



# CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, December 18, 2024 at 9:00 am

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

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

Meeting ID: 981 7361 2010; Passcode: 033745

## PUBLIC COMMENT

## CONSENT AGENDA

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

1. **Approve Minutes**
2. **COIC Requests Board Approval for Crook County STIF and FTA 5310 Projects (2025-2027) and Updated Committee Roster**
3. **Amendment #7 for Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Treatment (Agreement #PO-44300-00026007)**
4. **Upgrade current ERP with Central Square to new version**
5. **2025 Update to County's Airport Hangar Lease Policy**
6. **Code Compliance and Land Use Hearings Officer Contract with David Doughman of DFD Law LLC**

## DISCUSSION

7. **Proposal for Early Closure of County Offices on Christmas Eve 2024**

Requester: Will Van Vactor  
County Manager

8. **Approve 2025 Holiday Schedule, 2025 Regular Session Schedule, & 2025 Work Session Schedule**

Requester: Will Van Vactor  
County Manager

**9. Orders 49, 50, and 51 make leave policy changes to the County handbook**

Requester: Amy Albert

Human Resources

**10. Consider appointment of citizen to the Budget Committee**

Requester: Jamie Berger

Presenters: Will Van Vactor / Jamie Berger

**11. Amendment to FLAP Grant for Ochoco Ranger Station Road Overlay to extend expiration date from 12/31/24 to 12/31/25**

Requester: Christina Haron

Presenter: Brad Haynes, Road Superintendent

**12. Domestic Relations Mediation Services RFP Selection**

Requester: John Eisler

Assistant County Counsel

**13. Resolution 2024-52 Amending the County's Fee Schedule**

Requester: John Eisler

Presenters: Jacquie Davis / John Eisler

**14. Order 2024-48 Correcting Nomenclature of Agricultural Extension Committee**

Requester: Eric Blaine

County Counsel

**15. Response to Grievance relating to public notice of the December 4, 2024, Board meeting**

Requester: Will Van Vactor

County Manager

**16. Final Plat Review for Grandridge II Subdivision, Phase 1**

Requester: Katie McDonald

Senior Planner

**17. Public Hearing: Ordinance 347, An Ordinance Amending the Crook County Zoning Ordinance to Adopt a Zone Map Change for Map Tax Lot 1614110000700, and Declaring an Emergency, second reading.**

Requester: Katie McDonald

Senior Planner

**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)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations; ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

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.

18. **ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.**
19. **ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.**

### **NOTICE AND DISCLAIMER**

The Crook County 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.

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

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

## **Additional Items**

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

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 12/12/2024 at 12:18 PM

**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES  
OF OCTOBER 2, 2024, REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Board of Commissioners met in a Regular Session on October 2, 2024, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Board Members Present: Commissioner Seth Crawford, Commissioner Brian Barney, and Commissioner Susan Hermreck

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Executive Administrative Assistant Sarah Puerner; Breyanna Cupp; James Preuss; Casey Daly; Stanley Flynn; Dock Kerbow; Mandi Puckett; Kathy Puckett; Jacquie Davis; Jon Soliz; Stephanie Wilson; Will Van Vactor; Sheriff Gautney; Brad Haynes; Katie Plumb; Andrew Rasmussen; Kari Hathorn; Kelly Coffelt; Jamie Berger; Lisa Neuberger; Cheryl Seely; Alex Solterbeck; Mona Glade; Christina Haron; Elsie Ray; Tim Deboodt; Michaela Edwards; Stephen Chellis; Sarah Beeler; Rebecca Keegan; Linda Pepper; Shelby Duncan; Bill Elliott; Joanna Gardner; Maryann Carbaugh; Gail Merritt; Stephen Gilday; Maggie Hale; Duane Porter; Tawndy Byrd; Jessica Brumble; Adam Mikulski; Karen Mikulski; Dick Zimmerlee; Debbie Zimmerlee; Julie Thompson; Don Porfily; Rebecca Asbell; Kate Soliz; Kathryn Lundeen; Rosemary Putnam; Traci Utterback; and members of the public.

**REGULAR SESSION**

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

**Public Comment:** None

**Consent Agenda:**

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

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

**Discussion item #3: Recognize Employees with 15+ years of service to Crook County:**

**Requester:** Breyanna Cupp

**Details:** Executive Assistant Breyanna Cupp attended the Regular Session to honor employees celebrating milestone anniversaries of 15 years of service. Each honoree received a milestone pin and certificate as a token of appreciation for their dedicated service. The Board of Commissioners expressed their gratitude to the employees and commemorated the occasion with a group photo at the Historic Courthouse. Additionally, Breyanna highlighted that Hannah Elliott from the Community Development Department is featured as the October Employee Spotlight.

**Discussion item #4: Domestic Violence Awareness:**

**Requester:** Joanna Gardner

**Details:** Saving Grace Outreach Services Coordinator Joanna Gardner attended the Regular Session to request the Board of Commissioners' support in recognizing October as Domestic Violence Awareness Month. Saving Grace, dedicated to assisting individuals affected by domestic violence, expressed gratitude for Crook County's warm welcome and continued support. Commissioner Crawford read the Domestic Violence Awareness Proclamation, which was subsequently signed by the Board of Commissioners.

**Discussion item #5: Presentation regarding Educational Campus (HUB):**

**Requester:** Mandi Puckett

**Details:** HDCA Community Relations Director Mandi Puckett attended the Regular Session to present the Board of Commissioners with an overview of an Educational Campus HUB initiative and to request a letter of support. The proposed campus would provide childcare and early education, K-12 dual enrollment opportunities, career and trades training, transportation, and educational family services. Mandi shared the goals, mission, vision, and ongoing community support for the project. The letter of support would formalize collaboration with High Desert Christian Academy to repurpose and transform the old hospital into an educational campus for Crook County. Mandi plans to develop a detailed proposal and present it to both the City and the County at a future date.

**Discussion item #6: Funds to continue Christmas in the Pines:**

**Requester:** Maryann Carbaugh

**Details:** Committee Chairpeople Maryann Carbaugh, Gail Merritt, and Stanley Flynn attended the Regular Session to request a \$5,000 donation from the Board of Commissioners to support Christmas in the Pines. The funds requested would cover operational expenses, repair existing displays, purchase new and replacement displays, and fund electrical upgrades and supplies. The event relies entirely on volunteers and community donations to remain viable. Last year, approximately 11,000 people visited Christmas in the Pines, and the event received around 11,000 pounds of donated food, all of which stayed within Crook County to support local needs. The Board of Commissioners suggested involving high school leadership students to assist with the event, complementing the Crook County boys' basketball team, which already helps with takedown once the event concludes.

**MOTION** to fund Christmas in the Pines for the \$5,000.00 they are requesting and to take it out of the community fund. Motion seconded. During discussion, Commissioner Crawford thanked those involved for their hard work and how the community looks forward to this every year. No further discussion. Motion carried 3-0.

**Discussion item #7: Informal Bid Selection - Picnic Table Replacement:**

**Requester:** Casey Daly

**Details:** Fairgrounds Manager Casey Daly attended the Regular Session to present an informal bid to the Board of Commissioners for replacing picnic tables at the Fairgrounds. The bid, submitted by Highland Products Group/The Park Catalog, totals

\$31,050 for 30 new tables. The cost will be covered by the \$2 million grant previously awarded to the Fairgrounds. The new tables will replace the current 30 wooden picnic tables, which have reached the end of their lifespan.

**MOTION** to accept the bid from Park Warehouse. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #8: Justice Center Janitorial Procurement:**

**Requester:** James Preuss

**Details:** Facilities Director James Preuss presented options for janitorial services for the new Justice Center, in compliance with CCC 3.12.060, which requires three competitive quotes for intermediate procurement. The quotes received were: 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 include cleaning services five days per week. Mr. Preuss recommended awarding the contract to Central Oregon Janitorial Solutions based on their experience, staffing capabilities, and excellent communication throughout the process.

**MOTION** to approve Central Oregon Janitorial Solutions and to sign the contract out of court once received. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #9: IGA with Jefferson County for Rural Health Equity Integration - Central Oregon Health Council Pass through Grant.:**

**Requester:** Katie Plumb

**Details:** Health and Human Services Director Katie Plumb attended the Regular Session to request approval to distribute funds to Jefferson County as part of a pass-through grant. Crook County, acting as the fiscal caretaker, received these community behavioral health funds from the Central Oregon Health Council to ensure regional distribution. Jefferson County will receive one-third of the funds to hire a coordinator tasked with implementing a systems-level approach to enhance, expand, and stabilize programs that improve in-person behavioral health access. Approval is required to facilitate the distribution of these funds to Jefferson County.

**MOTION** to approve the intergovernmental agreement between Crook County and Jefferson County. Motion seconded. No discussion. Motion carried 3-0.

**Discussion item #10: Endorsement of Jackson County Wildfire Hazard Map Letter to State:**

**Requester:** Susan Hermreck

**Details:** Commissioner Susan Hermreck presented a letter from Jackson County opposing the adoption of the Wildfire Hazard Map. The map, developed under Oregon Senate Bills 762 (2021) and 80 (2023), has been criticized for significant errors, a lack of transparency and public involvement in its creation, and reliance on outdated data. Jackson County's letter advocates for a more comprehensive approach to wildfire mitigation, emphasizing the importance of proper management of surrounding public lands. Commissioner Hermreck proposed joining Jackson County in this stance, aiming to encourage other counties to unite in support of a collaborative approach.

**MOTION** for the endorsement of the Jackson County Wildfire Hazard Map Letter that will be sent to the State. Motion seconded. During discussion, Commissioner Crawford mentioned that Will Van Vactor and himself have been working with OSU and they've been outrageously obnoxious in their misunderstanding of what is happening on the ground. No further discussion. Motion carried 3-0.

**Discussion item #11: Approval of Order 2024-43 In the matter of adopting the Crook County Equal Employment Opportunity Plan for 2024-2026:**

**Requester:** Eric Blaine

**Details:** County Counsel Eric Blaine attended the Regular Session to seek Board approval for Order 2024-43, which updates Crook County's Equal Employment Opportunity Plan (EEO). This plan, required for federal and state grant compliance, ensures equal workforce participation for all genders and minorities. The new biennial plan, effective through September 2026, includes a workforce analysis comparing 17 categories of labor market data to identify potential barriers. Of these, only two categories are relevant to Crook County's workforce. The proposed update reflects the county's commitment to maintaining equitable employment practices. Approval of Order 2024-43 is required to adopt the plan.

**MOTION** to approve Order 2024-43. Motion seconded. No discussion. Motion carried 3-0.

**Interim Manager Report:** None

**Commissioner Updates:**

Commissioner Crawford shared that he recently convened a meeting with local schools, the State, and the High School Trap Club to discuss establishing a potential home for the Trap Club along Paulina Highway. While a few details still need to be finalized, the location offers the possibility for future expansion. If the Trap Club proves successful, the site could also accommodate a pistol range and, eventually, a long rifle range.

Commissioner Hermreck discovered that FEMA had allocated \$70,000 to United Way to address food insecurity, but Crook County was initially unaware of the funding, which needed to be utilized by December 31st of this year. A group of community members quickly organized, applied for the grants, and successfully secured the funds. The grants were used to support food insecurity initiatives, including providing additional meals, supplying the senior center, and benefiting various programs to assist all Crook County residents in need. In addition, Commissioner Hermreck announced that she received a letter from the Department of Environmental Quality (DEQ), requesting a hold on the operating permit for Knife River. The request, forwarded from Senator Merkley's office, was recently received. Nicole from the Governor's Office asked if the County could assist by distributing the information to the affected landowners.

**Public Comment:**

**Comments on DEQ Letter:**



Julie Thompson stated that, based on her interpretation of the letter, the County now has grounds to revoke the wash permits, providing a valid basis for such action. She inquired whether pulling the permit is being considered as an option and questioned why the County has not taken steps to stop the washing activities, expressing concern about the lack of County intervention.

Assistant County Counsel John Eisler clarified that the requested hold pertains to the review of an amendment to the permit for the Woodward site, which was intended to expand operations to include Vanier. The hold has not yet been approved. The letter also mentions the need for adequate funding, a sampling plan, and the initiation of a monitoring plan in November, contingent upon securing sufficient funds. Additionally, the letter requests assistance in collecting samples from neighboring properties. Eisler explained that the responsibility to suspend, modify, or revoke the permit lies with the County, which would require evidence of a violation of the criteria or proof of harm. However, the letter does not suggest suspending the permit; it merely requests a pause on the review of the proposed modification.

Will VanVactor stated that he was not involved when the Woodward pit was originally approved. He explained that for any land use approval, the applicant is required to submit an application along with written materials that demonstrate compliance with the established approval criteria.

Traci Utterback expressed gratitude toward DEQ for their acknowledgment of the issue, as reflected in the letter. She noted that this is the first written confirmation of the problem. However, she also expressed disappointment that the County Commissioners had not taken steps to address the issue or work toward halting the activity.

Dick Zimmerlee pointed out that the County had requested information from DEQ from the outset, asking for a justification to act, and now the letter provides a basis to suspend the activity. He emphasized that the County has the authority to place a hold on the operations. Zimmerlee noted that nearby wells, some over 100 years old, had never experienced issues until the past two years. He questioned why the site cannot be temporarily shut down until the root cause of the problem is determined, asserting that there is sufficient anecdotal evidence to justify such an action.

Ashley McCormick asked what specific wording or evidence is needed to halt the CUP (Conditional Use Permit) until answers are provided. She also questioned why the County is not being informed when fines are issued against the site, particularly for actions significant enough to warrant penalties. McCormick expressed concern over the lack of communication regarding such serious matters.

Kate Soliz, a resident of Green Valley Road, expressed curiosity about the information available and the efforts made by residents, including hiring lawyers and geologists, to address their concerns. She asked what steps the County has taken to ensure that Jim Newton was included in the September 19th meeting and why residents were not allowed representation, despite the County's awareness of their concerns. She also

inquired whether the information provided by attorneys and well testing had been shared with Seth and asked if Knife River had indicated any intention to sue the County.

Assistant County Counsel John Eisler read aloud the most recent email he sent to Ed, providing a word-for-word response to Ed's request to shut down Knife River's operations.

Will Van Vactor explained that the Conditional Use Permit (CUP) is tied to specific conditions, and any violations of these conditions could lead to a code enforcement proceeding. He noted that the conditions and potential violations are being reviewed and discussed at this time.

Adam Mikulski, a resident of Stahancyk Lane across from the mine, expressed frustration about a recent meeting, noting that attendees did not engage with residents. He shared that he has extensively researched the issue and obtained a copy of the Conditional Use Permit (CUP). Mikulski read portions of the CUP regarding groundwater and dewatering and believes that Knife River's actions violate the CUP. He urged the Commissioners to take action, asserting that the County has grounds to suspend the permit. Mikulski noted that he has testified multiple times, alongside Vanier, about past violations by Knife River and criticized the lack of enforcement, questioning the purpose of the CUP if it has no "teeth." He plans to distribute copies of the CUP to neighbors, encouraging them to file formal complaints, as previous complaints were not submitted through official channels.

Susan Hermreck requested that a letter be sent to DEQ addressing the ongoing issues, with a response deadline set for November. Assistant County Counsel John Eisler will first reach out to DEQ by phone. If no response is received, Commissioner Hermreck proposed sending a formal letter requesting answers before the November deadline mentioned in the correspondence from DEQ.

At 11:29 a.m. the Board of Commissioners convened into Executive Session under the following statute(s): 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.

### **EXECUTIVE SESSION**

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

**MOTION** to direct staff to prepare the response and to present to the counter party as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

**MOTION** to direct staff to prepare the draft document for future discussion at a later meeting as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 11:54 a.m.**

Respectfully submitted,

**Sarah Puerner / Breyanna Cupp**

**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES  
OF OCTOBER 9, 2024, WORK SESSION  
Open Portion**

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

Board Members Present: Commissioner Seth Crawford, Commissioner Brian Barney, and Commissioner Susan Hermreck

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Executive Administrative Assistant Sarah Puerner; Interim County Manager Will Van Vactor; Executive Assistant Breyanna Cupp; Legal Assistant Alex Solterbeck; Road Superintendent Brad Haynes; Airport Manager Kelly Coffelt; Finance Director Christina Haron; Undersheriff Bill Elliott; Library Director Sarah Beeler; Fairgrounds Manager Casey Daly; Health and Human Services Director Katie Plumb; Sheriff Gautney; Assessor Jon Soliz; Clerk Cheryl Seely; Administrative Division Manager Stephanie Wilson; Health Programs Facilitator Shelby Fisher; Modernization Manager Stephanie O’Neal; Assessment Technician Elsie Ray; Appraiser Stephanie West; Assessment Technician Linda Pepper; Madi Cunningham; Derek Hofbauer; Dock Kerbow; Garth Finley; and members of the public.

**WORK SESSION**

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

**Public Comment:** None

**Discussion item #1:** Review of Accomplishments from Heart of Oregon Corps:

**Requester:** Madi Cunningham

**Details:** Madi Cunningham, Manager of Heart of Oregon Corps, attended the Work Session to highlight this summer's achievements. The Corps focused on Recreation, Fire Fuels, and Habitat Restoration projects. Throughout the summer, the program included special events like college day, career day, and awards day. Sixteen Crook County youth participated, working four to nine-hour days and earning \$15.00 per hour, with total earnings amounting to \$55,342.50 for the season. Their efforts included treating 26 acres for noxious weeds, completing 26 miles of road work, conducting fire prevention at Jefferson and Crook CFs, engaging in 31 days of aquatic work, 18 days of range work, 7 days of wildlife work, and 4 days of OHV trail maintenance. These accomplishments were shared with the Central Oregon Youth Conservation Corps and were supported by a Crook County grant awarded in March.

**Discussion item #2:** Seeking Approval of Revised Crook County Statewide Transportation Improvement Fund (STIF) Advisory Committee Roster:

**Requester:** Derek Hofbauer

**Details:** Derek Hofbauer, Outreach and Engagement Administrator for COIC, attended the Work Session to request approval of the STIF Plan, which COIC administers on behalf of Crook County. He provided an overview of the STIF funding application process and outlined the necessary steps for County Commissioners' approval. As the Qualified Entity, Crook County receives STIF funds from ODOT, which are then allocated to COIC/Cascades East Transit for operating transit services within the county. The projected budget for the Crook County STIF Formula Fund for the 2025-2027 biennium is \$1,750,935. Approval of the STIF Plan by the Crook County Commissioners is required before submission to ODOT by January 16, 2024. The Crook County STIF Advisory Committee will meet on October 23 to prioritize transit projects for the Commissioners' consideration. Derek is coordinating with the Band of Brothers on veterans funding for a vehicle and recommends submitting the application by Monday, given the minimal reporting requirements, which COIC supports. Derek will assist with the reporting process and plans to return in November to present an action item for the advisory committee's review.

**Discussion item #3: OHA 2023-2025 Intergovernmental Agreement Amendment 12:**

**Requester:** Katie Plumb

**Details:** Katie Plumb, Director of Health and Human Services, attended the Work Session to discuss an amendment to an Intergovernmental Agreement (IGA). This amendment marks the third in a series of contract updates for Fiscal Year 25, which represents the latter half of the biennium for this agreement. The finalized program awards included in this amendment are as anticipated, with the exception of PE43, as detailed in the note regarding budget and fiscal impacts. Originally, Immunization Services under PE43 were budgeted to receive \$10,000 in grant funds for FY25. However, following Amendment 12, the award for PE43 has increased to \$61,426. This item will be placed on the consent agenda for October 16<sup>th</sup> for final approval.

**Discussion item #4: Seeking permission to apply for Environmental and Climate Justice Community Change Grant for \$19+ million dollars:**

**Requester:** Sarah Beeler

**Details:** Library Director Sarah Beeler attended the Work Session to request permission to apply for an EPA climate justice grant, with the application period closing on November 21, 2024. If successful, the grant will fund the construction of a new barndominium-style structure that will serve as a Resiliency Hub, Community Hall, and Library of Things. The planned structure will feature an ADA-accessible trail encircling the property and a designated play area for children with intellectual and developmental disabilities. Additional grant funds will be allocated for developing a community water system and trails for hiking, biking, and horseback riding. The grant application will also include budgeting for indirect costs such as project management and accounting support. A grant writer may be contracted at a rate of \$45 per hour to assist with the application process.

**Discussion item #5: Request for Closure of County Counsel Physical Office on Nov. 21 and 22:**

**Requester:** Eric Blaine

**Details:** County Counsel Eric Blaine attended the Work Session to request permission to close the office during the Oregon County Counsels Association conference, coinciding with the last two days of the Association of Oregon Counties meeting on November 21 and 22. Traditionally, while two members attended, one remained in the office. This year, Mr. Blaine proposes that all staff attend, as they can access necessary files remotely through file management software. The remote-working policy already successfully supports staff working from home part-time, and the office can provide remote assistance in emergencies. No additional funds are needed for attendance, as the department budget covers the costs. Mr. Blaine noted that the office would resume normal operations the following Monday.

**Discussion item #6: Consider Appointments to Boards and Committees:**

**Requester:** Sarah Puerner

**Details:** Executive Assistant and Communications Officer Sarah Puerner attended the Work Session to address the current vacancies on various boards and committees. The County has actively advertised these openings and received notable interest. For the Vector Control Board, three applications were submitted by former committee members—Jeff Benkosky, Ken Fahlgren, and Tom Green—all seeking reappointment. An Order will be created and this item will be placed on the consent agenda for final approval for October 16<sup>th</sup>.

