
Officials/Administrators	0	17	0		0	0	0	0	2	11	0	0	0	0
# community	20	440	70		0	0	0	0	0	265	0	0	0	0
% of County workforce	0.00%	16.50%	0.00%		0	0	0	0	0.87%	8.66%	0	0	0	0
CC % of community workforce	0.00%	3.86%	0.00%		0	0	0	0	N/A	4.15%	0	0	0	0
% of community workforce	0.55%	12.16%	1.93%		0	0	0	0	N/A	8.77%	0	0	0	0
Dif CC% to Comm %	0	-8.30%	-1.93%		0	0	0	0	N/A	-4.62%	0	0	0	0
Professionals	0	8	0		0	0	0	0	35	0	0	0	0	0
# community	0	345	0		0	10	0	0	425	0	10	0	0	0
% of County workforce	0	7.77%	0		0	0.00%	0	0	27.56%	0	0	0.00%	0	0
CC % of community workforce	0	2.32%	0		0	0.00%	0	0	8.24%	0	0	0.00%	0	0
% of community workforce	0	0.00%	0		0	0.28%	0	0	14.06%	0	0	0.33%	0	0
Dif CC% to Comm %	0	2.32%	0		0	0	0	0	-5.83%	0	0	0	0	0
Technicians	1	12	0		0	0	0	0	15	1	0	0	0	0
# community	50	265	0		0	10	0	0	100	185	0	4	0	0
% of County workforce	0.97%	11.65%	0		0	0	0	0	0.00%	11.81%	0.79%	0.00%	0	0
CC % of community workforce	2.00%	4.53%	0		0	0	0	0	0.00%	8.11%	N/A	0.00%	0	0
% of community workforce	1.38%	7.32%	0		0	0	0	0	3.31%	6.12%	N/A	0.13%	0	0
Dif CC% to Comm %	0.62%	-2.80%	0		0	0	0	0	-3.31%	1.99%	N/A	-0.13%	0	0
Protective Services	3	32	0		0	0	1	0	1	6	0	0	0	0
# community	15	204	0		0	0	0	0	0	10	0	0	0	0
% of County workforce	2.91%	31.07%	0		0	0	0.79%	0	0.79%	4.72%	0	0	0	0
CC % of community workforce	20.00%	15.69%	0		0	0	N/A	0	N/A	60.00%	0	0	0	0
% of community workforce	0.41%	5.64%	0		0	0	N/A	0	N/A	0.33%	0	0	0	0
Dif CC% to Comm %	0	10.05%	0		0	0	N/A	0	N/A	0	0	0	0	0
Admin. Support & Paraprofessionals	0	5	0		0	0	0	1	5	49	0	0	1	1
# community	4	410	0		0	0	0	0	20	935	0	4	0	0
% of County workforce	0.00%	4.85%	0		0	0	0	0.79%	3.94%	38.58%	0	0.00%	0.79%	0.79%
CC % of community workforce	0.00%	1.22%	0		0	0	0	N/A	0.00%	5.24%	0	0.00%	N/A	0
% of community workforce	0.11%	11.33%	0		0	0	0	N/A	0.66%	30.94%	0	0.13%	N/A	0
Dif CC% to Comm %	0	-10.11%	0		0	0	0	N/A	0	-25.70%	0	0	N/A	0
Skilled Craft	2	17	0		0	0	0	0	0	0	0	0	0	0
# community	40	650	0		0	0	0	0	50	0	0	0	0	0
% of County workforce	1.94%	16.50%	0		0	0	0	0	0.00%	0	0	0	0	0
CC % of community workforce	5.00%	2.62%	0		0	0	0	0	0.00%	0	0	0	0	0
% of community workforce	1.11%	17.97%	0		0	0	0	0	1.65%	0	0	0	0	0
Dif CC% to Comm %	3.89%	-15.35%	0		0	0	0	0	-1.65%	0	0	0	0	0
Service/Maint.	0	4	0		0	0	0	0	0	0	0	0	0	0
# community	110	985	0		0	0	0	0	65	930	0	0	4	15
% of County workforce	0.00%	3.88%	0		0	0	0	0	0.00%	0.00%	0	0	0.00%	0.00%
CC % of community workforce	0.00%	0.41%	0		0	0	0	0	0.00%	0.00%	0	0	0.00%	0.00%
% of community workforce	3.04%	27.22%	0		0	0	0	0	2.15%	30.77%	0	0	0.13%	0.50%
Dif CC% to Comm %	-3.04%	-26.82%	0		0	0	0	0	-2.15%	-30.77%	0	0	0	0

Total	Total Male County workforce	103	Total Female County workforce	127
	Total Male community workforce	3618	Total Female community workforce	3022
	Percent of community workforce:		Total County workforce:	230
	Male	54.49%		
	Female	45.51%		

Percent of County workforce:	
Male	44.78%
Female	55.22%
Total community workforce	6640

Standard deviation calculation

Crook County Workforce for categories with 30 or more individuals

Category	# individuals	% of CC's workforce	CC% of comm workf.	% of community wf	Diff cc v Com
White F Profs	35	27.56	8.24	14.06	5.83
White M Prot Serv	32	31.07	15.69	5.64	10.05
White F Admin	49	38.58	5.24	30.94	25.7

N = 3 categories
 Mu = 14.06 + 5.64 + 30.94 = 50.64
 50.64 / 3 = 16.88

Data Set	Absol. Val.	Squared
14.06	2.82	7.95
5.64	11.24	126.34
30.94	14.06	197.68

7.95 + 126.34 + 197.68 = 331.97
 331.97 / 3 = 110.66
 $\sqrt{110.66} = 10.52$
 One standard deviation is 10.52
 Two standard devs is 21.04

N = 3 categories
 Mu = 5.83 + 10.05 + 25.7 = 41.58
 41.58 / 3 = 13.86

Data Set	Absol. Val.	Squared
5.83	8.03	64.48
10.05	3.81	14.52
25.7	11.84	140.19

64.48 + 14.52 + 140.19 = 219.19
 219.19 / 3 = 73.06
 $\sqrt{73.06} = 8.55$
 One standard deviation is 8.55
 Two standard devs is 17.1

Wider community workforce for cat. With 30+ individuals

Category	# individuals	% of CC's workforce	CC% of comm workf.	% of community wf	Dif CC v Com
1 White M Officials	440	16.5	3.86	12.16	8.3
2 White F Officials	265	8.66	4.15	8.77	4.62
3 White M Profs	345	7.77	2.32	9.54	2.32
4 White F Profs	425	27.56	8.24	14.06	5.83
5 White M Techs	265	11.65	4.53	7.32	0.62
6 His F Techs	100	0	0	3.31	2.8
7 White F Techs	185	11.81	8.11	6.12	3.31
8 White M Prot Serv	204	11.65	4.53	7.32	1.99
9 White M Admin Spt.	410	4.85	1.22	11.33	10.11
10 White F Admin Spt	935	38.58	5.24	30.94	25.7
11 His M Skilled Craft	40	1.94	5	1.11	3.89
12 White M Skilled C.	650	16.5	2.62	17.97	15.35
13 His F Skilled Craft	50	0	0	1.65	1.65
14 His M Serv/Maint	110	0	0	3.04	3.04
15 White M Serv/Maint	985	3.88	0.41	27.22	26.82
16 His F Serv/Maint	65	0	0	2.15	2.15
17 White F Serve/Maint	930	0	0	30.77	30.77
Total				194.78	149.27

N = 17 categories
 Mu = 194.78
 194.78 / 17 = 11.46

Data Set	Absol. Val.	Squared
12.16	0.70	0.49
8.77	2.69	7.24
9.54	1.92	3.69
14.06	2.60	6.76
7.32	4.14	17.14
3.31	8.15	66.42
6.12	5.34	28.52
7.32	4.14	17.14
11.33	0.13	0.02
30.94	19.48	379.47
1.11	10.35	107.12
17.97	6.51	42.38
1.65	9.81	96.24
3.04	8.42	70.90
27.22	15.76	248.38
2.15	9.31	86.68
30.77	19.31	372.88
Sum:		1551.44