**Discussion item #7: Consideration of options regarding prosecution of dog-as-a-public nuisance code violations:**

**Requester:** Eric Blaine

**Details:** County Counsel Eric Blaine attended the Work Session to review the enforcement of the County's animal control ordinance regarding dog-as-a-public nuisance violations. He presented a memo that detailed the application of the ordinance since the summer of 2023 and explored potential modifications to the current practices. Each proposed option was accompanied by a discussion of its disadvantages, noting that the most significant fiscal impact would be the opportunity cost affecting other County functions. Commissioner Hermreck has requested a separate meeting with the involved parties to further discuss these options outside of the Work Session.

**Interim Manager Report:**

Will Van Vactor highlighted the effectiveness of Crook County's leave donation policy, emphasizing the remarkable generosity of county employees who have donated leave to support their colleagues. He extended special thanks to Kathy Puckett, Eric Blaine, and Amy Albert for their contributions to managing this program. Additionally, Mr. Van Vactor offered his congratulations to the Finance Department for receiving the Distinguished Budget Award from the Government Finance Officers Association, acknowledging the significant effort required to meet the association's high standards for this honor.

**Commissioner Updates:**

The Board of Commissioners received requests for two letters of support. Kelsey Lucas, the EDCO Crook County Director, requested the first letter in support of the Economic

Development Plan. The second letter, requested by Mandi Puckett, the HDCA Community Relations Director, is to support the Educational Campus HUB.

**MOTION** to sign the letter of support for Economic Development Plan and the letter of support for the Educational Campus HUB at the conclusion of the meeting today. Motion seconded. No discussion. Motion carried 3-0.

Commissioner Crawford reported that during the Queen's coronation event, a fee of \$1,300 was charged for the use of the outdoor arena at the Fairgrounds. He highlighted the significance of this event as a partnership opportunity and praised the Queen's role as a prominent ambassador for Crook County. To support such valuable community engagement, Commissioner Crawford proposed that the fee charged to the Queen be covered by the community fund.

**MOTION** to pay the \$1,300.00 fee out of the community fund. Motion seconded. No discussion. Motion carried 3-0.

At 10:00 a.m. the Board of Commissioners read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed; ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection; and ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

### **EXECUTIVE SESSION**

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

**MOTION** to direct staff to correspond with the counter party as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

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

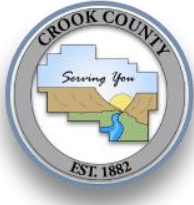
**MOTION** to approve and sign the letter to DEQ after County Counsel presents the final draft to Commissioners outside of court. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 11:28 a.m.**

Respectfully submitted,

**Sarah Puerner / Breyanna Cupp**

## 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):**



## Memorandum



**To:** Crook County Board of Commissioners

**From:** Derek Hofbauer, COIC Outreach and Engagement Administrator

**CC:** Brad Haynes, Crook County Road Superintendent and STIF Program Coordinator

**Date:** December 6, 2024

**Subject:** Request to approve Crook County 2025-2027 Biennium STIF and FTA 5310 Projects and reappoint Advisory Committee members

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### Background

COIC was delegated by Crook County to administer its Statewide Transportation Improvement Fund (STIF) Program. The Crook County STIF advisory committee met on October 23, 2024 to review, prioritize, and approve Crook County STIF projects for the 2025-2027 biennium. The advisory committee also approved the Federal Transit Administration (FTA) 5310 project that was included in the same solicitation cycle. The Crook County STIF and FTA 5310 projects are presented in Attachments A and B.

### STIF Advisory Committee Member Update

COIC is seeking the Crook County Board of Commissioner's consideration of approval for the updated committee roster presented in Attachment C of this memo, as well as term renewals for member appointments that expire in December 2024. The updated advisory committee list includes five voting members that meet all required criteria within the Crook County STIF bylaws. COIC will recruit new members to the Crook County STIF Advisory Committee in 2025 to increase the number of individuals participating.

### COIC staff recommendation

COIC staff recommend the Crook County Board of Commissioner's approval of the Crook County 2025-2027 biennium STIF and FTA 5310 projects, as well as approval of the updated advisory committee roster and term renewals for member appointments that expire in December 2024.

### Example motion

If the Crook County Board of Commissioners chooses to approve the 2025-2027 STIF and FTA 5310 projects, in addition to the updated advisory committee roster presented in the attachments, an example motion is provided below:

*"I move to approve the Crook County 2025-2027 biennium STIF Projects and FTA 5310 Projects as presented, as well as the updated Crook County Statewide Transportation Improvement Fund Advisory Committee member roster and two-year reappointments for member terms expiring in 2024."*

# Attachment A

## Crook County STIF Project Summaries 2025-2027 Biennium

Total for COIC/CET subrecipient projects is \$1,890,935 including carry-over funds.

### Project 1: Carry Over Program Reserve Funds

This project supports continuing Central Oregon Intergovernmental Council STIF projects, such as operations, administration, capital projects and capital match or subrecipient projects as needed. Also provide grant match support for other state or federal funds as needed.

Subrecipient	FY 2026	FY 2027	Total
COIC / Cascades East Transit	\$500,000	-	<b>\$500,000</b>

### Project 2: STIF Program Administration

This project supports the continuation of administration, planning, supporting, marketing and supervising both the Cascade East Transit and Crook County STIF programs without interruption. These activities include: STIF program management, supervision, and oversight, STIF quarterly reporting, STIF committee creation, STIF bylaw adherence, STIF outreach and promotion. This project will also support planning for future transit expansion and needs, as well as provide grant match support for other state or federal funds as needed.

Subrecipient	FY 2026	FY 2027	Total
COIC / Cascades East Transit	\$100,000	\$100,000	<b>\$200,000</b>

### Project 3: STIF Program Operations

Funding supports Dial-A-Ride services in Prineville, as well as rural veterans' health care transportation services and future expanded Dial-A-Ride boundaries. Funding also supports continued operations of CET Community Connector routes directly and indirectly serving Crook County, including routes 26, 24, and future increases in service frequency and future route expansion. Continue to provide funding to support the already established Central Oregon vanpool program, along with expansion efforts to this program for vanpools originating in Crook County. Also provide grant match support for other state or federal funds as needed.

Subrecipient	FY 2026	FY 2027	Total
COIC / Cascades East Transit	\$570,468	\$570,468	<b>\$1,140,935</b>

## Project D: CET Capital Projects & Capital Match Funds

This project is for capital expenses including signage, equipment and bus stops. This also provides grant match support for other state and federal funds as needed.

<b>Subrecipient</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>Total</b>
COIC / Cascades East Transit	\$25,000	\$25,000	<b>\$50,000</b>

## Attachment B

### FTA Section 5310 Project Summary, 2025-2027

#### Project 1: Crook County Purchased Services for Dial-A-Ride in Prineville

This project supports older adults and individuals with disabilities by providing Dial-A-Ride in Prineville and Community Connector Routes 24 and 26 that directly and indirectly serve Crook County.

<b>Subrecipient</b>	<b>Grant Amount</b>	<b>Match Amount</b>	<b>Total Project Cost</b>
CET/COIC	\$186,387	\$21,333	<b>\$207,720</b>

# Attachment C

## Updated Crook County STIF Advisory Committee Roster

Proposed Consolidated STIF Advisory Committee Roster: 6 Voting Members				
Name	Proposed New Term Expiration Date	STIF Membership Representation	Geographic Representation	Occupation/Affiliation
Andrea Breault Bob Townsend*	2025	Public Transportation Service Provider	Crook County and Regional	Transportation Director for Cascades East Transit
George McCart**	2025	Veterans People with disabilities	Crook County	Veteran advocate; former STIF Advisory Committee Member
Dennis Marston	2024 2026	Individuals age 65 or older	Prineville	Works at Prineville Senior Center
Allen Dendy	2025	Veterans People with disabilities	Crook County	Crook County Band of Brothers
Keya Rohovit-Wrolson	2025	People with disabilities Low-income individuals	Crook County	Case manager for Aging and People with Disabilities
Kim Curley (Vice Chair)	2024 2026	Low-income individuals Employers Educational institutions	Crook County and Regional	Commute Options employee
Josh Smith (Chair)	2025	Local governments, including land use planners	Prineville	City of Prineville Community Development Director
Rachel Zakem	2024	Public Transportation Service Provider	Crook County and Regional	Transit Planning Specialist for Cascades East Transit

### Summary of Crook County STIFAC member roster updates and recommendations

\* Robert (Bob) Townsend is CET’s new Transportation Director and will replace Andrea Breault, who no longer works for Cascades East Transit.

\*\* George McCart no longer participates on the advisory committee

\*\*\*Rachel Zakem no longer works for Cascades East Transit

COIC is seeking BOCC approval to reappoint members with 2024 terms to serve another two years on the committee, with those terms set to expire in 2026. Those committee members are Dennis Marston and Kim Curley.



# STIF Plan 2025-27

- [STIF Program Guidebook](#)
- [STIF Plan Application Instructions](#)

**For alternative formats / accessibility questions please reach out to:**  
**The Regional Transit Coordinator in your region or Brian Roth: [brian.roth@odot.oregon.gov](mailto:brian.roth@odot.oregon.gov)**

## Sections 1-5 Visibility \*

Show  Hide

## 1. Qualified Entity

### Qualified Entity Name \*

### Qualified Entity Address \*





### STIF Plan Contact Name \*

### STIF Plan Contact Title \*

### STIF Plan Contact Email \*

### STIF Plan Contact Phone Number \*

### Employer Identification Number (EIN) \*

**Will any of the projects in this STIF Plan use funds jointly managed with one or more other Qualified Entities? \***

## 1.2 Sub-Recipients in STIF Plan

### ⊗ Provider 1

Are any Sub-Recipients included in this STIF Plan? \*

Yes

Provider Name \*

Central Oregon Intergovernmental Council

Sub-Recipient Contact Name \*

Bob Townsend

Sub-Recipient Contact Title \*

Transportation Director

Sub-Recipient Phone Number \*

(541) 548-8163

Sub-Recipient Email \*

rtownsend@coic.org

Sub-Recipient Type \*

Intergovernmental Entity

Sub-Recipient Employer Identification Number (EIN) \*

930620261

Sub-Recipient Website \*

www.coic.org

+ Add Provider

## 2. Advisory Committees

### 2.1 Advisory Committee Website

By checking this box, I agree that all the requirements for Advisory Committees set out in OARs 732-040-0030, 732-040-0035 and 732-042-0020 have been met, including, but not limited to the following:

- The Advisory Committee is guided by written bylaws that contain all the information required in OAR 732-040-0030(5)(a).
- The Advisory Committee’s bylaws, meeting notices, and meeting minutes have been made available to the public in a reasonable and timely manner and are retained for the period required by Oregon public records laws.
- The Advisory Committee has the membership composition required by OAR 732-040-0035.
- For all Projects submitted as part of this application and/or any sub-recipient application, the Advisory Committee has engaged in the review process described by OAR 732-042-0020, to recommend approval or rejection of all proposed Projects and to recommend prioritization of approved Projects.

**Please include a link to an Advisory Committee Website.**

<https://www.coic.org/transportation/stif/>

This website should include the information required by OARs **732-040-0030**, **732-040-0035** and **732-042-0020**, and show how the Advisory Committee’s bylaws, meeting notices, and meeting minutes are made available to the public.

**If some or all of the information required by OARs 732-040-0030, 732-040-0035 and 732-042-0020 is not available on a website, please upload any additional documentation showing how you met the Advisory Committee requirements and how the Advisory Committee’s bylaws, meeting notices, and meeting minutes are made available to the public.**

or drag files here.

Limit 100 MB

**Did the QE’s Advisory Committee or Governing Body convene an optional work group as outlined in OAR 732-040-0030? \***

- Yes
- No

### 3. Local Plan Compliance

#### 3.1 Existing Local Plans from which project(s) are derived.

*Remember to add more than one plan if you are using a combination of multiple plans to meet this requirement.*

⊗ **Local Plan 1**

**Local Plan Name \***

CET 2040 Transit Master Plan

**Governing Body that adopted Local Plan \***

Central Oregon Intergovernme

**Plan Adoption Date \***

9/30/2020



**Local Plan Web Address \***

https://cascadeseasttransit.com/about/2040-transit-master-plan/

**Upload copy of Local Plan if it is not available on a website.**

Upload

or drag files here.

Limit 100 MB

⊗ **Local Plan 2**

**Local Plan Name \***

Central Oregon Coordinated T

**Governing Body that adopted Local Plan \***

Crook County Board of Comm

**Plan Adoption Date \***

6/20/2018



**Local Plan Web Address \***

https://www.coic.org/wp-content/uploads/2020/01/2018-11-06\_central-or-coord-plan\_final\_sig

**Upload copy of Local Plan if it is not available on a website.**

Upload

or drag files here.

Limit 100 MB

+ Add Local Plan



## 3.2 Local Plan requirements

**I agree that the Local Plan(s), either separately or together, contain all of the information required by OAR 732-040-0005(19). \***

- Yes
- No, the Local Plan(s) are not yet consistent with STIF rule requirements.

## 4. Accountability

### 4.1 Accountability methods

- Qualified Entity Accountability:** By checking this box, I affirm that all of the necessary policies and procedures are in place to provide reasonable assurance that compliance of the Qualified Entity with OAR 732, Divisions 40 and 42 is met, and to achieve the goals and outcomes specified in this STIF Plan, including, but not limited to: program and financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal laws, civil rights, and compliance with ADA.
- Sub-Recipient Accountability:** By checking this box, I affirm that all of the necessary policies and procedures are in place to provide reasonable assurance that compliance of all Sub-Recipients with OAR 732, Divisions 40 and 42 is met to achieve the goals and outcomes specified in this STIF Plan, address deficiencies in Sub-Recipient performance, and to provide reasonable assurance that the Qualified Entity can accomplish the applicable requirements of these rules, including but not limited to: audit and compliance requirements, accounting requirements, capital asset requirements, and reporting requirements.

### 4.2 Sub-Allocation method

You may insert a web address in place of a description or document upload, as long as the website includes all the information needed to support approval of the STIF Plan and comply with STIF Rule.

- By checking this box, I affirm that all data used to develop the sub-allocation method was shared with each Public Transportation Service Provider and other potential sub-recipients, as relevant.

**Describe the Qualified Entity’s method for sub-allocating STIF Formula Fund moneys and the collaborative process used to work with Public Transportation Service Providers and other potential Sub-Recipients, as relevant, to develop the sub-allocation method. \***

The population of Crook County is 27,527; Prineville is 12,031; Juniper Canyon is 4,500, and Powell Butte is 2,903. Crook County will consider where payroll tax originated (by city or region), using population as a proxy for payroll. Crook County will support projects that serve and connect all communities within the County and fund multi-county projects proportionately based on their value to residents. Crook County will support projects formally funded by STF that serve older adults and people with disabilities, as well as projects more efficiently and effectively served by other Providers to create employer vanpools and connections outside Central Oregon. The amount of sub allocation is not considered a guaranteed entitlement, but rather is looked at as a starting point for Crook County to consider the overall reach or priority of projects individually and as a whole.

*Limit 1000 Characters*

**Upload Response**

or drag files here.

*Limit 100 MB*

### 4.3 High Percentage of Low-Income Households

You may insert a web address in place of a description or document upload, as long as the website includes all the information needed to support approval of the STIF Plan and comply with STIF Rule.

#### Explain how the STIF Plan defines and identifies communities with a high percentage of Low-Income Households. \*

Crook County defines a high percentage of Low-Income Households as a census tract or census designated place with a higher percent of Low-Income Households than the statewide average.

The definition should also be in your STIF Advisory Committee's bylaws.

Limit 1000 Characters

#### Upload Response

Upload or drag files here.

Limit 100 MB

### 5. STIF Plan Period and Adoption

#### 5.1 Period Covered By STIF Plan

Provide start and end dates for projects proposed for funding in this STIF Plan. The earliest possible start date is July 1, 2025.

Start Date: \*

7/1/2025 

End Date \*

6/30/2027 

## 5.2 STIF Plan Adoption

**STIF Plan Advisory Committee recommendation date \***

10/23/2024 

**STIF Plan Governing Body adoption date \***

12/11/2024 

**Website where Governing Body adoption document is located \***

<https://www.coic.org/transportation/stif/>

**Upload Governing Body adoption document if website is unavailable.**

or drag files here.

*Limit 100 MB*

**Did the Governing Body modify the Advisory Committee's recommended STIF Plan? \***

No 

## 6. Projects

You may upload Sub-Recipient Project Applications instead of manually entering the information for each sub-recipient. All uploaded Sub-Recipient Project Applications must have been submitted to the Qualified Entity's STIF Advisory Committee, approved by the Qualified Entity's Governing Body, and will be part of the Qualified Entity's STIF Plan.

In addition to this, any Qualified Entities with their own Projects may enter that information directly into the STIF Plan, or may choose to upload their own Sub-Recipient Project Application. In all cases, you cannot split information for a single entity between the STIF Plan and an uploaded Sub-Recipient Project Application. All project information for a given entity must be contained either solely within the Sub-Recipient Project Application or STIF Plan itself.

**Important note:** If you'd like to use this optional upload feature, please enter the total amount from each Sub-Recipient Project Application in the conditional boxes that will appear below (this information can be found in the last section of the Sub-Recipient Project Application). This will ensure that the sum of all Qualified Entity and sub-recipient projects are included in STIF Plan section 7. STIF Plan Summary.

### Would you like to upload any approved Sub-Recipient Project Applications for this STIF Plan? \*

Yes


No

## 6.1 Project Detail Entry

### Sub-Recipient 1

#### Upload Project Application Here \*

or drag files here.

 [Crook County Subrecipient Project Application 2025-27 Submitted.pdf](#) ↓ ⊗  
1.2 MB

#### Sub-Recipient Name \*

Central Oregon Intergovernmental Council

#### Sub-Recipient Project Application Total \*

\$1,890,935.00

#### Planned Carry Forward \*

\$0.00

#### FY 2026 Total STIF Funds \*

\$1,195,468.00

#### FY 2027 Total STIF Funds \*

\$695,467.00

#### FY 2026 Student STIF Funds \*

\$107,046.80

#### FY 2027 Student STIF Funds \*

\$57,046.70

**FY 2026  
Percent of STIF  
Funds  
supporting  
student  
transportation \***  
9%

**FY 2027  
Percent of STIF  
Funds  
supporting  
student  
transportation \***  
8%

**FY 2026 Older  
and Disabled  
Persons STIF  
Funds**

\$157,046.80

**FY 2027 Older  
and Disabled  
Persons STIF  
Funds**

\$57,046.70

**FY 2026 Total  
STIF  
Funds From  
Previous Cycle \***

\$500,000.00

*Includes Prior Biennia  
STIF Funds, Prior  
Biennia Interest Accrued  
(FY 23-25)*

**FY 2027 Total  
STIF  
Funds From  
Previous Cycle \***

*Includes Prior Biennia  
STIF Funds, Prior  
Biennia Interest  
Accrued (FY 23-25)*

+ Add Sub-Recipient

### 6.1 Project Detail Entry

**Project 1**

**Project Visibility \***

Show  Hide

+ Add Project

### 7. STIF Plan Summary

**STIF Plan Grand Total**

\$1,890,935.00

*STIF Plan Grand Total: Includes STIF Plan Total, as well as Prior Biennia STIF Funds and Prior Biennia Interest Accrued (FY 23-25)*

**Planned Carry Forward Total**

\$0.00

*Planned Carry Forward Total: The total amount of funding that is set aside to pay for project expenses in a future biennium.*

**STIF Plan Total (Plan Maximum)**

\$1,390,935.00

**STIF Plan Total:** The total amount of funding that ODOT will be authorized to distribute under this plan when it is approved by the OTC. This does not include Prior Biennia STIF Funds or Prior Biennia Interest Accrued (FY 23-25).

**FY 2026 Total Prior Biennia Funds**

\$500,000.00

*The total of Prior Biennia STIF Funds and Prior Biennia Interest Accrued (FY 23-25)*

**FY 2027 Total Prior Biennia Funds**

\$0.00

*The total of Prior Biennia STIF Funds and Prior Biennia Interest Accrued (FY 23-25)*

**FY 2026 Total STIF Funds**

\$1,195,468.00

**FY 2027 Total STIF Funds**

\$695,467.00

**FY 2026 Total STIF Funds from Sub-Recipient Applications**

\$1,195,468.00

**FY 2027 Total STIF Funds from Sub-Recipient Applications**

\$695,467.00

**FY 2026 Student STIF Funds**

\$107,046.80

**FY 2027 Student STIF Funds**

\$57,046.70

<p><b>FY 2026 Percent of STIF Funds supporting student transportation</b></p> <p>8.95%</p>	<p><b>FY 2027 Percent of STIF Funds supporting student transportation</b></p> <p>8.20%</p>
--	--

Unless it is not practicable, each year, the percentage of STIF Funds supporting student transportation must equal or exceed 1% of the FY Total STIF Funds.

---

<p><b>FY 2026 Older and Disabled Persons STIF Funds</b></p> <p>\$157,046.80</p>	<p><b>FY 2027 Older and Disabled Persons STIF Funds</b></p> <p>\$57,046.70</p>
---	--

<p><b>FY 2026 Percent of STIF Funds supporting older and disabled persons transportation</b></p> <p>13.14%</p>	<p><b>FY 2027 Percent of STIF Funds supporting older and disabled persons transportation</b></p> <p>8.20%</p>
--	---

The amount of STIF Funds that support transit services for Older and Disabled Persons. This amount must equal or exceed the Qualified Entity’s allocation of population-based formula funds.

**Effective Date**

This STIF Plan shall become effective as of the date it is approved by the Oregon Transportation Commission and it shall terminate as of the end date specified in Section 5 of the approved STIF Plan.

**Signature**

This STIF Plan serves as a legally binding agreement between the Qualified Entity and the State of Oregon, acting by and through its Department of Transportation.



Download the signature page here:

[STIF Plan Signature Page](#)

**Upload signature page here. \***

Upload

or drag files here.

*Limit 100 MB*

Submit STIF Plan

Save

# FY 2025-2027 Statewide Transportation Improvement Fund Formula Fund STIF Plan Certification of Agreement

This STIF Plan submitted by \_\_\_\_\_, a Qualified Entity, serves as a legally binding agreement between the Qualified Entity and the State of Oregon, acting by and through its Department of Transportation.

By signing below, I certify that I am authorized to execute this STIF Plan on behalf of \_\_\_\_\_, a Qualified Entity as defined in ORS 184.752 (2), under the direction or approval of the Qualified Entity’s Governing Body, and to legally bind the Qualified Entity.

I further acknowledge and represent on behalf of the Qualified Entity each of the following:

- The Qualified Entity, through its agents, officers or employees responsible to administer the STIF Plan and oversee completion of the projects included in the STIF Plan, has read and understands ORS 184.751 through ORS 184.766 and OAR chapter 732, divisions 40 and 42;
- The Qualified Entity agrees to be bound by ORS 184.751 through ORS 184.766 and OAR chapter 732, divisions 40 and 42 and any other laws applicable to STIF Formula Fund program administration and to the completion of the projects described in this STIF Plan;
- The associated STIF Plan is complete and includes all of the required documentation and information;
- The STIF Plan does not contain and is not based on any false or fraudulent information;
- The STIF Plan does not contain any statement or representation that is untrue in whole or part;
- The STIF Plan does not omit information that could have a material effect on the value, validity or authenticity of the STIF Formula Fund distributions made to the Qualified Entity;
- The Qualified Entity agrees to deliver the project(s) described in this STIF Plan within the identified timelines; and
- The Qualified Entity understands that it may request STIF Formula Fund distributions from the Oregon Department of Transportation after the Oregon Transportation Commission has approved the STIF Plan, but may not make a request prior to July 1, 2025.
- Payments to the Qualified Entity are conditioned on the Qualified Entity satisfying all terms and conditions of this agreement.
- The Qualified Entity is required to repay, in full, any distributions paid to the Qualified Entity if the Oregon Transportation Commission determines that the recipient has failed to meet any terms or conditions of this agreement.

Name of authorized representative: \_\_\_\_\_

Authorized representative signature: \_\_\_\_\_

Date of authorized representative’s certification, acknowledgement and representation: \_\_\_\_\_

Name of authorized representative: \_\_\_\_\_

Authorized representative signature: \_\_\_\_\_

Date of authorized representative's certification, acknowledgement and representation: \_\_\_\_\_



## AGENDA ITEM REQUEST

**Date:**

12/02/2024

**Meeting date desired:**

12/11 & 12/18

**Subject:**

Amendment #7 for Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Treatment (Agreement #PO-44300-00026007).

**Background and policy implications:**

Historically, Deschutes County has been the fiscal agent of these funds. Amendment 7 authorizes the direct allocation of MHS 25 funds to Crook County. This funding is used to support the Mobile Crisis Intervention Services that our county mental health provider, BestCare, provides.

**Budget/fiscal impacts:**

There are no suspected budget or fiscal impacts.

**Requested by:**

Camille Krueger, Health & Human Services Deputy Director  
[ckrueger@crookpublichealthor.gov](mailto:ckrueger@crookpublichealthor.gov) 541-447-5165

**Presenters:**

Camille Krueger, Health & Human Services Deputy Director

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

Legal has reviewed

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

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

**AGREEMENT # PO-44300-00026007**

**SEVENTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2024-2025 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,  
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This **Seventh** Amendment to Oregon Health Authority 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2024 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Crook County** (“County”).

**RECITALS**

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

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

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award is hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.



# ATTACHMENT 1

## EXHIBIT C Financial Pages

### MODIFICATION INPUT REVIEW REPORT

MOD#: M1003

CONTRACT#: 026007

CONTRACTOR: CROOK COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND CODE	PROJ	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SF#
FISCAL YEAR: 2023-2024													
	<b>BASE</b>	<b>COMMUNITY CRISIS SER</b>											
25	804	CRISIS		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$72,189.25	\$0.00	A	1	Y		1
TOTAL FOR SE# 25							\$72,189.25	\$0.00					
TOTAL FOR 2023-2024							\$72,189.25	\$0.00					
FISCAL YEAR: 2024-2025													
	<b>BASE</b>	<b>COMMUNITY CRISIS SER</b>											
25	804	CRISIS		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$144,378.50	\$0.00	A	1	Y		1
TOTAL FOR SE# 25							\$144,378.50	\$0.00					
TOTAL FOR 2024-2025							\$144,378.50	\$0.00					
TOTAL FOR M1003 026007							\$216,567.75	\$0.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY  
DATE: 11/15/2024

Contract#: 026007  
REF#: 009

REASON FOR FAAA (for information only):

Mobile Crisis Intervention Services (MHS 25) funds added.

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

M1003 1 These funds are for MHS 25 Mobile Crisis Intervention Services.



**Confidential**  
**CONTRACTOR TAX IDENTIFICATION INFORMATION**  
**For Accounting Purposes Only**

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

**Document number:** 026007-7-7

Legal name *(tax filing)*: \_\_\_\_\_

DBA name *(if applicable)*: \_\_\_\_\_

Billing address: \_\_\_\_\_

City: \_\_\_\_\_

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

FEIN: \_\_\_\_\_

**- OR -**

SSN: \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: 997527062CA244B0913F35CD687F24C3	Status: Sent
Subject: PO-44300-00026007-7 Crook County Amendment	
Source Envelope:	
Document Pages: 5	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Larry Briggs
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Larry.O.Briggs@odhsoha.oregon.gov
	IP Address: 209.112.106.2

**Record Tracking**

Status: Original	Holder: Larry Briggs	Location: DocuSign
11/19/2024 12:32:33 PM	Larry.O.Briggs@odhsoha.oregon.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Oregon Health Authority - CLM	Location: DocuSign

**Signer Events**

**Signature**

**Timestamp**

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jon Collins  
jon.c.collins@oha.oregon.gov

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ebony Clarke  
ebony.s.clarke@oha.oregon.gov

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

Alex Solterbeck  
alex.solterbeck@crookcountyor.gov  
Sent: 11/19/2024 12:36:34 PM

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Carbon Copy Events	Status	Timestamp
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Eric Blaine  
 Eric.Blaine@CrookCountyOR.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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Sent: 11/19/2024 12:36:34 PM  
 Viewed: 11/19/2024 12:57:44 PM

HSD In  
 HSD.Contracts@odhsoha.oregon.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Mick Kincaid  
 mick.j.kincaid@oha.oregon.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Theresa Naegeli  
 theresa.a.naegeli@oha.oregon.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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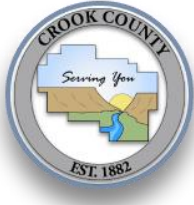
Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/19/2024 12:36:34 PM
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Payment Events	Status	Timestamps
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## 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):**

**CentralSquare Solutions Agreement**

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Crook County, OR** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

**WHEREAS**, Customer entered into a prior agreement for Naviline Software products with CentralSquare Technologies, LLC; and

**WHEREAS**, Customer is a currently licensed end user of the Naviline Software; and

**WHEREAS**, Customer desires to discontinue use of the Naviline Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

**WHEREAS**, this Agreement shall replace and supersede any and all prior agreements directly related to the Naviline Software products being replaced by this Agreement.

**WHEREAS**, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

**WHEREAS**, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Crook County
1000 Business Center Drive Lake Mary, FL 32746	200 NE 2nd Street Finance Dept ste 100, Prineville, OR , 97754
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

**Solution:** Finance Enterprise

**Term.**

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

**Fees.**

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

## Standard Terms and Conditions

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
- 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
  - 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
  - 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
  - 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
  - 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
  - 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
  - 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
  - 1.8. **"Delivery"** means:
    - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
    - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
  - 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
  - 1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.
  - 1.11. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
  - 1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
  - 1.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
  - 1.14. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
  - 1.15. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support).
  - 1.16. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

- 1.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 1.18. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

## 2. **License, Access, and Title.**

- 2.1. **License Grant.** For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. **Access Grant.** For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.
- 2.5. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.6. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.
- 2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

**3. Use Restrictions**. Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

**4. Audit**.

- 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and



records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

## 5. Customer Obligations.

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

## 6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.
- 6.3. Federal Grant Funds. Not Applicable.

## 7. Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

## 8. Security.

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis. **Page 49**

- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
  - 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.
9. **Personal Data**. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:
- 9.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
  - 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
  - 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
  - 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
  - 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. **Representations and Warranties**.

- 10.1. **Intellectual Property Warranty**. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. **Intellectual Property Remedy**. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
- 10.3. **Software Warranty**. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.
- 10.4. **Software Remedy**. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 10.5. **Services Warranty**. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- 10.6. **Disclaimer of Warranty**. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE**

OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRAL SQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRAL SQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRAL SQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare      **CentralSquare Technologies, LLC**  
**1000 Business Center Dr.**  
**Lake Mary, FL 32746**  
**Phone: 407-304-3235**  
**Attention: Legal/Contracts**

If to Customer:      **Crook County**  
**200 NE 2nd Street**  
**Prineville, OR 97754**  
**Phone: 541-447-6554**  
**Email: [finance@crookcountyor.gov](mailto:finance@crookcountyor.gov)**  
**Attention: Finance Director**

12. **Force Majeure.**

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. **Indemnification.**

13.1. **CentralSquare Indemnification.** CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. **Customer Indemnification.** To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

**14. Termination.**

- 14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.
- 14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.
- 14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.
- 14.4. For any on-premise, non-cloud-hosted, subscription asset, the Customer may terminate for convenience, in whole or in part, at any time by providing thirty (30) days written notice. Should Customer terminate for convenience during any twelve (12) month term, CentralSquare shall provide a pro-rated refund for any on-premise subscription asset.

**15. Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:

- 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
- 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.
- 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
- 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
- 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
- 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

**16. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

**17. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be

escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

- 17.3. **Confidential Mediation.** The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 17.4. **Litigation.** If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
18. **Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**
- 19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**
- 19.2. **CENTRAL SQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRAL SQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**
20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. **Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
24. **Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

- 26. Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 27. Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 28. Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.
- 29. Order of Precedence.**
- 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
- 29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
- 29.3. Incorporated Exhibits to this Agreement:
- Exhibit 1:** Solution(s) and Services Fee Schedule
  - Exhibit 2:** Maintenance & Support
  - Exhibit 3:** CentralSquare Access Management Policy
  - Exhibit 4:** Certificate of Insurance (Evidence of Coverage)
  - Exhibit 5:** Statement of Work
  - Exhibit 6:** Using/Accessing Agency Guidelines (if applicable)
  - Exhibit 7:** Service Level Commitments (if applicable)
  - Exhibit 8:** Managed Services Provisions (if applicable)
  - Exhibit 9:** Third-Party Terms and Conditions (if applicable)
  - Exhibit 10:** Community Data Platform Agreement (if applicable)

**EXHIBIT 1**  
**Solution(s) and Services Fee Schedule**

**Quote #:** Q-187787  
**TIPS #**220105

**SOFTWARE INCLUDED**

	<b>PRODUCT NAME</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>DISCOUNT</b>	<b>TOTAL</b>
1.	CentralSquare Payments-Finance Enterprise Annual Subscription Fee	1	0.00		0.00
2.	Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	1	104,255.00	- 8,505.00	95,750.00
3.	HCM Employee Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	250	15.00		3,750.00
					<b>Software Subtotal</b>
					108,005.00 USD
					<b>Discount</b>
					- 8,505.00 USD
					<b>Software Total</b>
					99,500.00 USD

**SERVICES INCLUDED**

	<b>DESCRIPTION</b>	<b>TOTAL</b>
1.	Public Administration Project Management Services - Fixed Fee	780.00
2.	Public Administration Technical Services - Fixed Fee	2,730.00
3.	Public Admin Travel & Living Estimate	11,500.00
4.	Public Administration Consulting Services - Fixed Fee	137,865.00
5.	Public Administration Data Conversion Services - Fixed Fee	12,675.00
6.	Public Administration Project Management Services - Fixed Fee	36,270.00
7.	Public Administration Technical Services - Fixed Fee	14,820.00
8.	Public Administration Training Services - Fixed Fee	32,370.00
		<b>Services Subtotal</b>
		249,010.00 USD
		<b>Discount</b>
		- 3,510.00 USD
		<b>Services Total</b>
		245,500.00 USD

**HARDWARE INCLUDED**

	<b>PRODUCT NAME</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.	VPN Hardware and Support	1	2,700.00	2,700.00
				<b>Hardware Total</b>
				2,700.00 USD

**QUOTE SUMMARY**

<b>Software Subtotal</b>	108,005.00 USD
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<b>Services Subtotal</b>	249,010.00 USD
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<b>Hardware Subtotal</b>	2,700.00 USD
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<b>Quote Subtotal</b>	359,715.00 USD
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<b>Discount</b>	- 12,015.00 USD
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<b>Quote Total</b>	<b>347,700.00 USD</b>
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**RECURRING FEES**

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	2,000.00
FIRST YEAR SUBSCRIPTION TOTAL	99,500.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.



**Payment Terms:**

**Subscriptions:**

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year

**Services:**

**Payment Schedule:**

	<b>Implementation Services</b>
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1 <sup>st</sup> End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

**Hardware:**

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

**Licenses:**

- If applicable, License Fees are due on the Delivery Date.

**Support & Maintenance**

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.
- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

**Third Party:**

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

**Invoice Terms:**

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

**ANCILLARY FEES**

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

## **EXHIBIT 2**

### **Maintenance & Support**

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

#### **1. Product Updates and Releases**

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

#### **2. Support**

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

#### **3. Online Support Portal**

Online support is available via <https://support.centrsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

#### **4. Exclusions from Technical Support Services**

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

#### **5. Customer Responsibilities**

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

**6. Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
<b>Priority 1 – Urgent</b>	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
<b>Priority 2 – Critical</b>	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
<b>Priority 3 – Non-Critical</b>	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative.  Non-Critical Priority 3 issues may also be reported via <a href="https://support.centalsquare.com/s/contact-us">Https://support.centalsquare.com/s/contact-us</a>
<b>Priority 4 – Minor</b>	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative.  Minor Priority 4 issues may also be reported via <a href="https://support.centalsquare.com/s/contact-us">Https://support.centalsquare.com/s/contact-us</a>

**7. Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.
- 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
- 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

**8. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Urgent</b>	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
<b>Priority 2 – Critical</b>	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
<b>Priority 3 – Non – Critical</b>	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare’s User base. Priority 3 issues have priority scheduling in a subsequent release.
<b>Priority 4 – Minor</b>	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

- 9. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
- 9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
- 9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
- 10. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
- 11. Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
- 12. Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

**EXHIBIT 3**  
**CentralSquare Access Management Policy**

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies (“CentralSquare”) requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication (“FIPS”) 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

**BeyondTrust**

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

*Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

**Securelink**

Similar to BeyondTrust's escorted session, Securelink may be utilized via “quick connect”. To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via “gatekeeper”. The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

**Summation**

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

**EXHIBIT 4**  
**Certificate of Insurance (Evidence of Coverage)**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
09/01/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**


<b>PRODUCER</b> MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326  CN130114897-EO/C-GAWU-23-24	<b>CONTACT</b> NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL _____ ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Travelers Casualty And Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER E : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Co.	25615	INSURER B : Phoenix Insurance Company	25623	INSURER C : Travelers Property Casualty Company Of America	25674	INSURER D : Travelers Casualty And Surety Company	19038	INSURER E : AIG Specialty Insurance Company	26883	INSURER F :
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INSURER E : AIG Specialty Insurance Company	26883														
INSURER F :															

**COVERAGES**                      **CERTIFICATE NUMBER:** ATL-005494481-01                      **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			H-630-6S758660-COF-23	08/31/2023	08/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BA-6S783539-23-I3-G	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-6S801390-23-I3	08/31/2023	08/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-6S783668-23-I3-G	08/31/2023	08/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	E&O/Cyber			01-424-27-66	08/31/2023	08/31/2024	Limit 5,000,000 SIR 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Evidence of Insurance

<b>CERTIFICATE HOLDER</b>  CentralSquare Technologies LLC 1000 Business Center Drive Lake Mary, FL 32746	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA LLC  
--	---

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**EXHIBIT 5**  
**Statement of Work**

**[attached]**

# Implementation Statement of Work

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## Project: Cook County, OR – Finance Enterprise and HR/Payroll

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the “Agreement”) between CentralSquare Technologies, LLC (CentralSquare) and Cook County, OR (“Customer”).

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement (collectively the “Project”).

The number and type of software licenses, products, or services provided by CentralSquare, or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors’ SOWs (if applicable) do not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

Parties agree the Project Introduction Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

## Scope of Project

The project includes the CentralSquare core systems, Finance Enterprise and HR/Payroll, as detailed in Appendix A of this SOW.

## Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products. Details related to the activities for each application included in this project can be found in Appendix A of this SOW.

## *Project Teams*

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met.

## *Project Management Methodology*

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

***Initiation:*** This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

***Planning:*** During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be



finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

*Monitor and Control:* Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope, and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately addressed by Central Square and customer Project Manager.

Project governance is essential to establishing a decision making and communications model for the project. Key stakeholders will be identified by all parties and regular status meetings will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

*Project Close Out:* The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

### ***Communication***

*Project Status Cadence Meetings:* Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues.

*Project Status and Issues/Risks Reporting:* In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.

The Issues Log updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreement by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.

If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives.

Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.

#### *Implementation Methodology*

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources will be used during each stage to complete the necessary steps for successful deployment of the contracted services. Contracted services are detailed in Appendix A.

## APPENDIX A - PRODUCT: FINANCE ENTERPRISE AND HR/PAYROLL

### FUNCTIONAL GROUPS:

The Finance Enterprise and HR/Payroll solution will be implemented for the Customer for the following modules:

- General Ledger
- Budgeting
- Accounts Payable
- Accounts Receivable
- Bank Reconciliation
- Cash Receipts/Cash Management
- Fixed Assets/Capital Assets
- Purchasing/Requisitions
- Person/Entity (Vendors/Customers)
- Human Resources
- Payroll
- Employee Online Basic

### INSTALLATION:

Below are the major technical tasks included in this project. Significant tasks included:

Major Task	Description
<b>Completion of VPN Tunnel Worksheet</b>	CentralSquare will present the Customer a worksheet for completion. A sample of this worksheet is attached as Appendix C. The completion of this worksheet is critical to the creation of your Finance Enterprise environment. Please refer to Roles and Responsibilities detailed in Appendix B of this SOW.
<b>Installation of Pre-Prod of Finance Enterprise and Cognos Environments</b>	CentralSquare technical consultant will create a new pre-production environment in CentralSquare's hosted cloud. Details are included in Appendix B of this SOW.

### DATA MIGRATION:

Major Task	Description
<b>Data Migration</b>	CentralSquare consultants will work with the Customer during the migration process. We will assist and train the Customer to use the data import tools. It is the responsibility of the Customer to provide legacy data in an acceptable format.
<b>Data Migration Mapping</b>	The consultant will work closely with the Customer's legacy data expert, to review the source data and assist with mapping it to the proper target data field in Finance Enterprise.

## CONFIGURATION:

Finalizing the Finance Enterprise configuration will be a collaborative process driven by the functional requirements discovered during discovery and consultative engagements between CentralSquare staff and the customer's Subject Matter Experts. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
<b>Needs Analysis</b>	Consultant meets with different areas of Finance reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to the different key functional areas.
<b>System Configuration</b>	CentralSquare consultants will work with the Customer to configure the system to meet their needs. The configuration will be based on the findings of the Needs Analysis. This configuration will be tested and adjusted as needed by the Customer.
<b>Workflow Creation</b>	CentralSquare consultants will work with the Customer to configure Workflow in accordance with the Customer's processes. CentralSquare will work directly with the Customer to identify Workflow to be created. The Workflow will be chosen by the Customer in conjunction with the number of hours (80) available for this task. The Customer will choose and prioritize the models that are to fit into the available hours. Customer will also receive Workflow creation training, see Training section below.
<b>Report Development</b>	The Report Development team will work directly with the Customer to identify reports to be created. The reports will be chosen by the Customer in conjunction with the number of hours (80) available for this task. CentralSquare will scope the requested reports and assign hours to each. The Customer will then choose and prioritize the reports that are to fit into the available hours. Hours assigned to each report will include specifications, development of the report, and modifications (within scope). Delivery of the reports will be made as they are completed and approved.
<b>Configuration Validation</b>	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.

## INTEGRATION/INTERFACES:

Integrations and/or interfaces Included in this project:

<b>Integration/Interface</b>	<b>Use of System</b>	<b>Type of Integration/Interface (i.e. API, Web Service, Batch)</b>	<b>1-way/2-way/Bi-directional</b>	<b>Standard/Custom</b>	<b>Automated/Manual</b>
<b>NeoGov</b>	Advanced HCM	Batch	Bi-Directional	Standard	Manual

## TRAINING:

Training is a structured program designed to equip the Customer's staff with the necessary skills and knowledge for effective software utilization. The Customer has the option to record these training sessions, provided that a signed Confidentiality Agreement is submitted to the CentralSquare Project Manager. The responsibility for the management and storage of these recordings rests solely with the Customer.