1551.44 / 17 = 91.26
 $\sqrt{91.26} = 9.55$
 One standard deviation is 9.55
 Two standard devs is 19.1

N = 17 categories
 Mu = 149.27
 149.78 / 17 = 8.81

Data Set	Absol. Val.	Squared
8.3	0.51	0.26
4.62	4.19	17.56
2.32	6.49	42.12
5.83	2.98	8.88
0.62	8.19	67.08
2.8	6.01	36.12
3.31	5.5	30.25
1.99	6.82	46.51
10.11	1.3	1.69
25.7	16.89	285.27
3.89	4.92	24.21
15.35	6.54	42.77
1.65	7.16	51.27
3.04	5.77	33.29
26.82	18.01	324.36
2.15	6.66	44.36
30.77	21.96	482.24
Sum:		1538.24

1538.24 / 17 = 90.48
 $\sqrt{90.48} = 9.51$
 One standard deviation is 9.51
 Two standard devs is 19.02

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

IN THE MATTER OF ADOPTING)
THE CROOK COUNTY EQUAL) ORDER NO. 2024-43
EMPLOYMENT OPPORTUNITY)
PLAN FOR 2024-2026)

WHEREAS, as part of its obligations under certain state and federal grants, grant recipients like Crook County may be required to adopt an Equal Employment Opportunity Plan; and

WHEREAS, the requirements of the Equal Employment Opportunity Plan are prescribed by rules adopted by the U.S. Department of Justice; and

WHEREAS, Crook County is committed to furthering the goals of providing equal employment opportunities for its employees and its job applicants, now and in the future.

NOW, THEREFORE, the Crook County board of commissioners adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that the Equal Employment Opportunity Plan attached to this Order be adopted for the period of October 1, 2024 to September 30, 2026.

BE IT FURTHER ORDERED that County staff members are directed to take those steps necessary to promulgate the adopted plan as described under applicable law and the terms of the plan itself.

BE IT FURTHER ORDERED that County staff are directed to complete all necessary ancillary documentation as may be required under applicable law.

DATED this ____ day of _____, 2024.

CROOK COUNTY BOARD OF COMMISSIONERS

Commissioner Seth Crawford

Commissioner Susan Hermreck

Commissioner Brian Barney

Crook County Equal Employment Opportunity Plan

Grant Title:	Multiple Grants
Grant Number:	Multiple Grants
Grantee Name:	Crook County
Award Amount:	Multiple Award Amounts
Address:	300 NE Third St.
Prineville, OR 97754	
Crook County Contact Person:	Human Resources Director
Telephone Number:	(541) 416-3962
Date and Effective Duration of EEOP	October 1, 2024 to September 30, 2026

Equal Employment Opportunity Statement:

Crook County makes an affirmative acknowledgement that it adheres to the laws and principles of providing equal employment opportunities. Job and volunteer applications include the phrases "Equal Opportunity Employer" as does the County's human resources webpage. Further, the following statement is included on the second page of the Crook County employee handbook, which is made available to each new employee upon hiring and is periodically updated. The employee handbook is also posted on the County's website (available to the general public) as a word-searchable PDF document, which may be downloaded free of charge.

EQUAL EMPLOYMENT OPPORTUNITY:

It is the policy of Crook County to employ, retain, promote, discharge and otherwise assess all job applicants and employees on the basis of their merits, qualifications and competence. Crook County is an equal opportunity employer, and as such, we consider individuals for employment according to their abilities and performance. Employment decisions are made without regard to age, disability, race, color, national origin, religion, sex, sexual orientation, veteran status, military status (except for Veterans Preference as described in the employment application), association with members of a protected class, marital status, injured worker status, non-supervisory family relationships, or any other protected class or work relationship. All employment requirements mandated by State and Federal laws and regulations are observed.