## Application Workshops

Application workshop training classes designed as hands-on workshops to Train-the-Trainer. These classes generally are limited to eight participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers) and should be attended by functional experts in the specific application area.

Core Solution	Training Type	Intended Audience	Topics	Location
<b>Finance Core Training</b>	CST Instructor-led Training	Train the Trainer Client functional experts will attend	Accounts Receivable, Accounts Payable, Cash Receipts, Bank Reconciliation, Fixed Assets	Remote
<b>General Ledger Training</b>	CST Instructor-led Training	Train the Trainer Client functional experts will attend	General Ledger & Budget	Remote
<b>HR/Payroll Training</b>	CST Instructor-led Training	Train the Trainer Client functional experts will attend	Human Resources, Payroll	Remote
<b>Cognos Analytics</b>	CST Instructor led Training	Report writers and users	Overview and general navigation. Report building techniques and skills	Remote

## TESTING:

Testing will assess your team’s readiness for Go Live. It is an iterative process, conducted by the client, to verify the configured solution meets the stated functional requirements. This phase is especially important to ensure a smooth transition at go-live. Significant tasks include:

Testing Tasks	Definition
Planning	CST will work with the System Administrator to develop an Acceptance Test Plan to verify the configured solution meets the stated functional requirements. This Plan will include user test scripts covering the various Finance functions
Issue Tracking	CST will collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
Issue Resolution	CST will work collaboratively to resolve all such issues, problems and malfunctions to the customer’s satisfaction
Acceptance Testing	System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed, and certify Finance Enterprise is ready for “go-live”

## DEPLOYMENT:

Starts with the completion of your production environment. Then, we conduct a mock Go Live. Finally, once both teams agree on readiness, we Go Live. Significant tasks include:

Major Task	Description
<b>Configuration Validation</b>	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
<b>Plan Cutover Schedule and Communications</b>	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
<b>Testing Ends Sign Off</b>	Both parties will acknowledge the completion of testing by signing the Testing Ends document.
<b>Execute Go Live</b>	The Client transitions from their legacy system to the Finance Enterprise system and conducts their normal day-to-day business.
<b>Go Live Support</b>	This session will be used to provide support for Go Live. The topic will be determined by client needs.

APPENDIX B: Cloud Services (Cloud Services – Hosted)

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Creation	Initial Creation of CentralSquare’s Finance Enterprise software	Attend Discovery Call Provide necessary information for the environment build. Provide a list of network printers Work with CST team to choose the authentication method Provide a list of users, if needed Work with Networking team to verify the site-to-site VPN is properly configured.	Discovery Call Complete install and data migration Work with client team to choose the authentication method Work with client to verify the site-to-site VPN is properly configured.
2.	Test Account Creation	Test Account Creation is the creation from the production environment once the client goes live.	Validate Account	Create Test Account
3.	Cognos Environment Creation	Creation of the Cognos Analytics pre-production environment.	Validate Account	Complete install and migrate client reports

**Assumptions**

- CentralSquare will migrate Customer data into the Finance Enterprise database and confirm that the Finance Enterprise software’s primary system functions are available.
- CentralSquare will install the Finance Enterprise software into our Private Cloud environment, managed by our Cloud services team and provide access to the Customer through a standard URL, secured over a site-to-site VPN tunnel. We provide a physical hardware appliance that the customer installs on-site and we manage remotely.
- CentralSquare will configure Cisco Anyconnect VPN client access, but only for Disaster Recovery purposes. It is limited to 10 connections. Additional connections can be added for an additional cost.
- CentralSquare will complete all work remotely
- CentralSquare will create one (1) Production Environment and one (1) Test Environment as part of the Agreement. Additional accounts will require additional

hours and hosting fees, added under separate quote by mutual written agreement at CentralSquare's prevailing rates.

- CentralSquare can assist the client with Azure AD (OIDC), which is compatible with version 21.1 or greater. CentralSquare will configure those parts of the integration that are required and accessible for the cloud environment. There are some tasks that CST will require client assistance. Once configuration is complete, this will be tested by the client.
- CentralSquare can assist the client with Okta SAML and Azure AD SAML, which is compatible with version 21.2 or greater. CentralSquare will configure those parts of the integration that are required and accessible for the cloud environment. There are some tasks that CST will require client assistance. Once configuration is complete, this will be tested by the client.

## **Roles and Responsibilities**

CentralSquare:

- Will stand up the new environments.
- URL's for the environment will remain the same following go-live.
- Will conduct a test to verify that CentralSquare applications have been installed and operating properly.
- Completion of VPN Tunnel Worksheet. CentralSquare responsible for CST Cloud Network Settings including, but not limited to, the following:
  - Device Manufacturer/Model
  - Firewall/Gateway Address
  - Protected Network Address(s)
  - Contact information of person(s) responsible for tunnel configuration

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Completion of VPN Tunnel Worksheet. A sample of this worksheet is attached as Appendix C. Required information includes, but is not limited to, the following:
- VPN tunnel configuration requirements, Client Settings
  - Device Manufacturer/Model
  - Firewall/Gateway Address
  - Protected Network Address(s)
  - Contact information of person(s) responsible for tunnel configuration
- Customer must notify CentralSquare right away if the following ranges are not acceptable:
  - 10.30.0.0/16
  - 10.60.0.0/16





	CST Cloud Network Settings	Client Settings
<b>Partner Details</b>		
Name	CentralSquare Technologies	
<b>VPN tunnel configuration requirements</b>		
Device Manufacturer/Model		
Firewall/Gateway Address		
Protected Network Address(s)		
<b>IPSec Parameters (IKE Phase 1 Proposal)</b>		
Pre-shared Key		
IKE Negotiation Mode		IKEv2
Encryption		AES-256
Authentication		SHA-256
D-H Group		14
Psuedo-random Function (PRF)		SHA1
Lifetime		86400 (24 Hours)
<b>IPSec Parameters (IKE Phase 2 Proposal)</b>		
Perfect Forward Secrecy (PFS) D-H Group		14
ESP Encryption		AES-256
ESP Authentication		SHA-256
Lifetime		28800 (8 Hours)
<b>Contact Information</b>		
Responsible party for tunnel config		
Contact details (Name & Email)		
<b>Further information/comments:</b>		
PSK can be updated after tunnel is established.		

**EXHIBIT 6**  
**Intentionally Omitted**

**EXHIBIT 7**  
**Intentionally Omitted**

**EXHIBIT 8**  
**Intentionally Omitted**

**EXHIBIT 9**  
**Intentionally Omitted**

**EXHIBIT 10**  
**Intentionally Omitted**

# Implementation Statement of Work

---

## Project: Cook County, OR – Finance Enterprise and HR/Payroll

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

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The number and type of software licenses, products, or services provided by CentralSquare, or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors’ SOWs (if applicable) do not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

Parties agree the Project Introduction Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

## Scope of Project

The project includes the CentralSquare core systems, Finance Enterprise and HR/Payroll, as detailed in Appendix A of this SOW.

## Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products. Details related to the activities for each application included in this project can be found in Appendix A of this SOW.

## *Project Teams*

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met.

## *Project Management Methodology*

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

**Initiation:** This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

**Planning:** During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be

finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

*Monitor and Control:* Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope, and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately addressed by Central Square and customer Project Manager.

Project governance is essential to establishing a decision making and communications model for the project. Key stakeholders will be identified by all parties and regular status meetings will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

*Project Close Out:* The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

### ***Communication***

*Project Status Cadence Meetings:* Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues.

*Project Status and Issues/Risks Reporting:* In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.

The Issues Log updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreement by the CentralSquare and Customer Project Manager.



The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.

If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives.

Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.

#### *Implementation Methodology*

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources will be used during each stage to complete the necessary steps for successful deployment of the contracted services. Contracted services are detailed in Appendix A.

## APPENDIX A - PRODUCT: FINANCE ENTERPRISE AND HR/PAYROLL

### FUNCTIONAL GROUPS:

The Finance Enterprise and HR/Payroll solution will be implemented for the Customer for the following modules:

- General Ledger
- Budgeting
- Accounts Payable
- Accounts Receivable
- Bank Reconciliation
- Cash Receipts/Cash Management
- Fixed Assets/Capital Assets
- Purchasing/Requisitions
- Person/Entity (Vendors/Customers)
- Human Resources
- Payroll
- Employee Online Basic

### INSTALLATION:

Below are the major technical tasks included in this project. Significant tasks included:

Major Task	Description
<b>Completion of VPN Tunnel Worksheet</b>	CentralSquare will present the Customer a worksheet for completion. A sample of this worksheet is attached as Appendix C. The completion of this worksheet is critical to the creation of your Finance Enterprise environment. Please refer to Roles and Responsibilities detailed in Appendix B of this SOW.
<b>Installation of Pre-Prod of Finance Enterprise and Cognos Environments</b>	CentralSquare technical consultant will create a new pre-production environment in CentralSquare's hosted cloud. Details are included in Appendix B of this SOW.

### DATA MIGRATION:

Major Task	Description
<b>Data Migration</b>	CentralSquare consultants will work with the Customer during the migration process. We will assist and train the Customer to use the data import tools. It is the responsibility of the Customer to provide legacy data in an acceptable format.
<b>Data Migration Mapping</b>	The consultant will work closely with the Customer's legacy data expert, to review the source data and assist with mapping it to the proper target data field in Finance Enterprise.

## CONFIGURATION:

Finalizing the Finance Enterprise configuration will be a collaborative process driven by the functional requirements discovered during discovery and consultative engagements between CentralSquare staff and the customer's Subject Matter Experts. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
<b>Needs Analysis</b>	Consultant meets with different areas of Finance reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to the different key functional areas.
<b>System Configuration</b>	CentralSquare consultants will work with the Customer to configure the system to meet their needs. The configuration will be based on the findings of the Needs Analysis. This configuration will be tested and adjusted as needed by the Customer.
<b>Workflow Creation</b>	CentralSquare consultants will work with the Customer to configure Workflow in accordance with the Customer's processes. CentralSquare will work directly with the Customer to identify Workflow to be created. The Workflow will be chosen by the Customer in conjunction with the number of hours (80) available for this task. The Customer will choose and prioritize the models that are to fit into the available hours. Customer will also receive Workflow creation training, see Training section below.
<b>Report Development</b>	The Report Development team will work directly with the Customer to identify reports to be created. The reports will be chosen by the Customer in conjunction with the number of hours (80) available for this task. CentralSquare will scope the requested reports and assign hours to each. The Customer will then choose and prioritize the reports that are to fit into the available hours. Hours assigned to each report will include specifications, development of the report, and modifications (within scope). Delivery of the reports will be made as they are completed and approved.
<b>Configuration Validation</b>	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.

## INTEGRATION/INTERFACES:

Integrations and/or interfaces Included in this project:

<b>Integration/Interface</b>	<b>Use of System</b>	<b>Type of Integration/Interface (i.e. API, Web Service, Batch)</b>	<b>1-way/2-way/Bi-directional</b>	<b>Standard/Custom</b>	<b>Automated/Manual</b>
<b>NeoGov</b>	Advanced HCM	Batch	Bi-Directional	Standard	Manual

## TRAINING:

Training is a structured program designed to equip the Customer's staff with the necessary skills and knowledge for effective software utilization. The Customer has the option to record these training sessions, provided that a signed Confidentiality Agreement is submitted to the CentralSquare Project Manager. The responsibility for the management and storage of these recordings rests solely with the Customer.

## Application Workshops

Application workshop training classes designed as hands-on workshops to Train-the-Trainer. These classes generally are limited to eight participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers) and should be attended by functional experts in the specific application area.

Core Solution	Training Type	Intended Audience	Topics	Location
<b>Finance Core Training</b>	CST Instructor-led Training	Train the Trainer Client functional experts will attend	Accounts Receivable, Accounts Payable, Cash Receipts, Bank Reconciliation, Fixed Assets	Remote
<b>General Ledger Training</b>	CST Instructor-led Training	Train the Trainer Client functional experts will attend	General Ledger & Budget	Remote
<b>HR/Payroll Training</b>	CST Instructor-led Training	Train the Trainer Client functional experts will attend	Human Resources, Payroll	Remote
<b>Cognos Analytics</b>	CST Instructor led Training	Report writers and users	Overview and general navigation. Report building techniques and skills	Remote

## TESTING:

Testing will assess your team’s readiness for Go Live. It is an iterative process, conducted by the client, to verify the configured solution meets the stated functional requirements. This phase is especially important to ensure a smooth transition at go-live. Significant tasks include:

Testing Tasks	Definition
Planning	CST will work with the System Administrator to develop an Acceptance Test Plan to verify the configured solution meets the stated functional requirements. This Plan will include user test scripts covering the various Finance functions
Issue Tracking	CST will collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
Issue Resolution	CST will work collaboratively to resolve all such issues, problems and malfunctions to the customer’s satisfaction
Acceptance Testing	System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed, and certify Finance Enterprise is ready for “go-live”

## DEPLOYMENT:

Starts with the completion of your production environment. Then, we conduct a mock Go Live. Finally, once both teams agree on readiness, we Go Live. Significant tasks include:

Major Task	Description
<b>Configuration Validation</b>	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
<b>Plan Cutover Schedule and Communications</b>	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
<b>Testing Ends Sign Off</b>	Both parties will acknowledge the completion of testing by signing the Testing Ends document.
<b>Execute Go Live</b>	The Client transitions from their legacy system to the Finance Enterprise system and conducts their normal day-to-day business.
<b>Go Live Support</b>	This session will be used to provide support for Go Live. The topic will be determined by client needs.

APPENDIX B: Cloud Services (Cloud Services – Hosted)

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Creation	Initial Creation of CentralSquare’s Finance Enterprise software	Attend Discovery Call Provide necessary information for the environment build. Provide a list of network printers Work with CST team to choose the authentication method Provide a list of users, if needed Work with Networking team to verify the site-to-site VPN is properly configured.	Discovery Call Complete install and data migration Work with client team to choose the authentication method Work with client to verify the site-to-site VPN is properly configured.
2.	Test Account Creation	Test Account Creation is the creation from the production environment once the client goes live.	Validate Account	Create Test Account
3.	Cognos Environment Creation	Creation of the Cognos Analytics pre-production environment.	Validate Account	Complete install and migrate client reports

**Assumptions**

- CentralSquare will migrate Customer data into the Finance Enterprise database and confirm that the Finance Enterprise software’s primary system functions are available.
- CentralSquare will install the Finance Enterprise software into our Private Cloud environment, managed by our Cloud services team and provide access to the Customer through a standard URL, secured over a site-to-site VPN tunnel. We provide a physical hardware appliance that the customer installs on-site and we manage remotely.
- CentralSquare will configure Cisco Anyconnect VPN client access, but only for Disaster Recovery purposes. It is limited to 10 connections. Additional connections can be added for an additional cost.
- CentralSquare will complete all work remotely
- CentralSquare will create one (1) Production Environment and one (1) Test Environment as part of the Agreement. Additional accounts will require additional

hours and hosting fees, added under separate quote by mutual written agreement at CentralSquare's prevailing rates.

- CentralSquare can assist the client with Azure AD (OIDC), which is compatible with version 21.1 or greater. CentralSquare will configure those parts of the integration that are required and accessible for the cloud environment. There are some tasks that CST will require client assistance. Once configuration is complete, this will be tested by the client.
- CentralSquare can assist the client with Okta SAML and Azure AD SAML, which is compatible with version 21.2 or greater. CentralSquare will configure those parts of the integration that are required and accessible for the cloud environment. There are some tasks that CST will require client assistance. Once configuration is complete, this will be tested by the client.

## **Roles and Responsibilities**

CentralSquare:

- Will stand up the new environments.
- URL's for the environment will remain the same following go-live.
- Will conduct a test to verify that CentralSquare applications have been installed and operating properly.
- Completion of VPN Tunnel Worksheet. CentralSquare responsible for CST Cloud Network Settings including, but not limited to, the following:
  - Device Manufacturer/Model
  - Firewall/Gateway Address
  - Protected Network Address(s)
  - Contact information of person(s) responsible for tunnel configuration

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Completion of VPN Tunnel Worksheet. A sample of this worksheet is attached as Appendix C. Required information includes, but is not limited to, the following:
- VPN tunnel configuration requirements, Client Settings
  - Device Manufacturer/Model
  - Firewall/Gateway Address
  - Protected Network Address(s)
  - Contact information of person(s) responsible for tunnel configuration
- Customer must notify CentralSquare right away if the following ranges are not acceptable:
  - 10.30.0.0/16
  - 10.60.0.0/16



	CST Cloud Network Settings	Client Settings
<b>Partner Details</b>		
Name	CentralSquare Technologies	
<b>VPN tunnel configuration requirements</b>		
Device Manufacturer/Model		
Firewall/Gateway Address		
Protected Network Address(s)		
<b>IPSec Parameters (IKE Phase 1 Proposal)</b>		
Pre-shared Key		
IKE Negotiation Mode		IKEv2
Encryption		AES-256
Authentication		SHA-256
D-H Group		14
Psuedo-random Function (PRF)		SHA1
Lifetime		86400 (24 Hours)
<b>IPSec Parameters (IKE Phase 2 Proposal)</b>		
Perfect Forward Secrecy (PFS) D-H Group		14
ESP Encryption		AES-256
ESP Authentication		SHA-256
Lifetime		28800 (8 Hours)
<b>Contact Information</b>		
Responsible party for tunnel config		
Contact details (Name & Email)		
<b>Further information/comments:</b>		
PSK can be updated after tunnel is established.		





# NaviLine Modernization Overview

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# Public Administration Modernization Landscape

## TRADITIONAL DATABASE SUITE



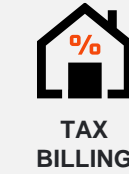
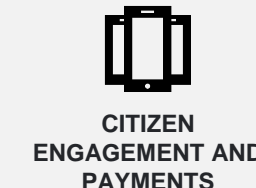
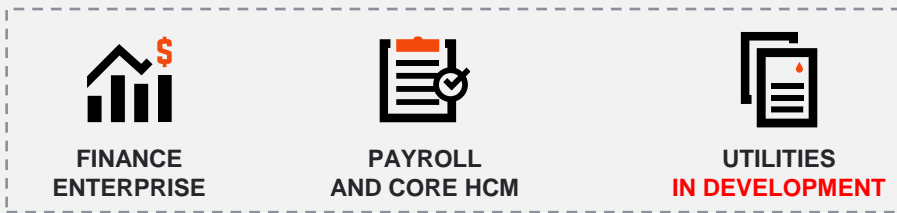
### NaviLine

- NaviLine (aka HTE) contains functionality for all the workflows below
- **We see clients modernize modules gradually (e.g., Community Development, then Asset Management, then Finance/HCM and Utilities). Due to this, we support integrations from NaviLine to landing spots below**
- We continue to incrementally improve this product, provide significant support and regulatory updates



## PUBLIC ADMINISTRATION CLOUD SUITE

### ERP SUITE



- Public sector fund-accounting system. Highly integrated across financial modules and strong workflow to meet needed process
- Integrated Payroll and core HCM provides efficiency w/ finance system
- Partnership with enhanced HCM/Timekeeping systems
- Goal is to provide robust path needed to meet robust NaviLine functionality with cloud-native modern workflows
- Land-based software featuring permitting, licensing, code and other needed workflows for land, parcel, and revenue management
- Comprehensive Asset Management system allowing management of linear, non-linear assets. Strong work management functions and extensibility
- Increasingly important citizen-facing portals that allow connecting back-office apps to citizens
- Allow ease of payment, including through CST
- Cloud-based tax system built upon elements of industry leading legacy systems
- Flexible configuration allows for easier and more timely implementations

• Cloud • Consistent Analytics Platform • Mobile • Emerging Shared Services (Cashiering/GIS and Land) • Integration Layers (API Focus)

# Benefits of Upgrading to Finance Enterprise

## NAVILINE

- Manual and limited integrations between Payroll and HR for 3<sup>rd</sup> parties
- **More limited General Ledger organizational options**
- HTML5 interface adapts a Greenscreen backend that can be more difficult to navigate
- Workflows are not well defined
- Lacks dedicated contract module
- Analytics is not embedded in modules
- **No dedicated mobile app or mobile friendly screens for approvals**

VS.

## FINANCE ENTERPRISE

- Robust Payroll to HR integration
- **General Ledger is built for any flexibility of Fund Accounting, with a fully integrated bank reconciliation**
- Modern user interface makes configuring and navigating simple and easy
- Enhanced and streamlined workflows
- Enhanced procurement and contract capabilities
- Embedded Analytics module
- **Approvals may be made on any tablet or phone with internet access**

# Benefits of Upgrading to Enterprise Asset Management

## NAVILINE

- Graphing functionality in HTML5 but no predefined dashboards or landing pages
- **No mapping synchronicity available – GIS is managed separately from assets**
- **ESRI maps of assets exist outside the application which impacts efficiency**
- Basic pulling of records with minimal filter and subset functionality
- Initial import of customer data through conversion but no continuous updates
- **Limited Facilities functionality on mobile product – HTML5 not designed for mobile experience**

VS.

## ENTERPRISE ASSET MANAGEMENT

- Highly customizable dashboards with interfaces that can be edited
- **Two-way synchronicity with ESRI GIS maintains infrastructure assets across both systems in real time**
- **ESRI maps embedded in application for in-map interaction with various records**
- Robust filter functionality for more sophisticated pulling of records
- Import and update your own data
- **Easy to use mobile with offline functionality**

# Benefits of Upgrading to Community Development

## NAVILINE

- **Can require navigating multiple screens to accomplish a task (e.g., permitting)**
- Adding GIS mapping requires using 3<sup>rd</sup> party software
- Limited search and inquiring capabilities for accessing critical data
- Citizen facing portal does not support attachments in all community modules
- **Lacks Single Sign On functionality**
- Mobile solution available but does not have offline functionality

VS.

## COMMUNITY DEVELOPMENT

- **Single browser-based user interface with no jumping around multiple screens**
- Standard ESRI Integrated GIS viewer requiring no additional 3rd party software
- Advanced searching and inquiry capabilities allowing netter access to critical data
- Citizen facing web portal supports attachments in all modules
- **Accessible anywhere with cloud-based single sign on**
- Mobile solution with offline functionality



# ERP Modernization

# Modernization of Naviline to Finance ERP

## All current modules to be upgraded

- Finance Enterprise
- Payroll
- Enterprise Asset Management

## Additional items included in upgrade we don't currently have:

- Grant management
- Contract management
- Purchasing/ Encumbrances
- Receivables management
- Custom integrated dashboards for reporting
- Streamlined workflows and approvals including Accounts Payable
- Access via tablet or phone
- Integrates 2 way with NeoGov

Finance ERP



# Cost

## Subscription and Implementation Costs

- 1<sup>st</sup> year upgrade costs
  - Subscription \$100,000
  - Implementation/Conversion \$250,000
- Annual costs
  - \$100,000 subscription (increases 5% annually, 5 year commitment)
- Any payments we've made towards current Naviline subscription for the year would be credited towards the initial costs





# Technology Considerations

## System migration from on-premise to cloud hosted solution

- Supported within technology strategy.
- Reduces on-premise data center resource requirements including backup and DR (Disaster Recovery) resource needs.
  - Vendor includes managed co-location NV and NJ failover DR solution.
  - Backups are stored for 1-year, additional retention options are available.

## Enhanced Authentication and Security

- Application supports modern authentication methods.
  - Biometric authentication via Okta SSO (Single Sign On) is supported.



## AGENDA ITEM REQUEST



**Date:**

*December 11, 2024*

**Meeting date desired:**

*December 18, 2024*

**Subject:**

*Order 2024-55 - 2025 Update to County's Airport Hangar Lease Policy*

**Background and policy implications:**

*The County implemented a lease policy for non-commercial aeronautical activities in 2023, the last version in November of 2023. The attached order updates the policy in an effort to provide clarity regarding hangar transfers and improve the County's ability to respond to tenants that are not in compliance with our policy and FAA sponsor assurances.*

**Budget/fiscal impacts:**

*N/A*

**Requested by:**

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

**Presenters:**

*John Eisler*

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

*Legal drafted*

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

*N/A*

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

**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF        )**  
**AMENDING THE LEASE    )**  
**POLICY FOR                )**  
**NON-COMMERCIAL        )**  
**AERONAUTICAL            )**  
**ACTIVITIES                )**  
**AT THE AIRPORT         )**

**ORDER 2024-55**

**WHEREAS**, the Prineville/Crook County Airport (the “Airport”) is located on land owned by Crook County; and

**WHEREAS**, Crook County is the sponsor of various FAA grants for the Airport; and

**WHEREAS**, Crook County leases land at the Airport for non-commercial aeronautical users to build hangars and store aircraft; and

**WHEREAS**, the same policies and obligations should apply to all non-commercial Airport Tenants; and

**WHEREAS**, Crook County must comply with its obligations to operate the Airport with fair and reasonable terms without unlawful discrimination while also striving for economic self-sufficiency.

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**NOW, THEREFORE**, the Crook County Court hereby **ORDERS** that the Lease Policy for Non-Commercial Aeronautical Activities, dated January 2025 and attached herein as Exhibit A, is adopted as the official Lease Policy for the Airport and that the Policy be posted on the Airport’s website and be available for inspection to the general public.

DATED this 18<sup>th</sup> day of December 2024.

CROOK COUNTY BOARD OF COMMISSIONERS

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SETH CRAWFORD, County Commissioner

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SUSAN HERMRECK, County Commissioner

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BRIAN BARNEY, County Commissioner

# PRINEVILLE CROOK COUNTY AIRPORT



## Prineville/Crook County Airport Lease Policy for Non-Commercial Aeronautical Activities

January 2025

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# Lease Policy for Non-Commercial Aeronautical Activities

## 1. GENERAL

Crook County (the “County”) is the owner and sponsor of the Prineville/Crook County Airport (the “Airport”), and the City of Prineville manages the Airport through an intergovernmental agreement. The Airport is a recipient of FAA Airport Improvement Program (AIP) grants, and thus the Airport must comply with numerous federal laws and sponsor assurances. Primarily, the County is obligated to operate the Airport for the use and benefit of the public, available for all types, kinds, and classes of aeronautical activities on fair and reasonable terms and without unlawful discrimination. This obligation is balanced against the Airport’s objective of economic self-sufficiency.

This Lease Policy for Non-Commercial Aeronautical Activities (the “Lease Policy” or “Policy”) is designed to establish a standardized, efficient, and fair system to govern the leasing of Airport property for non-commercial aeronautical activities. All non-commercial lessees at the Airport will be subject to this Lease Policy and the Policy will be updated at the discretion of the Crook County Board of Commissioners as conditions warrant.

## 2. LEASES (GENERAL)

The primary purpose of non-commercial Airport leases is for a lessee to store aircraft in a hangar on the Leased Premises to enable aeronautical operations.

### *2.01. Non-Commercial Leases*

The following non-commercial aeronautical uses are permitted:

- Storage of aircraft;
- Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft, e.g. documentation and/or progress reports may be required by the County to establish a definitive timeline to become operational;
- Storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangar’s primary use;
- Storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangar’s primary use;
- Storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., furniture or televisions;
- Construction of amateur-built or kit-built aircraft, provided that activities are conducted safely; and



- Storage of a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying, subject to Airport rules and regulations as currently in effect or may hereinafter be implemented.

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

- Use as a residence;
- Operation of commercial activities;
- Activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar;
- Activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- Storage of household items that could be stored in commercial storage facilities;
- Long-term storage of derelict aircraft and parts;
- Storage of items or activities prohibited by local or state law;
- Fuel, and other dangerous and Hazmat materials;
- Storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use; and
- Commercial activity, not including duly registered non-profit flight clubs and subletting the Leased Premises.

### *2.02. Leased Premises*

The Leased Premises encompasses the area in which a lessee will have a property interest. Typically, the Leased Premises is the footprint of a present or planned hangar but will also include any portion of the Airport in which a lessee wishes to have exclusive use and control. A survey is required to establish the precise dimensions of the Leased Premises.

### *2.03. Condition of Leased Premises*

All lessees warrant and represent that they have carefully and completely examined and inspected the Leased Premises, and the lessee fully understands its responsibilities and obligations with respect to the Leased Premises and the Lease. Each lessee accepts the Leased Premises in an “AS IS”, “WHERE IS” condition without representation or warranties from the County as to the condition, suitability, environmental condition, or sufficiency of the Leased Premises for engaging in the non-commercial aeronautical activity described or contemplated by the Lease. Each new lessee, at its sole cost and expense, agrees that it shall be fully responsible for the remediation of any violation of any applicable federal, state, or local environmental regulations or standards on the Leased Premises.

### *2.04. Lease Term and Extensions*

All Airport leases must terminate prior to the end of the useful life of any improvements. The County offers a 20-year fixed term for leases that involve the construction of new hangars and those hangars that have recently undergone major enhancements repairs or can otherwise establish through an inspection—to the written satisfaction of the Manager—an expected useful life of

greater than 30 years. Lessees are also offered up to two 10-year extension options, which may be exercised following a commercial property condition assessment inspection prior to each option period showing a useful life of at least 15 years for the structure. At the County's sole discretion, following either the end of a term or an extension, should the County deem the Leased Premises not important for existing uses or future goals at the Airport, Lessee may be offered the option to enter into a new standard lease, subject to an inspection demonstrating a useful life of greater than 30 years.

### 3. CONSTRUCTION AND IMPROVEMENTS

The following chapter applies to all leases of bare land without an existing hangar and all discretionary improvements to an existing structure.

#### *3.01. Mandatory Improvements*

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

#### *3.02. Survey*

The lessee, at the lessee's sole expense, will have a survey of the Leased Premises completed by a licensed surveyor. The lessee will provide copies of the survey to the County.

#### *3.03. Authorization for Discretionary Improvements*

Following completion of the Project, a lessee may, at its sole discretion, perform modifications, renovations, improvements, or other construction work on or to the Leased Premises so long as it first submits all plans, specifications and estimates for the costs of the proposed work in writing and also requests and receives in writing approval from the County. The County agrees to respond in writing to the lessee's requests for approval within 30 calendar days of receipt of such requests.

#### *3.04. Process for Approval of Plans*

Lessees must receive written approval, where required by law, from the FAA and local planning and building authorities. All plans, specifications, and work shall conform to all federal, state, and local laws, ordinances, rules, and regulations in force at the time the plans are presented for review. Lessee shall supply the Manager with comprehensive sets of documentation relative to the Project and any Improvements, including at a minimum, as-built drawings of each project in computer format, if possible. The County will submit notice for the Project and any Improvements to the FAA as required by FAA rules.

### *3.05. Title to Improvements*

Title to the Project and all Improvements constructed by a lessee during the Term will be and will remain the private property of the lessee during the Term of the Lease. During the Term, a lessee is entitled, for all taxation purposes, to claim cost-recovery deductions and the like on all Improvements constructed by the lessee. Following the expiration of the Term or earlier termination of this Lease, title to the Improvements will pass pursuant to section 8 below.

### *3.06. County Cooperation*

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

## **4. UTILITIES AND MAINTENANCE**

### *4.01. Utilities*

Lessees, at their sole cost and expense, shall be responsible for the installation and use of all utility services to all portions of the Leased Premises and for all other related utility expenses, including but not limited to deposits and expenses required for the installation of meters, if necessary. Lessees further covenant and agree to pay all costs and expenses for any extension, maintenance, or repair of any and all utilities serving the Leased Premises. In addition, lessees agree that all utilities, air conditioning and heating equipment, and other electrically operated equipment which may be used on the Leased Premises shall fully comply with all applicable Mechanical, Electrical, Plumbing, Building, and Fire Codes, as they exist or may hereafter be amended. Lessees expressly waive any and all claims, including a claim of County's default of the Lease, against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, interruption, or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system, or electrical apparatus or wires serving the Leased Premises.

### *4.02. Maintenance and Repairs by Lessee*

Airport leases are term leases and lessees agree to keep and maintain the Leased Premises in a good, clean, and sanitary condition at all times, reasonable wear and tear excepted. Lessees covenant and agree that they will not make or suffer any waste of the Leased Premises. Lessees, at their sole cost and expense, will make all repairs or replacements necessary to prevent the deterioration in condition or value of the Premises, including, but not limited to, the maintenance of and repairs to all hangars and other structures, doors, windows and roofs, and all fixtures, equipment, utilities, hangar modifications and pavement connecting the taxiway, taxi lane, or access road to the hangar foundation of the Leased Premises. Lessees must paint the exterior of the hangar, as needed and reasonably directed by County, with specifications and color to be approved in writing by the Airport Manager. Lessees shall be responsible for all damages caused by them, their agents, servants,

employees, contractors, subcontractors, licensees or invitees, and lessees agree to fully repair or otherwise cure all such damages at their sole cost and expense.

Lessees agree that all improvements, trade fixtures, furnishings, equipment and other personal property of every kind or description which may at any time be on the Leased Premises shall be at the lessee's sole risk or at the sole risk of those claiming under the lessee. Neither the County nor the Airport shall be liable for any damage to such property or loss suffered by a lessee which may be caused by the bursting, overflowing or leaking of sewer or steam pipes, from water from any source whatsoever, or from any heating fixtures, plumbing fixtures, electric wires, noise, gas or odors, or from causes of any other matter.

#### *4.03. Access*

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

#### *4.04. Inspections and Repairs*

If the County determines during an inspection of the Leased Premises that a lessee is responsible under the Lease for any maintenance or repairs, the County shall notify the lessee in writing. Lessees agree to begin such maintenance or repair work diligently within 30 calendar days following receipt of such notice and to then complete such maintenance or repair work within a reasonable time, considering the nature of the work to be done. If a lessee fails to begin the recommended maintenance or repairs within such time or fails to complete the maintenance or repairs within a reasonable time, County may, in its discretion, perform such maintenance or repairs on behalf of said lessee. In this event, the lessee will reimburse the County for the cost of the maintenance or repairs, and such reimbursement will be due upon receipt of the County's billing.

#### *4.05. County May Perform Required Repairs*

During any inspection, the County may perform any obligations that County is authorized or required to perform under the terms of the Lease or pursuant to its governmental duties under federal, state, or local laws, rules, or regulations. In this event, the lessee will reimburse the County for the cost of the maintenance or repairs, and such reimbursement will be due upon receipt of the County's billing.

## 5. RIGHTS AND RESERVED POWERS OF COUNTY

### *5.01. Hazards*

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

### *5.02. Development*

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

### *5.03. Sponsor Assurances*

The County covenants and agrees that during all required periods the County will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by the County to the United States Government through the Federal Airport Act; and each lessee agrees that the Lease and lessee's rights and privileges thereunder shall be subordinate to the Sponsor's Assurances.

### *5.04. Easements*

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

### *5.05. Relocation of a Hangar and Leased Premises*

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

## 6. SUB-LEASING AND TRANSFERS

### *6.01. Limitations on Transfers*

Except as permitted in this section, lessees must not, voluntarily or by operation of law, sell or transfer the Lease or any interest therein, sublet the Leased Premises or any part thereof, or grant any right to use the Leased Premises, the improvements, or any respective part thereof (each a "Transfer") without the prior written consent of the County, which must not be unreasonably withheld. Any attempted Transfer without such prior written consent will be void. County's consent

to a Transfer will in no event release lessee, any assignee, sublessee, or any guarantor from their respective liabilities or obligations under the Lease or any guaranty of the Lease (including any liabilities or obligations arising during the Extended Term), nor relieve the lessee from the requirement of obtaining the County's prior written consent to any further Transfer. The County's acceptance of Rent from any other person will not be deemed to be a waiver by the County of any provision of the Lease or consent to any Transfer. The failure or refusal of the County to approve a requested Transfer shall not relieve the lessee of its obligations hereunder, including payment of Rent.

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

### *6.02. Assignments Prohibited*

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

### *6.03. Subletting*

Lessees have the right to sublet portions of the Leased Premises or the improvements only for a term or terms that will expire before the expiration of the Term. It is the responsibility of each lessee to provide the County with a completed information form for each subtenant, with their name, contact information, and tail number. Additionally, each sublease must contain the following terms and conditions:

- (a) The sublease will incorporate the terms, conditions, and covenants set forth in, and state that it is subject and subordinate to, the Lease, this Lease Policy, and to any extensions, modifications, or amendments of the Lease;
- (b) That rents due under the sublease (i) have been assigned to the County (and the lessee hereby assigns the rents to the County), to support performance of the lessee's covenants under the Lease, which assignment will be effective only on the occurrence of any event of default by the lessee under the Lease; and (ii) will, on receipt of written notification from the County that an event of default has occurred under the Lease, be paid by the subtenant directly to the County, subject to section 7 of this Lease Policy, until the subtenant receives written notice from the County that the lessee has cured the event of default or is in the process of curing the event of default in a manner reasonably satisfactory to the County;

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

## 7. ENCUMBRANCES AND LEASEHOLD MORTGAGES

### *7.01. Liens Granted to County*

By statute, the County has a lien against the Improvements, aircraft, and all personal property that lessees store in the hangar, except as provided in ORS 87.156 and 90.120 and other than wearing apparel. This lien attaches upon delinquency and exists and continues for all unpaid amounts that a lessee may owe the County, from time to time, and the County's assertion of the lien does not relieve a lessee from the obligation to pay the annual rent as provided in the Lease. In the event a lessee does not fully and immediately discharge all delinquent unpaid amounts, the County has the right to take and recover possession of the Improvements and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar, Improvements, aircraft, or personal property and assertion of the lien.

### *7.02. Defined Terms for Leasehold Mortgages*

Any mortgage, deed of trust, financing statement, security agreement, or other financing instrument granted by lessee pursuant to this section 7 is referred to as a "Permitted Leasehold Mortgage," and the holder of or secured party under a Permitted Leasehold Mortgage is referred to as a "Permitted Leasehold Mortgagee." The term "Lending Institution" means any commercial, national, or savings bank, savings and loan association, trust company, pension trust, foundation, or insurance company, and any other entity, person, corporation, partnership, or otherwise making a loan on the security of lessee's interest in the Lease or any portion of the Leased Premises or the Improvements.

### *7.03. Right to Mortgage Leasehold*

Notwithstanding any other provision to the contrary, in addition to any other rights granted and without any requirement to obtain County's consent, lessees have the right to mortgage or grant a security interest in lessee's interest in their lease, the Leased Premises, and the Improvements under one or more leasehold mortgages to one or more Lending Institutions, and to assign their Lease as collateral security for a Permitted Leasehold Mortgage, on the condition that all rights acquired under the leasehold mortgages are subject to every term, covenant, condition, and restriction set forth in the Lease, and to all rights and interests of the County, none of which covenants, conditions, restrictions, rights, or interests is or may be waived by the County by reason of the right given to mortgage or grant a security interest in lessee's interest in the Lease and the Premises and the Improvements, except as expressly provided otherwise.

#### *7.04. Lender Protections*

If a Permitted Leasehold Mortgagee sends to the County a true copy of its Permitted Leasehold Mortgage, together with written notice specifying the name and address of the Permitted Leasehold Mortgagee, then as long as the Permitted Leasehold Mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to the County, the following provisions will apply:

##### 7.04.01. No Modifications or Terminations

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

##### 7.04.02. Notice to Permitted Leasehold Mortgages

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

##### 7.04.03. Right to Cure

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

##### 7.04.04. Right to a New Lease

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

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



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

#### 7.04.05. Bankruptcy of Lessee

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

#### 7.04.06. Insurance Policies

The County agrees that the name of the Permitted Leasehold Mortgagee may be added to the “loss payable endorsement” of any or all insurance policies required to be carried by lessee.

### 8. TERMINATION AND OWNERSHIP OF IMPROVEMENTS

#### *8.01. Selling the Improvements during the Term of the Lease*

A lessee wishing to sell the Improvements during the Term of a Lease must notify the County of its intent to do so. With County approval, the current lessee will typically be given a penalty-free termination of the Lease and a new lease with the buyer of the Improvements will be executed with the same Term ending date as the existing Lease. If an inspection is performed demonstrating a useful life of the improvements of greater than 30 years, the buyer will be offered the County’s standard 20-year lease as described in section 2.04 above.

#### *8.02. Ownership of Improvements at the End of the Lease*

A lessee’s right to enter upon the Leased Premises expires on the final day of the Term. Before such expiration of the Term, lessees will, at their cost and expense: (a) perform all property, hangar, and leasehold improvement maintenance and repairs for which the lessee is obligated under the Lease; (b) remove any personal property and improvements, including without limitation a hangar, all aircraft, vehicles, furnishings and furniture, equipment and tools, trade fixtures, and waste and debris and (c) surrender the Leased Premises, hangar, and leasehold improvements to the County in good condition and free of waste and debris at lessee’s expense. With the consent of the County, at the termination of a Lease’s term, lessees may transfer ownership of a hangar, leasehold improvements, and alterations on the Leased Premises to the County, at no cost to the County. Said transfer must

be free from all claims, rights, encumbrances, and interests of the lessee or a third party without the need for a conveyance document, unless requested by the County.

### *8.03. No Holdover Period*

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

## 9. FAA REQUIRED PROVISIONS

### *9.01. Non-Discrimination*

All Leases will contain language substantially similar to the following:

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

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

### *9.02. Subordination*

The County may not take or permit any action which would operate to deprive the Airport of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances to the Airport's grant agreements with the FAA. As such, every Airport Lease will reserve all necessary powers in favor of Crook County and subordinate lessee's leasehold interest to the provisions of any existing or future agreement between the County and the United States Government, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. Additionally, during any war or national emergency, the County shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of a Lease which are inconsistent with the provisions of the lease to the Government shall be suspended. The County shall not be liable for any loss or damages alleged by a lessee as a result of this action. However, nothing in the Lease shall prevent a lessee from pursuing any rights it may have for reimbursement from the United States Government.

### *9.03. Aviation Easement*

The County reserves for itself and for the public a right of flight for the passage of aircraft in the airspace above the Airport and improvements together with the right to cause noise, vibration, dust, fumes, smoke, vapor, and other effects inherent in the navigation or flight of aircraft and/or operation of the Airport. Each tenant will protect the Airport and Airport property for aeronautical and related uses, will not interfere or impede, and will conduct all activities in a manner that will not adversely affect or interfere with the Airport's operations and those of other lessees and authorized users of the Airport or the general public. Any lessee activities that the Airport Manager determines interfere with or impede the operation, use, or maintenance of the Airport or aeronautical activities are specifically prohibited and will constitute an event of default under the lease.