Any job applicant or employee who believes he or she has been discriminated against because of any protected classification is encouraged to bring his or her concern to the County Counsel who is the designated EEO Officer for the County. Concerns will be investigated immediately and resolved in accordance with Oregon and federal laws. (If the complaint relates to the County Counsel, the job applicant should bring his or her concern to the County Judge.)

The County evaluates its current equal employment opportunity plan once every two years, or sooner if there is need, to help ensure that the plan reflects the County's

current practices and the current state of the law. The plan is presented at a public meeting of the Crook County Board of Commissioners and deliberated upon prior to enactment. Upon approval of the plan, the original is formally recorded in the records of the Crook County Clerk, and additional copies are available for inspection upon request.

Purpose of the Equal Employment Opportunity Plan:

To explain the idea animating the Federal requirement to draft an Equal Employment Opportunity, it may be useful to start by explaining what is NOT its purpose.

- The EEOP does not require any kind of hiring quota or disparate treatment.
- The EEOP does not mandate any particular type of hiring method.
- The EEOP does not require that the County's workforce exactly match, or even approach, the proportion of the workforce in the wider community within any particular category.

Instead, the purpose of the EEOP requirement is to gather information, and for public agencies to consider in good faith whether the data collected indicates something meaningful. The County is to examine its workforce's demographics, and examine them in the context of reliable comparator information. If there is a disparity, the County is then able to determine whether this might be the result of invidious discrimination, or whether it might be due to innocuous, non-discriminatory causes (including random chance, or the individual choices of private citizens.)

The EEOP is therefore a tool for review and consideration, but not a mandate to undertake any particular action unless the County determines that unlawful discrimination may in fact have been the cause of the disparity. By being armed with such knowledge, the County can thereafter take those steps appropriate to ensure that its hiring practices afford equality of opportunity to all its residents, as the Constitution requires.

Note on Nomenclature:

As more fully described below, determining whether the County's own employee pool over-or-under- represents a particular category requires comparison against the local community. That can lead to confusion as to whether a given paragraph is discussing Crook County as an employer, or Crook County as a community.

For the sake of clarity, in this Equal Employment Opportunity Plan, the term "Crook County" or "the County" will refer to the County as an employer; and the term "community" will refer to the local community workforce population as a whole.

Workforce Comparison Narrative:

In determining whether the County as employer is significantly over-representing or under-representing particular demographic groups in its employee pool, the County draws upon two sources of information. The first is the U.S. Census Bureau American

Fact Finder report EEO-ALLO6W for Crook County¹, updated January 31, 2022. This report provides information about the county-wide employee pool along three axes: gender (two options), race/ethnicity (six options), and job categories (eight options). The American Fact Finder therefore tracks 96 separate entries for the county-wide workforce.

The second source of information is the EEO-4 form, promulgated by the U.S. Equal Employment Opportunity Commission. Crook County is responsible for filling in the form that the EEOC publishes, based upon the compilation of its own employment data. The EEO-4 form requires entries along three axes: gender (two options), race/ethnicity (seven options), and job categories (eight options). The EEO-4 form therefore tracks 112 separate entries for Crook County's employee workforce.

Data Comparison Issues:

As has been discussed in previous Crook County EEOP's, comparing these two sources of information presents some challenges.

1. *Comparing categories between the Census and EEO-4 form.*

First, while the two documents have the same number of job categories, they do not have the same names for the job categories. For instance, the EEO-4 lists a category entitled "para-professionals," whereas the American Fact Finder does not. Meanwhile, the American Fact Finder report includes two separate types of protective service employees, "sworn" and "unsworn," whereas the EEO-4 form only includes a single category for protective service employees.

For the purpose of this EEOP, the County will compare the following categories against each other:

American Fact Finder category titles	EEO-4 category titles
Officials/Administrators	Officials/Administrators
Professionals	Professionals
Technicians	Technicians
Sworn Protective Services; Unsworn Protective Services	Protective Services
Administrative Support	Administrative Support, Para-Professionals
Skilled Crafts	Skilled Crafts
Service/Maintenance	Service Maintenance

¹ The report is entitled "Crook County, Oregon EEO-ALLO6W - State/Local Government Job Groups by Sex and Race/Ethnicity for Worksite Geography, Total Population (Universe: Civilian employed at work 16 years and over)."

2. *Reconciling the different ethnic/racial categories.*

In prior years, the differences between the EEO-4 form and the Census data were even greater than today (e.g. comparing 128 categories in the latter versus 240 categories in the former.) Much of the scale of differences could be attributed to the number and manner in which racial and ethnic groups were tracked between those two forms. For instance, for years the EEO-4 form included “Hispanic” as a separate racial category, while the Census’ American Fact Finder report used the term “Hispanic/Latino”² as an ethnic signifier. This meant that in earlier versions of the EEO-4, an individual could either be Hispanic, or some other racial group; while for the Census report, someone could be simultaneously Hispanic/Latino and White, or Hispanic/Latino and Native American. This difference, in particular, made comparisons between the two sources of information difficult.

This divergence, unfortunately, continues. For the purposes of comparing the two sources of information, the County will treat the term “Hispanic” in the same manner as the EEO-4 report, in the hopes that this will help elucidate whether there are any significant disparities in the workforce. Further, while in prior iterations of these reports, there were entries for individuals claiming two or more racial categories, the reports used for this Plan have eliminated such entries.³

3. *Contradictory data between the two sources.*

In previous years’ Crook County EEOs, there had been instances where the data from one source showed individuals within one of the categories which was not mirrored in data from the other source for that same (or comparable) category. For instance, the County’s EEO-4 form might show that it had individuals within the Female Native Hawaiian/Pacific Islander Professionals category, where the Census data showed zero such persons in the community workforce.

This is not unexpected, as the Census Data was published on January 31, 2022, and the County’s workforce data is more recent. As shown on the attached chart, there are seven such categories where the County has at least one employee, but the Census data states there are zero such employees in the wider community workforce. Fortunately, however, in none of those seven categories are there 30 employees – as explained below, the US DOJ advises that categories with 30 individuals or fewer may be disregarded for determining whether there is any significant demographic disparity.

² While often used interchangeably, the two terms mean different things. “Hispanic” refers to someone who traces his or her ancestry back to Spain. “Latino” refers to someone who traces their ancestry back to Latin America. A person can be one, or the other, or both.

³ While the decision of the Census Bureau to discontinue these entries may seem dramatic, in Crook County’s case, the number of individuals claiming such categories was extremely low. For instance, for the Census data used in the 2017 Crook County EEO, the total number of individuals claiming two or more categories was less than 40 in the entire community, out of a population in excess of 20,000 (two tenths of 1%). The vast majority of the two-racial group combinations in the Census data had zero local individuals listed.

Analysis Chart:

Attached to this narrative is a detailed spreadsheet showing the comparisons between the wider community workforce and Crook County's workforce. In order to assist in evaluating the data, below is an example of one particular sorting: female, white, Officials/Administrators.

Officials/Administrators	11
# community	265
% of County workforce	8.66%
CC % of community workforce	4.15%
% of community workforce	8.77%
Dif CC% to Comm %	-4.62%

Total Female Crook County Employees: 127

Total Female community workforce: 3,022

This chart shows that within Crook County's workforce, there are eleven individuals which fall within the category of female, white, Official/Administrators. Meanwhile, there are 265 individuals within the wider community workforce which fall within that category. The eleven individuals in Crook County's workforce comprise 8.66% of the female workers in Crook County ($11 \div 127 = 0.0866$, or 8.66%). The eleven County employees comprise 4.15% of the total number of White, Female, Officials / Administrators in the community workforce ($11 \div 265 = 0.0415$, or 4.15%). Meanwhile, the 265 individuals comprise 8.77% of the total female community workforce of 3,022 workers ($265 \div 3,022 = 8.77\%$).

In this example, there is a difference between the percentage of Crook County's share of the wider community workforce for this one racial/ethnic, gender, and professional category, and the percentage of the wider community workforce: $8.77\% - 4.15\% = -4.62\%$ difference.