### *9.04. Indemnification*

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

Lessees covenant and agree to, and do to the extent allowed by law, without waiving any defenses provided by law, hereby indemnify, hold harmless, and defend the County, City of Prineville and Airport Manager, their officers, agents, servants, and employees from and against any and all claims or lawsuits for either property damage or loss and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with lessee's use of the Airport under the Lease or with the use, leasing, maintenance, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Manager, its officers, agents, servants, or employees.

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

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

## 10. RENTALS, RATES, FEES, AND CHARGES

### *10.01. Rent*

Rent for all leases is based upon a Fair Market Rent value derived from a Title XI compliant appraisal report and adjusted yearly for inflation. Total Rent is based on the square footage of the Leased Premises and the surrounding Impacted Area.

#### 10.01.01. Initial Rent

Leases for undeveloped lots must pay "Initial Rent," which is an amount calculated to re-coup the County's infrastructure costs. Initial Rent is a one-time fee, for only those lots that are undeveloped at the execution of the Lease.

#### 10.01.02. Impact Area

Other than Initial Rent, Total Rent is the sum of the current Fair Market rent multiplied by the sum of the square footage of the Leased Premises, defined in section 2.02, and the "Impact Area." The Impact Area is measured from the boundary line of the Leased Premises to the midpoint of the centerline of the taxiway, taxi lane, or access road and the length of all setbacks.

#### 10.01.03. Maintenance Fee

The County, in its sole discretion and at any time, reserves the right to institute a Maintenance Fee or other operational charges in addition to Rent. The fee will be based on the Airport's reasonable and necessary expenses for safe and proper maintenance of the Airport common areas. There is currently no such fee.

#### 10.01.04. Rental Increase for Non-Compliance

In addition to any other remedy at law or in equity, if a lessee is determined to be out of compliance with any terms of the Lease or this Policy, the County reserves the right to immediately increase the Rent charged to the fair market rent of general storage space in the community.

#### 10.02. *Adjustment of Rent*

Rent will be adjusted annually effective on January 1<sup>st</sup> (the “Adjustment Date”). The County will deliver notice to lessees of the amount of the adjustment and the new Rent not less than 30 days before Rent is due each year, calculated pursuant to the provisions below. In no event will annual adjustment operate to decrease Rent.

- **Annual Adjustment:** For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment, the County will adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index (the “Index”) published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled “U.S. City Average, All Items, All Urban Consumers, 1982–84=100” for the month of October in the year of the Commencement Date or the prior year’s Rent, as applicable, and October’s figures for the current year of the Adjustment Date. All comparisons will be made using Index figures derived from the same base period. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.
- **Appraisal Adjustment:** At five-year intervals, the next 2025, the County will procure an Appraisal Report, consistent with Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) to ascertain Fair Market Rent for all leased space at the Airport, which will form the basis for the adjustment of Rent in that fiscal year.

#### 10.03. *Taxes and Assessments*

Lessees agree to timely pay any and all federal, state, or local taxes or assessments which may lawfully be levied against a lessee due to a lessee’s use or occupancy of the Leased Premises or any improvements or property placed on the premises by a lessee as a result of its occupancy.

### 11. INSURANCE

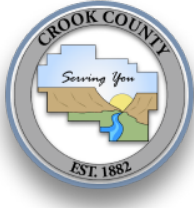
Lessees shall be responsible for any and all property damage insurance for each lessee’s hangar, aircraft, and other property on the Leased Premises. Additionally, lessees, at their sole cost and expense, shall procure and maintain at all times, in full force and effect during the Term of the Lease, a policy or policies of insurance, naming Crook County and the City of Prineville as additional insureds and covering all risks arising directly or indirectly out of the lessee’s activities at the Leased Premises, including but not limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) if the lessee or any occupant of the Leased Premises has property of

others, including aircraft, in their care, custody, or control then they shall maintain hangar keeper's liability coverage with limits adequate to cover the potential damage. The limits for all such policies shall exceed the minimum of the current statutory limits of liability for the County under the Oregon Tort Claims Act, which as of June 2023 are \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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 upon execution of a Lease and each time Rent is due. 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, a lessee shall provide written notice to the County within two calendar days after the lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused the lessee's insurance coverage to cease or be modified, it is the lessee's responsibility to notify the County.

## 12. HAZARDOUS SUBSTANCES

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

## AGENDA ITEM REQUEST



**Date:**

*December 10, 2024*

**Meeting date desired:**

*December 18, 2024*

**Subject:**

*Code Compliance and Land Use Hearings Officer Contract with David Doughman of DFD Law LLC.*

**Background and policy implications:**

*The final contract for Code Compliance and Land Use Hearings Officers contracts – the rest were previously signed at the December 4<sup>th</sup>, 2024 meeting.*

**Budget/fiscal impacts:**

*None*

**Requested by:**

*Alex Solterbeck, Office Manager  
Crook County Legal Counsel's Office*

**Presenters:**

*N/A – Consent Agenda*

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

*Legal drafted*

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

*N/A*

## PROFESSIONAL SERVICES CONTRACT

CONTRACTOR: DFD Law LLC

DATE: \_\_\_\_\_

ADDRESS: 3519 NE 15<sup>th</sup> Ave., No. 559, Portland, OR 972112

PHONE NUMBER: 971-322-1803  
law.com

EMAIL: david@dfd-

This Professional Services Contract (Agreement) by and between DFD Law LLC (Contractor) and Crook County, a political subdivision of the State of Oregon (County), entered into this date written above, 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: Crook County Hearings Officer.
2. **DURATION:** This Agreement shall run from January 1, 2025 (“effective date”) through December 31, 2025, unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** Contractor will perform the hearings officer services as described on Exhibit E attached hereto.
4. **FEE FOR SERVICES:** Contractor’s fee for the services identified on Exhibit E to this Agreement shall be billed at the rate of \$300.00 per hour. Out-of-pocket costs to be billed at cost, including fees, without markup. Mileage billed at IRS standard mileage rate.
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. **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.
12. **CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS:** Contractor shall fully comply with Oregon law for public contracts, as more fully set forth in the Exhibits.
13. **TERMINATION:**
  - 13.1. 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;
  - 13.2. 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;
  - 13.3. 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.
14. **INSURANCE:**
  - 14.1. **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. 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 14.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.

- 14.2. **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.
- 14.3. **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.
  - 14.3.1. **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.
- 14.4. **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.
- 14.5. **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.
- 14.6. **EXCEPTION OR WAIVERS:** Any exception or waiver of these requirements shall be subject to review and approval from the County.

## 15. GENERAL PROVISIONS:

- 15.1. 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
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. 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.
- 15.7. 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.
- 15.8. 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.
- 15.9. 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 3<sup>rd</sup> Street, Prineville, OR 97754, attention "Legal Department."

- 15.10. GOVERNING LAW AND VENUE: Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 15.11. 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.
- 15.12. 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.
- 15.13. 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.
- 15.14. 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.
- 15.15. 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.
- 15.16. 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.
- 15.17. RIGHTS IN DATA: All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor, outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This

Agreement shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.

- 15.18. ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT: In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 15.19. 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.
- 15.20. 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.
- 15.21. 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.
- 15.22. 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.
- 15.23. 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**

DFD Law LLC

By: \_\_\_\_\_



Signature

\_\_\_\_\_  
David Doughman

Printed Name

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

Date: \_\_\_\_\_  
12/10/2024

**For Crook County**

Board of Commissioners

\_\_\_\_\_

Seth Crawford, County Commissioner

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

\_\_\_\_\_

Susan Hermreck, County Commissioner

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

\_\_\_\_\_

Brian Barney, County Commissioner

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

**Contractor** will perform the following services:

Conduct all assigned code compliance and contested case hearings and render decisions authorized by and pursuant to requirements of the Crook County Code, Oregon Revised Statutes, Oregon Administrative Rules, and the common law of the State of Oregon.

Notify the appropriate Code Compliance Officer, Director, or designee, no later than five (5) business days after receipt of notice of assigned cases whether Contractor has a conflict of interest, bias, or pre-hearing contacts, with respect to the case of the parties thereof.

- (a) If such conditions exist, Contractor will state whether the conflict of interest is apparent or real, or otherwise explain the bias or contact.
- (b) Where there is a conflict of interest, bias, or pre-hearing contact, the Contractor may decline an assignment or the County may withdraw the assignment.
- (c) The County will not be charged for the Contractor's time in determining whether these conditions may exist, nor will the County be charged for any time devoted to the case which one of these conditions is later found to exist.

Submit a written final decision, including the components required by Crook County Code, based upon the record, to the parties to the code compliance or contested case hearing within the timeframe established by Crook County Code. Perform any and all research and preparation necessary to perform the duties of the Hearings Officer. Contractor will announce the Contractor's decisions, including scheduling, motions, and final decisions, by providing to all parties as described in the Crook County Code.

The Contractor will keep accurate records in a format reasonably approved by the County for the purpose of compensation and will submit said record to the appropriate department with a bill for payment of services.

The Contractor will have the right to reuse Contractor's work or other Hearings Officers' decisions.

**County Services.** County will provide Contractor, at County's expense, with material and services described as follows:

No later than five (5) days prior to the hearing on the land use or code violation matters, County agrees to provide Contractor with copies of the files for each matter referred to Contractor for hearing.

County agrees to provide Contractor with audio recording and sound projection equipment and related storage medium on which to make a formal record of the land use hearings.

The County provided equipment and storage medium will be in working order and available at the times and location designated by County for the conduct of the hearings.

From and after the date that the Contractor's written decision becomes the final decision on the land use application or code compliance violation, County will defend, save, hold harmless and indemnify Contractor and its officers and employees 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 such decision.





# CROOK COUNTY HOLIDAY SCHEDULE 2025

## 2025

New Year's Day	Wednesday, January 1, 2025
Martin Luther King, Jr. Day	Monday, January 20, 2025
Presidents Day	Monday, February 17, 2025
Memorial Day	Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025
4 <sup>th</sup> of July	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Veterans Day	Tuesday, November 11, 2025
Thanksgiving Holidays	Thursday, November 27, 2025 Friday, November 28, 2025
Christmas Eve (half day)	Wednesday, December 24, 2025
Christmas	Thursday, December 25, 2025

## 2026

New Year's Day	Thursday, January 1, 2026
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**Floating Holiday** -- After six (6) months of employment, all full-time employees are also entitled to one (1) floating holiday, to be taken when they choose to do so, with the supervisor's approval. The floating holiday must be taken during the fiscal year, by payroll ending date 6/30/2025.

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

**IN THE MATTER OF ESTABLISHING )  
HOLIDAYS FOR CALENDAR YEAR )  
2025 AND JANUARY 1, 2026 )**

**ORDER NO. 2024-56**

**WHEREAS**, the Crook County Employee Handbook establishes a list of holidays, and the rules governing their operation with regards to County employees. This include, but is not limited to, the ability to utilize a “Floating Holiday” not otherwise specified in the Handbook’s list; and

**WHEREAS**, the Handbook specifies that the Board of Commissioners can alter that list from time to time. The Board of Commissioners previously adopted Order 2023-34, to add June 19 (“Juneteenth”) as a County holiday; and

**WHEREAS**, the Board of Commissioners wishes to formally establish the holidays for calendar year 2025, including New Years Day on January 1, 2026.

**NOW, THEREFORE**, the Crook County Board of Commissioners adopts the recitals above as its Findings of Fact, and **ORDERS** and **DIRECTS**, based upon the above recitals, that:

Section One: The following days are designated County Holidays under the Crook County employee handbook for calendar year 2025, along with January 1, 2026:

- New Year's Day – Wednesday, January 1.
- Martin Luther King Day (Third Monday in January) – Monday, January 20.
- Presidents' Day (Third Monday in February) – Monday, February 17.
- Memorial Day (Last Monday in May) – Monday, May 26.
- Juneteenth (June 19) – Thursday, June 19.
- Independence Day (July 4) – Friday, July 4.
- Labor Day (First Monday in September) – Monday, September 1.
- Veterans' Day (November 11) – Tuesday, November 11.
- Thanksgiving Day (Fourth Thursday in November) – Thursday, November 27.
- Day after Thanksgiving (Fourth Friday in November) – Friday, November 28.
- Christmas Eve (December 24) half day - Wednesday, December 24.
- Christmas Day (December 25) – Thursday, December 25.
- New Years Day, 2026 – Thursday, January 1, 2026.

Section Two: Employees may utilize the Floating Holiday as described in the Employee Handbook.

Section Three: For pay purposes, when a holiday falls on Sunday, the following Monday is considered the holiday. If a holiday falls on Saturday, the preceding Friday is considered the holiday.

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DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

CROOK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Commissioner Seth Crawford

\_\_\_\_\_  
Commissioner Susan Hermreck

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

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Susan Hermreck	___	___	___	___
Brian Barney	___	___	___	___

# Crook County Regular Session Schedule 2025

<u>SESSION DATE</u>	<u>AGENDA ITEMS DUE DATE (8 AM)</u>
January 8, 2025	January 1, 2025
January 22, 2025	January 15, 2025
February 5, 2025	January 29, 2025
February 19, 2025	February 12, 2025
March 5, 2025	February 26, 2025
March 19, 2025	March 12, 2025
April 2, 2025	March 26, 2025
April 16, 2025	April 9, 2025
May 7, 2025	April 30, 2025
May 21, 2025	May 14, 2025
June 4, 2025	May 28, 2025
June 18, 2025	June 11, 2025
July 2, 2025	June 25, 2025
July 16, 2025	July 9, 2025
August 6, 2025	July 30, 2025
August 20, 2025	August 13, 2025
September 3, 2025	August 27, 2025
September 17, 2025	September 10, 2025
October 1, 2025	September 24, 2025
October 15, 2025	October 8, 2025
November 5, 2025	October 29, 2025
November 26, 2025 (AOC make up)	November 19, 2025
December 3, 2025	November 26, 2025
December 17, 2025	December 10, 2025

# Crook County Court Work Session Schedule 2025

## WORK SESSION DATE

January 15, 2025  
January 29, 2025  
February 12, 2025  
February 26, 2025  
March 12, 2025  
March 26, 2025  
April 9, 2025  
April 30, 2025  
May 14, 2025  
May 28, 2025  
June 11, 2025  
June 25, 2025  
July 9, 2025  
July 30, 2025  
August 13, 2025  
August 27, 2025  
September 10, 2025  
September 24, 2025  
October 8, 2025  
October 29, 2025  
November 12, 2025  
December 10, 2025  
December 31, 2025

## AGENDA ITEMS DUE DATE (8 AM)

January 8, 2025  
January 22, 2025  
February 5, 2025  
February 19, 2025  
March 5, 2025  
March 19, 2025  
April 2, 2025  
April 23, 2025  
May 7, 2025  
May 21, 2025  
June 4, 2025  
June 18, 2025  
July 2, 2025  
July 23, 2025  
August 6, 2025  
August 20, 2025  
September 3, 2025  
September 17, 2025  
October 1, 2025  
October 22, 2025  
November 5, 2025  
December 3, 2025  
December 24, 2025

# Crook County Court Work Session Schedule 2025



## 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):**

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

**IN THE MATTER OF UPDATING  
THE COUNTY'S HANDBOOK  
MILITARY LEAVE**

**ORDER 2024 - 49**

**WHEREAS**, Crook County met at a weekly public meeting on Wednesday, December 18, 2024; and

**WHEREAS**, Crook County updated their military leave policy in accordance with the Military Leave of Absence Policy; and

**NOW, THEREFORE**, the Crook County Board of Commissioners adopts the above recitals as its Findings of Fact, and orders that:

Section One: The portion of the County's Handbook leave policy is amended to read as follows, with additions underlined and deletions struck through.

***MILITARY LEAVE:***

In accordance with applicable law, an employee (not temporary or seasonal) who is a member of the National Guard or any reserve components of the armed forces of the United States is entitled under Oregon law to a paid leave of absence from his duties for military purposes for a period of time not to exceed twenty-one calendar days in each Federal fiscal year (October 1 through September 30). The leave is granted without loss of time, pay or other benefits to which the employee is entitled. Military leave is granted only when an employee receives bona fide orders to active or training duty for a temporary period and will not be paid if the employee does not return to his position immediately following the expiration of the period for which the employee was ordered. Leave with pay will not be granted to employees entering military service for extended or indefinite periods of time.

Employees who are called to active military duty with any of the armed forces of the United States are also entitled to leave for military service pursuant to the provisions of Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees who are called to active military duty shall be required to provide County Human Resources with a copy of orders activating the employee to duty. Employees who are activated to duty subject to the provisions of USERRA are entitled to leave as provided by and in accordance with the provisions of USERRA. Employee benefits during military leave and employee reinstatement rights will be determined in accordance with the provisions of USERRA.

Employees called to military duty should contact the Human Resources Office to determine the employee's rights under USERRA.

Section Two: County staff are authorized to make any pagination, formatting, or other similar changes to the Employee Handbook necessary or useful to effectuate these revisions.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CROOK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Seth Crawford, County Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Susan Hermreck, County Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner  
Date: \_\_\_\_\_

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

**IN THE MATTER OF UPDATING  
THE COUNTY’S HANDBOOK  
TO REFLECT LEAVE AS ROLLING  
FORWARD**

**ORDER 2024 -50**

**WHEREAS**, Crook County met at a weekly public meeting on Wednesday, December 18, 2024; and

**WHEREAS**, Crook County went to a rolling forward leave schedule on July 1, 2024 to remain consistent with Paid Leave Oregon; and

**NOW, THEREFORE**, the Crook County Board of Commissioners adopts the above recitals as its Findings of Fact, and orders that:

Section One: The portion of the County’s Handbook leave policy is amended to read as follows, with additions underlined and deletions struck through.

- ***Length of Leave***

Crook County uses a “rolling” 12-month period, measured ~~backward~~ forward from the date an employee uses leave. (Pg. 58)

Section Two: County staff are authorized to make any pagination, formatting, or other similar changes to the Employee Handbook necessary or useful to effectuate these revisions.

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CROOK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Seth Crawford, County Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Susan Hermreck, County Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner  
Date: \_\_\_\_\_

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

**IN THE MATTER OF UPDATING  
THE COUNTY’S HANDBOOK  
TO INCLUDE PAID LEAVE OREGON**

**ORDER 2024 -51**

**WHEREAS**, Crook County met at a weekly public meeting on Wednesday, December 18, 2024; and

**WHEREAS**, Crook County in compliance with the State of Oregon adopts the changes to Paid Leave Oregon; and

**NOW, THEREFORE**, the Crook County Board of Commissioners adopts the above recitals as its Findings of Fact, and orders that:

Section One: The portion of the County’s Handbook leave policy adopts the Paid Leave Oregon (PLO) policy to read as follows, with additions underlined and deletions struck through.

**Paid Leave Oregon (PLO)**

Paid Leave Oregon (PLO) is a state-run program, administered by the Oregon Employment Department (OED), that allows eligible employees to take up to 12-weeks of paid time off per benefit year, for the following reasons:

- Family leave – for an employee to care for an eligible family member with a serious illness or injury, to bond with a new child after birth, adoption, or foster care placement, or to effectuate the legal process required for placement of a foster child or the adoption of a child.
- Medical leave – for an employee experiencing their own serious health condition or disability due to pregnancy.
- Safe leave – for an employee or eligible child dependent experiencing issues related to sexual assault, domestic violence, harassment, bias, or stalking.

The Paid Leave program also allows employees to take an additional two (2) weeks of Paid Leave for pregnancy, childbirth, or related medical conditions.

I. Notification Requirements

Although the Paid Leave Oregon program is administered by the Oregon Employment Department (OED), employees are required to notify Crook County when they have applied for leave.

Foreseeable Leave: If the need for Paid Leave is foreseeable or planned, the employee is required to provide Human Resources with at least 30 days' written notice before paid leave begins.

Unforeseeable: If the need for Paid Leave is unforeseeable or unplanned, an employee is required to provide oral notice to Human Resources within 24 hours of the start of the leave, and the employee must also provide written notice within three (3) days after the start of the leave.

Employees must complete a Crook County request for FMLA/OFLA/OPL form and return to Human Resources. Employees may obtain this form along with FMLA protected leave documents from Crook County's Human Resources.

If the employee's dates of scheduled leave change, are extended by the PLO program, or if the reason for leave becomes known and/or, if circumstances change during the leave and the leave period differs from the employee's original notice, the employee must notify Human Resources within three business days, or as soon as possible.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees are expected to comply with Crook County's normal call-in procedures.

Under Oregon law, an employee who fails to follow these notification requirements may receive reduced PLO benefits; specifically, the first weekly benefit amount will be reduced by 25 percent (the penalty calculated for leaves that are taken in increments of less than a full work week differs). See OAR 471-070-1310(9) and (10).

II. Concurrent use of FMLA Leave

If an employee's Paid Leave is also eligible for protected leave under FMLA, FMLA leave must be taken concurrently with Paid Leave.