The question now becomes whether these differences are statistically significant. If they are, then additional actions on the part of the County may be required to address the disparity. If it is not statistically significant, then it is likely that the difference is due to mere random chance, and no additional actions would be required.

Determination of Significance:

The requirement to publish an EEOP, and the requirement to examine an employer's workforce in comparison to the wider community, are not mandates that a given employer must match exactly the demographics of the region. The law does not require some manner of quota system, and differences between one of the Census categories and one of the EEO-4 categories is not necessarily a sign of anything inappropriate. Further, the smaller the category, the likelier that any one input is determined by random chance. The smallest Crook County category includes only 1 individual, meaning that any change along one of three axes will adjust that category by 100%. A

difference of 100% may sound significant in the abstract, but in this example, that literally means that only one single person has changed in one of many different possible demographic categories.

Also, a number of categories produce results that are both very small in both relative and absolute terms. Take the following as an example: the comparisons for Female American Indian/Alaskan Native Technicians.

Technicians	0
# community	4
% of County workforce	0.00%
CC % of community workforce	0.00%
% of community workforce	0.13%
Dif CC% to Comm %	-0.13%

Crook County had zero such employees. However, in the wider community workforce, there are only four such individuals described in the data sources. The question becomes, even if Crook County has zero employees in a given category, does that demonstrate anything more than random chance? The United States Department of Justice advises that a difference of two standard deviations can be considered significant. They further advise that categories which include fewer than 30 individuals can be disregarded as being too small for statistical significance.

Standard deviation can be found according to the following formula:

$$\text{Standard Deviation} = \sqrt{\frac{\sum |x - \mu|^2}{N}}$$

- Σ (sigma) is a symbol signifying “the sum of” a data set.
- μ (mu) is a symbol signifying the mean (average) of the data set.
- The two vertical lines, “| |” within which are “ $x - \mu$,” signify that we are to find the “absolute value.” This means that if the difference between x and μ is a positive number, no change is made. If, however, the difference between x and μ is negative, the number is rendered into a positive to reflect its “absolute value.”
- X signifies an individual value within the data set.
- N signifies the number of data points in the data set’s “population.”

The order of mathematical operations is as follows:

1. The “data set” is identified.
2. The individual values in the data set are counted. This constitutes the “population” of the data set, which will become the equation’s value of N .
3. The individual entries in the data set are added together, with the resulting sum divided by the value of N . This is used to determine the value for μ .

4. For each individual value in the data set (“x”), the value of μ is subtracted. The “absolute value” of the difference of $x - \mu$ is found.
5. The absolute value is then squared for each iteration of $x - \mu$.
6. The squared values are then added together, to find the value of Σ .
7. Σ is divided by N.
8. The dividend of $\Sigma \div N$ is then square-rooted,⁴ to find the value of the standard deviation for the data set.

However, the US DOJ does not provide guidance as to which data set to use to find the appropriate standard deviation. The two possibilities are (1) the standard deviation from the County’s workforce; and (2) the standard deviation from the community workforce. A further question is whether to (3) compare the difference between the percentage of Crook County employees fall within a certain category versus the same percentage of employees in that category for the wider community workforce, or (4) to compare the percentage which Crook County’s employees represent in the wider community workforce.⁵

While each can be calculated, there is little guidance on which of these figures to use to determine significance.

The County calculated each value⁶, ignoring data sets where the data showed fewer than 30 individuals. The County workforce only included three (3) categories with more than 30 individuals. The community workforce included seventeen (17) categories with more than 30 individuals. The County calculated a comparison of each of these, comparing either the percentage of the community workforce made up by the County’s employees; or the difference in percentages between the County’s workforce represented by a category, versus the percentage of the wider community workforce represented by that same category. Those figures show:

- When what is compared is the percentage of the County’s workforce, versus the percentage of the community workforce, for those positions where there are at least 30 County employees, the standard deviation is **10.52%**.
- When what is compared is the percentage of the County’s workforce, versus the percentage of the community workforce, for those positions where there are at least 30 employees in the wider community, the standard deviation is **9.55%**.
- When what is compared is the difference between the percentage of Crook County’s workforce made up of a given category, versus the percentage of the

⁴ There is probably a more artful way of saying this, but the author of this document did not excel in high school mathematics. The indulgence of the reader is appreciated.

⁵ For instance, the County might have 103 male employees, of which 17 are white male Skilled Craft workers. Those 17 employees represent 16.5% of the County’s male employees. In the community, there may be 3,618 male employees, of which 650 are white male Skilled Craft workers. Those 650 employees represent 17.97% of the 3,618 male employees in the County. Crook County’s 17 employees represent 2.6% of the 650 white male Skilled Craft workers; and those 17 employees represent 0.4% of the 3,618 male employees in the community workforce.

⁶ A copy of these calculations is attached to the plan.

wider community workforce made up of that same category, for those positions where there are at least 30 County employees, the standard deviation is **8.55%**.

- When what is compared is the difference between the percentage of Crook County’s workforce made up of a given category, versus the percentage of the wider community workforce made up of that same category, for those positions where there are at least 30 employees in the wider community, the standard deviation is **9.51%**.⁷

In light of the lack of guidance as to which of these four values to use to determine whether there is a statistically significant difference between the County’s workforce and the wider community workforce, this plan will use **9.51%** as the standard deviation. While this is not the lowest figure⁸, using the lowest percentage (8.55%) would mean that the County only potentially examines 3 out of 112 different categories, to determine significance. Using the next lowest figure (9.51%) would require the County to examine 17 out of 112 categories. On a purely subjective level, it is hoped that examining more categories will assist the County in complying, in good faith, with the letter and spirit of the equal employment requirement, than would examining fewer categories.⁹

For the purpose of Crook County’s EEOP, below are the calculations:

1. The data set is identified. In this case, the data set includes the difference between the percentage of Crook County’s workforce made up of a given category, versus the percentage of the wider community workforce made up of that same category, apportioned among the three axes (gender, racial/ethnic group, job type) for which the value of the wider community workforce is more than 30 individuals. Those values are:

White Male Officials 8.3%	White Female Officials 4.62%	White Male Professionals 2.32%	White Female Professionals 5.83%
White Male Technicians 0.62%	Hispanic Female Technicians 2.8%	White Female Technicians 3.31%	White Male Protective Services 1.99%
White Male Administrative Support 10.11%	White Female Administrative Support 25.7%	Hispanic Male Skilled Craft 3.89%	White Male Skilled Craft 15.35%
White Female Skilled Craft 1.65%	Hispanic Male Service/Maintenance 3.04%	White Male Service/Maintenance 26.82%	Hispanic Female Service/Maintenance 2.15%
White Female Service/Maintenance 30.77%			

⁷ For point of comparison, the 2022-24 County Plan observed that the standard deviation for the County workforce was 10.09%, and the standard deviation for the wider community workforce was 9.25%.

⁸ The lower the standard deviation number, the **more likely** it is that any difference is found to be significant.

⁹ Fortunately, as shown on the attached chart, using 8.55% as a standard deviation for the 3 categories (out of 112) does not result in any different outcome than using 9.51% as a standard deviation for 17 categories (which includes the 3 mentioned previously).

2. N is identified: there are seventeen values in this data set, therefore $N = 17$.
3. μ is calculated: For this data set, the cumulative sum is 149.27%. 149.27% divided by 17 is 8.81%, therefore, $\mu = 8.81\%$.
4. The absolute value for each entry in the data set is calculated, as $|x - 8.81\%|$
5. The square of the absolute values is calculated.

<u>Data Set Entry</u>	<u>Absolute Value</u>	<u>Squared</u>
8.3	0.51	0.26
4.62	4.19	17.56
2.32	6.49	42.12
5.83	2.98	8.88
0.62	8.19	67.08
2.8	6.01	36.12
3.31	5.5	30.25
1.99	6.82	46.51
10.11	1.3	1.69
25.7	16.89	285.27
3.89	4.92	24.21
15.35	6.54	42.77
1.65	7.16	51.27
3.04	5.77	33.29
26.82	18.01	324.36
2.15	6.66	44.36
30.77	21.96	482.24

6. The sum of the squared values is calculated: 1,538.24%.
7. The sum of the squared values, 1,538.24%, is divided by N, 17. $1,538.24\% \div 17 = 90.48\%$
8. The standard deviation is calculated by finding the square root of the dividend: $\sqrt{90.48\%} = 9.51\%$.