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CROOK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Seth Crawford, County Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Susan Hermreck, County Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner  
Date: \_\_\_\_\_





## Agenda Item Request

**Date:**

*Dec 10, 2024*

**Meeting date desired:**

*Dec 18, 2024 – BOC Regular Meeting*

**Subject:**

*Consider appointment of citizen to the Budget Committee*

**Background and policy implications:**

*ORS 294.414(2) states “The budget committee shall consist of the members of the governing body and a number, equal to the number of members of the governing body, of electors of the municipal corporation appointed by the governing body;...”*

*ORS 294.414(5) states “Appointive members of a budget committee that prepares an annual budget shall be appointed for terms of three years. The terms shall be staggered so that, as near as practicable, one-third of the terms of the appointive members end each year.”*

*As requested by the BOC, a subcommittee of two members of the Budget Committee and one County staff member have reviewed the applications of citizen candidates at a public meeting held on December 16, 2024. Their recommendation is attached, together with the draft Order that sets forth the appointment to the budget committee consistent with the recommendation. The BOC is the body to make the appointments and may select whichever candidate the BOC desires.*

**Budget/fiscal impacts:**

*None*

**Legal review:**

*NA*

**Requested by:**

*Jamie Berger, Budget Manager*

**Presenters:**

*Will Van Vactor, County Manager/Budget Officer*

*Jamie Berger, Budget Manager*

**Attachments:**

*Order 2024-53*

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

**IN THE MATTER OF  
APPOINTMENTS TO THE  
BUDGET COMMITTEE**

**ORDER # 2024-53**

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

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

**NOW, THEREFORE**, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointment to the Budget Committee:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Budget Committee Position #1	<i>**To be updated for packet after 12/16/24 subcommittee meeting**</i>	3-Year Term Beginning: 1/1/25 Expiring: 12/31/27	Yes

DATED this 18<sup>th</sup> day of December 2024.

CROOK COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
SETH CRAWFORD  
County Commissioner

\_\_\_\_\_  
SUSAN HERMRECK  
County Commissioner

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

# MEMORANDUM

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**To:** Crook County Board of Commissioners: Seth Crawford, Commissioner, Chair  
Brian Barney, Commissioner  
Susan Hermreck, Commissioner

**From:** Will Van Vactor, County Manager/Budget Officer

**Date:** December 16, 2024

**Subject:** Recommendation of appointment to the Budget Committee

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As requested by the Board of Commissioners at the regular meeting held on December 4, 2024, a subcommittee comprised of citizen members of the Budget Committee and one County staff member met publicly today to review the applications of citizen candidates to fill the position on the Budget Committee whose term will expire on December 31, 2024.

The subcommittee included citizen Budget Committee members William Anderson and Stephen Brown, as well as Finance Office staff member Jamie Berger, Budget Manager. The third citizen member of the Budget Committee, Scott Tibbs, did not participate in this meeting to review applicants because he was himself an applicant under consideration for another term on the Budget Committee.

After careful review and thorough deliberation of three qualified applicants, the subcommittee of the Budget Committee unanimously recommends Scott Tibbs for the 3-year term beginning on January 1, 2025. Scott is recommended because of his recent familiarity with the committee's work (being the current incumbent for the last budget cycle of the expiring term), his operational expertise, and the value of continuity during critical financial times for Crook County.

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

**IN THE MATTER OF  
APPOINTMENTS TO THE  
BUDGET COMMITTEE**

**ORDER # 2024-53**

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

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

**NOW, THEREFORE**, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointment to the Budget Committee:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Budget Committee Position #1	R. Scott Tibbs	3-Year Term Beginning: 1/1/25 Expiring: 12/31/27	Yes

DATED this 18<sup>th</sup> day of December 2024.

CROOK COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
SETH CRAWFORD  
County Commissioner

\_\_\_\_\_  
SUSAN HERMRECK  
County Commissioner

\_\_\_\_\_  
BRIAN BARNEY  
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):**



**Funds Transfer  
Agreement**

November 26, 2024

Crook County

Providing Funding of \$424,278.00

Western Federal Lands Highway Division, FHWA Agreement #69056722K500006 – Amendment 0002

**Project Number/Name:** OR FLAP CROOK 123(1), Ochoco Ranger Station Road Overlay

This agreement amendment is to document the change in expiration date. Crook County has committed to provide through either electronic funds' transfer or by check, the total of \$424,278.00 to the Western Federal Lands Highway Division, FHWA for project work and/or a construction contract to overlay Ochoco Ranger Station Road from Highway 126 to Ochoco Ranger Station (end of Crook County jurisdiction) with 2" HACP.

The final cash match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined to meet the match requirements. The project started on January 22, 2020 and match funds can be used from that point forward.

This agreement amendment extends the expiration date from December 31, 2024 to December 31, 2025.

**Fund Transfer Summary:**

Phase	Form	Amount	Due	Received	FTA Number	Amend #	Comment
PE	Cash	\$33,789.00	8/1/2022	8/15/2022	69056722K500006	Base	Match
CN	Cash	\$390,489.00	11/10/2022	12/2/2022	69056722K500006	0001	Match
		\$0.00			69056722K500006	0002	Extend period of performance
<b>Total:</b>		<b>\$424,278.00</b>					

The following is Crook County's Finance Billing Information:

UEI # W2NEWLAM2YM6  
 Finance Contact Galan Carter  
 Finance Phone 541-447-6554  
 Finance E-mail galan.carter@crookcountyor.gov  
 Project Contact Brad Haynes  
 Project Contact Phone 541-447-6398  
 Project Contact E-mail brad.haynes@crookcountyor.gov  
 Street Address 1306 N. Main St.  
 City, State, Zip Prineville, OR 97754

The following is Western Federal Lands Highway Division, FHWA's Finance Billing Information:

UEI # VEVH31N33T1  
 Finance Contact Genise L. Dance  
 Finance Phone 360-619-7534  
 Finance E-mail genise.dance@dot.gov  
 Project Contact Aaron Eklund  
 Project Contact Phone 360-619-7718  
 Project Contact E-mail aaron.eklund@dot.gov

**Expiration Date:** This Funds Transfer Agreement will expire on December 31, 2025.

**Agreement Authority:** This agreement is entered into pursuant to the provisions of Title 23 U.S.C. 204.

The current authorized funding is **\$424,278.00**. In no case, shall **Crook County** or FHWA exceed this amount or extend the end date of the agreement without a mutually agreed upon written modification to this Agreement. All other terms and conditions remain unchanged.

Seth Crawford  
Commissioner  
Crook County

Date

Genise Dance  
Financial Specialist  
Western Federal Lands  
Highway Division, FHWA

Date

Angy Liljedahl  
Contracting Officer  
Western Federal Lands Highway  
Division, FHWA



US Department of Transportation  
Federal Highway Administration

**Funds Transfer  
Agreement**

Western Federal Lands Highway Division  
610 East Fifth Street  
Vancouver, WA 98661

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## AGENDA ITEM REQUEST



**Date:**

*December 6, 2024*

**Meeting date desired:**

*December 18, 2024*

**Subject:**

*Domestic Relations Mediation Services RFP Selection*

**Background and policy implications:**

*The County issued a Request for Proposals (RFP) for a Domestic Relations Mediation Services professional on November 5, 2024. The County is required to contract with a domestic relations mediator who serves at the pleasure of the Circuit Court and whose compensation comes primarily from the State.*

*The RFP was published on the County's website, bulletin boards, and The Central Oregonian. The RFP was graded on a 100-point scale, considering such criteria as professional qualifications, experience, fee and fee structure, approach, and local knowledge. Proposals were due December 5.*

*The County received just one proposal—from David C. Allen, who has served as the County's domestic relations mediator since 2013. Mr. Allen is an experienced attorney/mediator and has done an excellent job for the County for over a decade. His proposal was responsive. Staff recommends nominating Mr. Allen as the proposer whose proposal is most advantageous to the County, based upon the evaluation process and criteria in the RFP, and for the County to execute a contract with Mr. Allen following the protest period.*

**Budget/fiscal impacts:**

*TBD – up to 100% compensated by the State*

**Requested by:**

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



**Presenters:**

*John Eisler*

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

*Legal drafted*

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

*N/A*

# PROPOSAL

TO: Crook County

ADDRESS: 300 NE Third Street, Prineville, Oregon 97754

PROJECT TITLE: Domestic Relations Mediation Services

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The Attachments attached and incorporated into this Proposal are:

1. Proposer’s Certificate
2. Sample Contract with Exhibits A - E
3. Acknowledgement of Insurance Requirements
4. Oregon Judicial Department Court-Connected Mediator Qualifications Rules

## 1. INTRODUCTION

### A. Request for Proposals Advertisement

#### CROOK COUNTY, OREGON REQUEST FOR PROPOSALS DOMESTIC RELATIONS MEDIATION SERVICES

NOTICE IS HEREBY GIVEN that Crook County, through its Board of County Commissioners, is seeking a qualified mediator to provide domestic relations custody and parenting time mediation services for circuit court ordered mediation. **Sealed proposals will be received until 2:00 p.m. Thursday, December 5, 2024.** Proposals must be emailed to [rfps@crookcountyor.gov](mailto:rfps@crookcountyor.gov) or enclosed in a sealed envelope, with the proposer’s name and marked “Domestic Relations Mediation Services Proposal,” and delivered on or before the deadline to Crook County Counsel, Attn: John Eisler at 300 NE 3<sup>rd</sup> St., Prineville, OR 97754, or hand delivered to the Crook County Administration Office at 203 NE Court St., Prineville, OR 97754. Recommendation of award and commencement of contract negotiations will be announced during a Board of County Commissioners Meeting at approximately 9:00 a.m. on **Wednesday, December 18, 2024.**

Complete proposal documents and any addenda are available for download from the County’s website at <http://co.crook.or.us/rfps> or from Assistant County Counsel John Eisler at 300 NE 3<sup>rd</sup> St., Prineville, OR 97754; telephone: (541) 416-3919; email: [john.eisler@crookcountyor.gov](mailto:john.eisler@crookcountyor.gov), who is

also designated as the person to whom all inquiries are to be directed regarding the RFP or requests of a faxed or hard copy of the RFP.

This is **not** a public work contract subject to State Prevailing Wage Rate or the Federal Prevailing Rate of Wage required under the Davis-Bacon Act (40 USC § 3141 et seq.).

- Published in the Central Oregonian November 5, 2024.

### **B. Project Coordinator Point of Contact**

Questions should be directed to John Eisler, Assistant County Counsel, at john.eisler@crookcountyor.gov or (541)416-3919 (the “Point of Contact” or “POC”). Information obtained from County Counsel or any officer, agent, or employee of Crook County or any other person shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any conditions of the Contract Documents. Should a proposer desire an interpretation of the Contract Documents, such proposer shall send such written request to the POC no later than November 22, 2024, at 2 p.m. No oral questions will be accepted. All questions received will be answered by addenda to this RFP. Subject to Oregon law, anonymity of the source of the specific questions will be maintained in the written responses.

### **C. Procurement Documents**

The RFP Packet is available on the Crook County website at <http://co.crook.or.us/rfps>; or via request to the POC.

### **D. Addenda**

This RFP may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website at <http://co.crook.or.us/rfps> not later than November 26, 2024. Failure of a prospective proposer to respond to timely noticed addenda in their proposal may cause a proposal to be rejected as non-responsive. Each proposer shall ascertain, prior to submitting a proposal, that the proposer has received all addenda issued and affirmatively mark receipt of the addenda in section 5, Proposer Declaration and Information.

### **E. Prevailing Wage Rates and Bid Security**

This is **not** a public work contract subject to State Prevailing Wage Rate or the Federal Prevailing Rate of Wage required under the Davis-Bacon Act (40 USC § 3141 et seq.). No bid security is required for this solicitation.

### **F. Notice of Intent to Award**

A notice of intent to award will be posted on the Crook County website at <http://co.crook.or.us/rfps>.

## **2. SCOPE**

Mediation is a process that provides an opportunity for people in conflict to reach a mutually satisfying resolution with the help of an impartial third party—the mediator. Mediation is voluntary and confidential. A mediator is trained to help people resolve disputes. The mediator is neutral and does not make decisions for the parties. The mediator helps parties communicate by listening to both parties and helping them listen to each other so that they can agree on mutually acceptable solutions. A mediator will help parties reach and draft their own agreements.

Crook County, on behalf of the Circuit Court, seeks a highly qualified mediator to provide all court-ordered domestic relations custody and parenting mediation services as provided by ORS 107.775(2). In contested court proceedings involving domestic relations custody and parenting, the court refers the parties to an approved mediator whenever the court determines it is in the best interests of the child(ren). The County envisions the execution of an initial two-year contract with the selected Mediator, with the option to renew for additional terms dependent upon the Mediator's performance and compliance with the Contract Documents.

The number of child custody/visitation mediations in the County is approximately ten per month. The Mediator will conduct mediations of child custody and visitation disputes, including reviewing case files; maintaining the confidentiality of mediation proceedings; obtaining and reviewing medical, mental health, school, and law enforcement records; preparing reports and recommendations for the court; and occasionally testifying in court on findings of mediation sessions.

Scheduling days and hours for mediation sessions will be the responsibility of the Mediator. The Mediator must provide all necessary supplies, equipment and support staff for the performance of its duties under the contract. The Mediator may, as needed, arrange with the court to use a room in the Justice Center to conduct mediation sessions.

The complete qualifications and ongoing requirements for this position are found in the Oregon Judicial Department Court-Connected Mediator Qualifications Rules (the "OJD Rules"), attached to this RFP as Attachment 4. In some instances, minimum qualifications may be substituted or waived by the Presiding Judge with the condition that the applicant commit to a written plan to meet the minimum qualifications within a specified reasonable period of time. If the proposer does not meet the minimum qualifications, a statement that the proposer will commit to such plan is required and will become part of the contractual agreement for services.

### **3. SELECTION PROCESS**

#### **A. Selection Process Overview**

The selection process will conform with Crook County Code 3.12.110 and implement ORS 279B.060. All proposals submitted by the RFP due date will be subject to a standard review process. An initial review of each proposal will be conducted to determine if it is complete, in the required format, and in compliance with all requirements of this RFP. Failure to meet all of the requirements may result in a rejected proposal. Each proposal that passes the initial review will be evaluated and scored by a pre-selected Evaluation Committee, which will evaluate and score each proposal on a 100-point scale, using the assigned weights listed below.

The process may include a panel interview with the Evaluation Committee. The County also reserves the right to investigate and consider the references and past performance of any proposer with respect to such things as provision of similar services, compliance with specification and contractual obligations, and lawful payment to suppliers and workers. The County may postpone the award or execution of the Contract after announcement of the notice of intent to award in order to complete its investigation. Both interviews and information obtained from references may affect the proposal's ranking in the selection process. The Evaluation Committee will make a recommendation to the

Board of County Commissioners (the “BOCC”), who will select the proposal it determines is the most advantageous to the County based on the criteria in the RFP.

The scoring criteria will be as follows:

<b>Evaluation Criteria:</b>	<b>Point Value:</b>
Professional Qualifications	25
Experience	25
Fee and Fee Structure	20
Approach	20
<u>Local Knowledge</u>	<u>10</u>
<b>Total:</b>	<b>100 Points</b>

### **B. Schedule for Selection**

The milestones for the selection process are set forth below. The dates are approximate but will be followed to the extent reasonably possible. The purpose of this schedule is for proposer information only. Required dates for submittals and any other activities are provided elsewhere in this RFP. The County reserves the right to change this schedule or terminate the entire procurement at any time.

- RFP publication: November 5, 2024
- Deadline for questions: 2 p.m. on November 22, 2024
- Final addenda, if any: November 26, 2024
- Proposals due: 2 p.m. on December 5, 2024
- Recommendation to BoCC: 9 a.m. on December 18, 2024
- Notice of Intent to Award: December 18, 2024
- Protest period: December 18 – 26, 2024
- Contract negotiations commence: December 26, 2024

### **C. Protests or Objections Regarding the Selection Procedure**

A proposer may file a written protest or make a written request that the County Administration change any RFP procedure, provision, or specification. Any protest or request for change must be delivered in writing to John Eisler, Assistant County Counsel, at 300 NE Third Street, Prineville, Oregon 97754 or john.eisler@crookcountyor.gov on or before November 22, 2024, at 2:00 p.m. The purpose of this protest/request for a change in procedure is to permit the County time to correct, prior to the submission of proposals, specifications or procedures that may be improvident, unlawful, or which may unnecessarily restrict competition. This requirement is intended to eliminate, by permitting corrections prior to the submission of proposals, the waste of resources and delay that may result from the untimely detection of errors in the RFP, possible protests, and possible rejection of proposals. The County will consider each protest or request, amend the RFP accordingly, if warranted, and will notify in writing each known prospective proposer of any change. No amendment of this RFP shall be effective unless made in writing and signed by County Counsel.

## **4. PROPOSAL PROCEDURES AND SUBMITTAL REQUIREMENTS**

### **A. Form and Quantity of Proposals**

Proposals may be submitted by hardcopy or digitally. If by hardcopy, one original and two copies of the proposal must be submitted, addressed to: Crook County Counsel, Attn: John Eisler, 300 N.E.

Third Street, Prineville, Oregon 97754, or hand delivered to Crook County Administration, 203 NE Court Street, Prineville, Oregon 97754, and must be received no later than 2:00 p.m. on December 5, 2024 (the “Due Date”). Hardcopy proposals must be submitted in a sealed envelope and plainly marked on the outside showing the name of the proposer and the phrase “Domestic Relations Mediation Services Proposal.”

E-mail electronic submissions must be emailed to [rfps@crookcountyor.gov](mailto:rfps@crookcountyor.gov), with all signature pages on the project-provided forms that do not contain unauthorized alterations. Bids should be received in non-editable PDF format when submitted electronically; no links to documents will be accepted. The total size limit for each email submittal response should be less than 20 MB. An automated response will be generated back to the sender stating, “Proposal has been received by the County.”

Any proposals received after the Due Date will not be considered. Postmarks and sent-by dates will not be used as a basis for determining timely delivery. Proposals received after the specified time or submitted to any other office will not be considered, except that, in the County’s sole discretion, the County may accept late submittals if no timely submittals are received. It is the proposer’s responsibility to ensure the proposal is submitted by the time and date and to the location as specified.

**B. Content and Format**

Proposals shall be no more than 8 pages long, excluding the transmittal letter, certifications, and supporting documents. One page is considered to be one side of a single 8.5”x11” page and the minimum font size is 12 for the main text.

Proposals submitted in response to this RFP must include the items and be in the order as listed below. All of the items combined comprise your completed proposal pursuant to this RFP. All signature lines must be signed by the proposer, personally, or an authorized representative if an entity. A signature certifies that proposer has read, fully understands, and agrees to be bound by the RFP and all attachments and addenda. It is the proposer’s sole responsibility to submit information in fulfillment of the requirements of this RFP. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the proposal to be deemed non-responsive.

Proposers must submit the following information and are encouraged to include graphics, images, or anything deemed to effectively convey the information requested in the proposal:

<b>Required Submittals</b>	<b>Check Off</b>
Proposal packet, filled in and signed.	<input checked="" type="checkbox"/>
Narrative section describing in detail how the services offered satisfy the qualifications and statement of work. Include the following details:	<input checked="" type="checkbox"/>
• Professional Qualifications	<input checked="" type="checkbox"/>
• Experience	<input checked="" type="checkbox"/>
• Approach	<input checked="" type="checkbox"/>
• Local Knowledge	<input checked="" type="checkbox"/>
• Fee and Fee Structure	<input checked="" type="checkbox"/>

Proposer Certificate (Att. 1)	<input checked="" type="checkbox"/>
Acknowledgement of Insurance Requirements (Att. 3)	<input checked="" type="checkbox"/>
Supportive Information (not counted toward page limit)	<input checked="" type="checkbox"/>

The narrative section should provide the following information in detail:

***Professional Qualifications***

Demonstrate the proposer has met or exceeded all applicable Qualifications and can comply with all Ongoing Obligations contained in Sections 2.1 and 2.2 or otherwise in the OJD Rules. Such standards pertain to areas that include:

- Education;
- Training;
- Experience;
- Continuing Education;
- Conduct;
- Public Information; and
- Supervision.

***Experience***

Provide a concise overview of your professional experience as it relates to domestic relations custody and parenting time mediation. While directly applicable experience is most valued, we encourage you to include any experience you believe is pertinent to the role. Your response should:

- Highlight projects or roles that demonstrate your capability to provide the requested services;
- Focus primarily on experience directly related to custody and parenting time mediation;
- Include other relevant experience you believe prepares you for this role, explaining its applicability;
- Describe your track record of compliance with the Mediator Ethics outlined in Section 1.4 of the OJD Rules; and
- Present your experience in a way that illustrates your unique qualifications for this position.

***Approach***

Provide a concise explanation of your mediation approach for domestic relations custody and parenting time cases. The response may address:

- Your overall mediation philosophy and model(s) used;
- Key strategies for managing high-conflict situations and power imbalances;
- Methods for incorporating children's best interests into the mediation process;
- Approach to drafting and reviewing parenting agreements; and
- A brief example (maintaining confidentiality) that illustrates your mediation style in action.

***Local Knowledge***

Crook County is a unique community. Describe your knowledge and experience with community members from Crook County and/or Central Oregon and how such knowledge and experience may be beneficial to the parties of mediation services in Crook County.

***Fee and Fee Structure***

Provide a detailed explanation of your proposed fee structure. Your response may address:

- Preferred billing method:
  - Per mediation session

- Hourly rate
- Other (please specify)
- Detailed fee breakdown:
  - Rate for mediation sessions
  - Hourly rate (if applicable)
  - Charges for preparation time or document review
  - Fees for drafting agreements or other documents
  - Any minimum charges
  - Cancellation or rescheduling policies and any associated fees
  - Any other costs or fees not covered above
  - Flexibility in fee structure, if any
- Policy on billing for travel time and expenses
  - Travel time
  - Travel expenses.

***Supportive Information***

Include additional support materials, which may include graphs, charts, photos, resumes, etc.

**C. Modification and Withdrawal of Proposals**

Prior to the Due Date, any proposal may be modified or withdrawn by written notice to the POC. Such notice shall be in writing, signed by the proposer or its authorized representative and delivered by the Due Date. Negligence on the part of the proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable for 90 days or until such time as Crook County specifically cancels the procurement, rejects the proposal, or awards a contract.