For this data set, the standard deviation is 9.51%.

Two standard deviations equals 19.02%.

Analysis:

Using the two standard deviations recommended by the US Department of Justice, the following observations can be made:

- The County underrepresents white male service/maintenance employees. Crook County employs 4 such individuals, out of a total of 103 male employees (3.88%). These County employees constitute 0.41% of all such workers in the entire community workforce. The wider community employs a total of 985 such individuals, out of a male workforce of 3,618 (27.22%).

- The County underrepresents white female administrative support employees. Crook County employs 49 such individuals, out of a total of 127 female employees (38.58%). These County employee constitute 5.24% of all such workers in the entire community workforce. The wider community employs a total of 935 such individuals, out of a female workforce of 3,022 (30.94%).
- The County underrepresents white female service/maintenance employees. Crook County employs no such individual, out of a total of 127 female employees (0%.) The wider community employs a total of 930 such individuals, out of a female workforce of 3,022 (30.77%).
- Using two standard deviations to determine significance, no other categories are significantly different.
- For those three categories with a significant difference, one has zero County employees.

Therefore, of the categories where Crook County has even a single employee, there are only two (out of 112) for which there is a significant over-or-under-representation. That equals a bare 1.8% of the 112 categories.

The County's past EEOs have found that the rate of significant over-or-under-representation 15, 12, 7, 3, 3, and 3 demographic categories. The County is very close to having zero categories with no statistically significant differences between its workforce and the wider community workforce.

Based upon this data, the County finds that its hiring processes have been successful in preventing discrimination in the hiring of qualified employees, and that these hiring practices should continue.

Objectives:

- Crook County is committed to continue hiring and employment practices that adhere to the County's Equal Employment Opportunity Plan, and improve minority opportunities for employment with the County.
- Increase representation in the identified "underrepresented" job categories as identified above, while maintaining current levels for those categories which are within the range as being significantly proportionate.

Steps to Achieve Objectives:

The following steps will be implemented to address the County's objectives:

- Provide training opportunities for employees in all job classifications to upgrade their skills and improve their career development opportunities in

conjunction with the "Education and Training" Policy, which can be found in the Crook County Employee Policy Handbook.

- Review and update the County's recruitment policies and procedures to promote equal employment opportunities, as needed.
- Continue to offer reimbursements for education, classes and seminars that could promote bilingual and secondary language skills, as outlined in the "Education and Training" Policy, which can be found in the Crook County Employee Policy Handbook.
- Explore new methods to recruit employees.

Dissemination:

The Human Resources Director, or appointed County representative, will be designated to implement the Equal Employment Opportunity Plan for Crook County.

External

- Continue to include the "Equal Employment Opportunity" statement on the Crook County 'Employment Application' and the 'Sheriffs Application' (employment).
- In newspaper and external postings, advertise as "EEO".
- Continue to include the "Equal Employment Opportunity" statement on the Crook County 'Human Resources' department webpage.
- Continue to maintain the availability of the Crook County Employee Policy Handbook, which contains all relevant policies associated with the County's Equal Employment Opportunities, including by keeping it on the County website available for free download.
- The County welcomes and encourages comments upon this EEO Plan, which should be directed to the County's Equal Employment officer.

Internal

- Provide the 'Employee Questionnaire for Self-Identification of Race/ Ethnicity' at new hire orientation.
- Provide newly hired employees with the Crook County Employee Policies Handbook.
- Provide hiring and selection assistance to all County hiring managers that promote the County's Equal Employment Opportunity Plan and Crook County Employee handbook Policies .
- The County welcomes and encourages comments upon this EEO Plan, which should be directed to the County's Equal Employment officer.