**D. Sample Contract**

A sample contract containing contractual terms and conditions is included as Attachment 2. It is anticipated that the initial contract term will be twenty-four months. The successful Mediator will be required to execute a final contract substantially similar to the sample contract and be bound by its terms and conditions.

**E. Public Records**

All proposals submitted in response to this RFP shall become the property of Crook County and may be utilized in any manner and for any purpose by Crook County. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws. Proposals should not include personal identifier information in resumes or other documents such as social security numbers, dates of birth, criminal clearance documents, etc. Crook County shall not in any way be liable or responsible for the disclosure of any such records. If you intend to submit any information with your proposal which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. Where authorized by law, and at its sole discretion, Crook County will endeavor to resist disclosure of properly identified portions of the proposals.



## **F. Acceptance or Rejection of Proposals**

Crook County reserves the right to accept or reject any or all proposals. Any proposal which Crook County determines to be incomplete or nonconforming may be rejected. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

## **G. Minority, Women, or Disadvantaged Business Enterprise (M/W/DBE)**

M/W/DBEs shall receive equal opportunities to submit proposals and shall not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. A MWDBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged individuals include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

## **H. Award and Commencement of Work**

In awarding a contract, Crook County will accept and consider the proposal or proposals which, in the estimation of Crook County, will best serve the interest of Crook County. Crook County will award a contract to the proposer whose proposal is most advantageous to the County based upon the evaluation process and evaluation criteria contained within this RFP.

Recommendation for award is contingent upon successful negotiation of the contract and resolution of any protests. The successful proposer shall be required to sign the negotiated contract, which will be in the form and content as approved by Crook County. The final authority to award a contract rests solely with the BOCC. The successful proposer shall not be allowed to begin work under any negotiated contract until such time as the contract has been approved by Crook County Counsel's Office and executed by the BOCC. The successful proposer must agree to all terms, insurance coverage provisions, and conditions of the contract with Crook County. The required insurance coverage is listed in Attachment 3.

## **I. Protest of Award**

After Crook County approves and selects a proposer, Crook County will provide notice of its intent to award the contract to all other proposers and post to its website. If no written protest is filed by 5:00 p.m. on the seventh day following announcement of the decision, the award will be deemed final. Crook County will not entertain protests submitted after this time period.

The written protest must specify the grounds upon which the protest is based, citing the law, rule, regulation, or practice. If a timely protest is filed, the decision of Crook County will be considered final only upon issuance of a written notice deciding the merit of the protest. The BOCC shall have the authority to settle or resolve a written protest. The award and any written decision regarding the protest will be sent to each proposer. An aggrieved proposer may seek judicial review in the manner provided in ORS 279B.415.

## **J. Rights Reserved by the County**

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this RFP:

- Issue addenda;
- Request additional information and/or clarification from the proposers;
- Permit the timely correction of errors and waive minor deviations;
- Issue subsequent proposals based on refinements of concepts proposed in response to the RFP;
- Withdraw this RFP;
- Extend the time for submittal of proposals;
- Select the proposer that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in providing the services at the level desired by the County;
- Take whatever other action it deems in its best interest;
- To conduct interviews with proposers to further facilitate ranking pursuant to the criteria;
- To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;
- To decline to accept any proposal, negotiate with any proposer, award a contract, or proceed with the services described in response to this RFP;
- All proposals shall become the property of the County and will not be returned to the proposer. All bids and proposals are subject to Oregon Public Records law;
- This RFP does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any product, services, or supplies. Responses to this RFP are entirely voluntary and made with this knowledge;
- It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, physical or mental disability.

### **K. Hold Harmless**

The proposer agrees to indemnify, defend, and hold the County, its commissioners, agents, officers, and employees, harmless and defend all damages, losses, and expenses included, and to defend all claims, proceedings, lawsuits, and judgments arising out of or relating from the fault of the proposer, the proposer's agents, representatives, or subcontractors in the performance or failure to perform in accordance with instructions to proposers. However, the proposer shall not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee's negligence.

The proposer shall not permit any lien or claim to be filed or prosecuted against the County or the County's property in connection with the contract and agrees to assume responsibility should lien or claim be filed.

## **5. PROPOSER DECLARATION AND INFORMATION**

### **A. Proposer's Declaration and Understanding**

The undersigned, hereinafter called the "Proposer," declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the County, and that the proposal



**PROPOSAL OF DAVID C. ALLEN, J.D.  
IN RESPONSE TO  
CROOK COUNTY, OREGON  
REQUEST FOR PROPOSAL  
DOMESTIC RELATIONS MEDIATION SERVICES**

**NARRATIVE:**

**1. PROFESSIONAL QUALIFICATIONS**

**Education** - I have been a licensed attorney in good standing with the Oregon State Bar since 1992. In 1987, I obtained a B.S. in History from the University of Kansas where I grew up. In 1991 I earned my J.D. from the University of Oregon School of Law. As such, I meet the qualifications to be a mediator under Oregon Judicial Department (OJD) Rule 2.2(1)(b).

**Training** – In 2015 I completed the court sponsored OJD Rule 3.2 basic mediation curriculum and the OJD Rule 3.3 domestic relations custody parenting time mediator curriculum. I am therefore qualified as a domestic relations custody and parenting mediator under OJD Rule 2.2. I have not received specific court-system training, however, this requirement is more than met by my extensive experience litigating cases in Oregon courts for the past 32 years. I am intimately familiar with the rules of civil procedure, the local supplementary rules and my ethical duties as a court facilitated mediator. While not required by this RFP, I also meet the qualifications of a domestic relations custody and parenting mediation supervisor as defined in OJD Rule 2.2(7).

In addition to the mediation curriculums discussed above, I have received extensive training in alternative dispute resolution (ADR), the dynamics of domestic violence, child abuse, juvenile delinquency and dependency, childhood development, parenting strategies, mental health and substance abuse, and de-escalation training.

**Experience** – I have served as the court-connected domestic relations custody and parenting mediator for Jefferson County since 2011 and for Crook County since 2013. I continue to serve in both roles.

My legal experience began as a deputy district attorney for Jefferson County from 1992-1995. In addition to prosecuting criminal cases, I appeared on behalf of the State of Oregon in juvenile dependency cases involving Department of Human Services (DHS). I then moved to private practice with the Madras law firm of Glenn, Sites & Reeder where I handled family law cases and DHS dependency proceedings. In 1995 I had a family law private practice in Portland until 1998 when I was elected as District Attorney for Morrow County. I served two terms as Morrow County DA and County Counsel from 1998-2006. I prosecuted many cases involving domestic violence and substance abuse and handled juvenile dependency cases on behalf of the State of Oregon. In 2006 I re-located to Central Oregon and have been in solo private practice in Madras from 2006 to present. My practice initially focused on real estate and family law until I

began mediating family law cases in Jefferson County in 2011 and Crook County in 2013. I still take limited family law cases outside of Crook/Jefferson counties.

**Continuing Education** – My continuing education is primarily Continuing Legal Education (CLE) credits required by the Oregon State Bar. Every three years I complete 45 hours of CLEs, of which one hour must be child abuse reporting, three hours must be access to justice, 5 hours must be ethics and one hour must be mental health/ substance abuse. During my career I have received many hours of training in alternative dispute resolution, civil procedure, juvenile dependency proceedings, mental health and substance abuse, ethics (both as an attorney and as a mediator/neutral), dynamics of domestic violence and family abuse, evidence, safety focused parenting plans, and communications dynamics. I have been and currently am a member of the Family Law and ADR Sections of the Oregon State Bar.

If required by the presiding judge for the 22<sup>nd</sup> Judicial District (Crook and Jefferson), I am willing to complete any continuing legal education requirements over and above my extensive continuing education for the Oregon State Bar.

**Conduct** – I subscribe to and follow the mediator code of ethics contained in OJD Rule 1.4. I begin every mediation with a brief orientation which details my ethical duties and the process of mediation. You can find the full text of my orientation statement starting on page 3.

**Public Information** – I comply with the requirements of OJD Rule 1.5. While I have not used the Appendix A form as outlined in the rule, the court has been provided all of the information required by the rule.

**Supervision** – The requirement of OJD Rule 2.2(7) relating to supervision does not appear to be a necessary qualification in response to the published RFP. However, I do meet the qualifications of a qualified domestic relations custody and parenting mediation supervisor. I have mediated nearly 2,000 cases and have approximately 5,000 hours of experience mediating family law cases.

## 2. EXPERIENCE

I have described my relevant experience in my Professional Qualifications section above. I believe my 13 years experience (Jefferson County) and 11 years experience (Crook County) serving as the court-connected domestic relations custody and parenting mediator provide me unique qualifications to continue serving as Crook County's court connected family law mediator. I routinely pull upon my experience to give parties a clear understanding of how the court process works (slowly) and likely outcomes. One of the benefits of doing this for so long is I have had frequent visits with all of the judges to learn how they view the common issues that arise in contested custody cases. With some confidence, I can explain to the parties how a judge may likely view their position and some likely outcomes given the facts of the case.

I am uncertain if any member of the circuit court staff will be a member of the Evaluation Committee for this RFP. If they are not, I would strongly encourage the Committee to reach out to circuit court staff, specifically Trial Court Administrator Katie Slattery, Presiding Judge Annette Hillman, and/or my point of contact Stephanie Newby to get their input regarding my service through the years. I think the Committee will find the circuit court is extremely satisfied with my service and communication with the Court. Because I have been doing the mediations

for so long, I have developed good working relationships with court staff and routinely communicate with the court regarding the status of my cases without breaching the confidentiality of the parties. The current system of processing cases was developed with the Court during the first few years I served as the Crook County mediator. The system (which is identical to the system I employ in Jefferson County) now includes bi-monthly status reports of all of my active caseload which the court uses when parties appear for court. I have attached a redacted version of my most recent status report. I efficiently process cases which the Court refers to me because I understand the court process takes long enough as it is.

I also believe the local family law attorneys are satisfied with my services. They are routinely surprised I am able to settle cases they thought had no chance.

The RFP asks for a description of my track record of compliance with the Mediator Ethics in Section 1.4 of the OJD Rules. Perhaps the best way to illustrate my compliance is for me to recite the introductory statement I tell every couple who mediates with me. :

*”Good morning/afternoon. Thank you both for being here today. As you know, my name is David Allen. I am your court appointed family law mediator. You are both here by court order and are required by that order to participate in good faith. You are not required to reach an agreement here today.*

*A little bit about me and the mediation process. I am an attorney in private practice in Central Oregon. I have been mediating cases in the local area for 15 years and have mediated well over a thousand cases. I meet the qualifications to be a court appointed mediator. Before I became a mediator, I practiced in family law and was a prosecutor. But just because I am an attorney does not mean I am here to provide either one of you any legal advice. Do not take anything I say today in any way as legal advice or me telling you what I think you should do. If you have questions about your legal rights I strongly encourage you to seek legal assistance with your questions.*

*My role as a mediator is to facilitate communication between the two of you to hopefully come up with an agreed upon custody and parenting plan. My services are limited to the issues of custody and parenting time. I cannot mediate financial issues such as child support, health insurance, tax deductions or any property disputes. It is important to know I am not a judge and have no authority to make any decision here today. Again, my role is one of service. I am here to assist you in exploring parenting time and custody options with the hope you can reach an agreement.*

*I am paid by the circuit court so my services are free of charge to you. I do not make any additional money whether you settle your case or not. I am paid a flat fee for every case, no matter the outcome. This is to ensure my only motive in this matter is to assist you as best I can in reaching an agreement.*

*Mediations are strictly confidential. In other words, I cannot be called as a witness in any proceeding and my notes taken during mediation are also confidential. All of the communications in mediation, including your statements here today, are likewise confidential by state law. If either of you attempts to testify or notify the Court regarding communications during mediation, the Court will stop you. The reason for this is so both parties feel safe to “put their cards on the table” without fear they will be used against them later on in court. There are a few exceptions to confidentiality. For instance, I am a mandatory child abuse reporter and I am required to report child abuse in accordance with those duties. Also, mediation communications are not confidential if I believe that disclosing information is necessary to prevent a party from seriously injuring or killing another person.*

*If there is a current no contact or restraining order, participation in mediation is, by court rule, not a violation of those orders. That said, I am committed to ensuring mediation is a safe process. I will not allow abusive or foul language. I understand mediation and the well-being of your child can be extremely emotional. As best you can, please try to keep your comments constructive. I have found re-hashing the past is rarely productive. I appreciate things that have happened in the past may be relevant to your current situation but I will try to keep you focused on what we can accomplish moving forward*

*These sessions end in one of three ways. First, if you reach an agreement I will take notes and read it back to you to make sure I have it correctly. If either party has an attorney I am required by court rule to have the attorneys draft the final paperwork. If neither of you has an attorney, I will draft the parenting plan for you, get it to both of you for digital signature and filing with the court. Once filed, it will become the court’s order regarding custody and parenting time. You will still need to work with court staff to get a general judgment prepared and filed. A general judgment is also known as a divorce decree if you are married. The general judgment addresses all of the remaining issues like child support, tax deductions, property, etc... Court staff will assist in preparing this document if you have reached agreement on those issues. If you have not reached an agreement on those issues, you can still have a trial on those issues, however, you will not be able to try the issues of parenting time and custody.*

*Second, sometimes parties aren’t willing to make an agreement during the first session. They need time to consider their options or to confer with their attorney, which I strongly encourage. My contract with the state courts provides for two sessions and in some cases three sessions if a third session is likely to result in an agreement. Sometimes people want to try something on a trial basis for a month or two to see how it goes. In this circumstance, I would send you both an email with your temporary agreement for parenting time and the date of our next appointment a couple of months out. This would be an entirely voluntary agreement and not a court order. The idea is sometimes people need to build up to parenting time or see how a particular schedule actually works on the ground. Hopefully, by our second session you both will be comfortable with the agreement and be more ready to discuss a permanent parenting plan.*

*Third, if you can't reach an agreement and it doesn't matter how long we do this, there is just not going to be an agreement, then I refer your case back to court as unresolved. I file a form with the Court and literally check a box that says "Parties unable to reach an agreement." Again, I do not tell the court what you disagree about, who I think should win, or any other confidential information. When the court receives my form they know the case was not resolved in mediation and needs to be set for hearing or trial.*

*I have looked up your case online and was able to learn a bit about your case. Can you please confirm your child's name is \_\_\_\_\_ and they are \_\_\_\_\_ years old? Mom, you live in \_\_\_\_\_ and are unrepresented/represented by, and dad..... I have reviewed the pleadings you both filed with the court and it appears mom, you want \_\_\_\_\_ and dad you want \_\_\_\_\_. Is that correct? Ok. Can one of you please start by telling me what your current schedule or routine is for parenting time?"*

### **3. APPROACH**

My approach to mediation is a blend of evaluative and transformative models. Evaluative mediation is where the mediator makes recommendations and suggestions and expresses opinions. Instead of focusing primarily on the underlying interests of the parties, evaluative mediators are more likely to help parties assess the legal merits of their arguments and make fairness determinations. Evaluative mediation is most often used in court-mandated mediation, and evaluative mediators are often attorneys who have legal expertise in the area of the dispute. In transformative mediation, mediators focus on empowering disputants to resolve their conflict and encourage them to recognize each other's needs and interests. The process aims to transform the parties' relationship through empathy and understanding of the other person's fears and point of view.

My mediation sessions occur by telephone conference call which is a relatively new model of mediation. Early research results suggest that technology-enhanced mediation can be just as effective as traditional mediation techniques. Moreover, parties often find it to be a low-stress process that fosters trust and positive emotions. I would like to utilize Zoom or other video conferencing, however, many of the unrepresented parties I mediate often do not have internet service or access to these platforms.

When I began, I did all mediations in person at the Crook County Annex. The in-person sessions were often laced with high emotions. For instance, seeing an ex roll their eyes, snicker or smug smile often set people off on non-productive arguments. In person mediation sometimes created physical, non-verbal power imbalances, especially in cases of domestic violence. Many times parties would simply shut down and say/agree to whatever they felt was necessary to end the session. On a handful of occasions, I had law enforcement chaperone the parties as they left the annex. Then came COVID.

During COVID (and ever since) I have handled mediations by phone. If awarded this contract, I would like to continue performing sessions by phone. Shortly after the courts reopened from COVID, the trial court administrator asked me when I would re-start doing in-



person mediations. I explained to her that I actually felt phone mediations were safer and more productive. When we reviewed the statistics we found I actually resolved **more** cases by phone than in person. I believe there are a few reasons for this. First, as discussed above, phone appearances remove most of the safety concerns and non-verbal incitements. Second, for people to attend an in-person session often meant missing an entire day of work or presented child care problems. This lead to cranky participants. And finally, I don't know why this is, but people seem less inclined to get into a screaming match on the phone. Maybe it is the microphone cuts out or it is difficult to hear on the phone. I don't know, but it is easier to "keep the peace" with parties on the phone. I often resolve high conflict cases on the phone that I don't think would have ever settled in person.

With respect to incorporating the child's best interests, I routinely remind the parties this is the standard the court will always employ. The judge does not want to hear about each parent's petty grievances about the other parent, how many texts or Facebook posts they have, or any of the "did to / did not" back and forth. Rather, the court will attempt to view the situation from the eyes of the child. I remind them fighting is not a luxury they can afford (emotionally or financially) because they have a child who is depending on both of them. The child needs both their mother and their father to be well adjusted and healthy. In high conflict cases, I propose that both parties are actually acting out of fear. I attempt to identify and validate their fear then ask the other party if they can understand that fear. I think this is my greatest talent as a mediator and why I settle so many cases. I get people away from their grievances and attempt to "transform" the relationship as one of co-parenting. It is not always successful, but even when parties don't agree, I think they do start looking at how much fear is actually fueling their position.

I cannot think of a brief example to share because each case is so fact specific. What I can share are some of the frequent icebreakers I use to get people to honestly discuss their responsibilities as co-parents. When parties are clearly "building their case" by chronicling every text message and child exchange to use as evidence in court, I use a twist on an Einstein quote: "You cannot prepare for war and peace at the same time." When parties can only see the bad in the other parent and attribute everything to their purported badness (e.g. "you purposefully scheduled the doctor's appointment during my time" when in reality it was the first available appointment) I use a line from my grand-father: "When you are a hammer, everything looks like a nail." Mostly, I do my utmost best to remind the parties their child is counting on them to get along so they don't have to choose between mom and dad.

My approach to drafting parenting plans is to draft them as I would if I were representing the parties as an attorney. I draft clear, concise, and enforceable parenting plans because I understand the parties and the court will be relying on them in the future. I avoid many of the common mistakes made by non-legally trained mediators when they draft a plan. I believe the court and the parties are very appreciative of the parenting plans I draft. Attached is a sample parenting plan I recently drafted.

#### **4. LOCAL KNOWLEDGE**

I started my time in Central Oregon when I was a summer intern for Jefferson County District Attorney Bill Hanlon in 1990. Back then, the Jefferson County courthouse was affectionately referred to as the “bomb shelter”. My, how times have changed. Congratulations to Crook County on a gleaming new courthouse. It was long overdue, but I will miss the creaking radiators and stairs of the old courthouse. Well, maybe not the stairs. That last flight to the courtrooms was always a killer.

My local knowledge of Crook County and Central Oregon has been a great asset to me as an attorney and as a mediator. With the exception of two years in Portland, I have spent my entire career in rural areas. 22 years in Central Oregon and 8 years in Heppner. I know many of the current and past county officials, have represented numerous folks from Crook County, and know where to get a good lunch (the club sandwich at Dillon’s grill, tuna sandwich at the Sandwich Factory or anything from Tastee Treat assuming the tourists haven’t overrun it). I understand and appreciate rural living. The values and work ethic of Crook County resonate with me. Crook County cases almost always have at least one grand-parent who is a resource to the kids. This makes parenting plans much easier. Crook County folks are very proud of their schools and do not often fight about schooling of their children. 4-H, volleyball and wrestling schedules are a common topic when developing a plan. And fair week, which I often include in the Holiday section of the parenting plan. The solid citizens of Crook County are reasonable in their approach and positions and a pleasure to work with both as staff and as participants in mediation. Unfortunately, there are also some folks who struggle with addiction and criminal behavior that make their way into my caseload as well. But that is true of any community and I find Crook County does not tolerate their behavior for very long.

I think my local knowledge of the attorneys in the area is beneficial to the parties because I know all of the attorneys fairly well and understand their approach and/or billing practices. I also understand the actual distance between the Central Oregon towns (Bend is not half an hour from Prineville !).

Crook County is a growing and rapidly changing place. Just today I read there will be a 300 unit apartment complex built off the Madras Highway. This changing economy for Crook County is creating better options for kids to stay where they grew up and raise a family. It’s not just Les Schwab or the forest anymore. It is exciting to see young people want to stay in their rural community. I understand sometimes people do move away for career opportunities and these cases are extremely difficult to mediate. Not just because of the geographic distance between the parent who stays and the parent who leaves, but because most often there is a drastic cultural difference between Crook County and wherever they are headed. Who can blame a parent for wanting their child to stay in Crook County ? It doesn’t always work out that way, but I always feel a bit of loss for the community when it doesn’t.

**5. FEE AND FEE STRUCTURE**

My fee structure and rate of pay will continue to be the same as it has been since my first contract with Crook County in July of 2013. It is the same fee structure I use in Jefferson County and has worked quite well over the years. I charge \$500 per case: \$250 when the case is referred to me and \$250 when I close the case. I invoice monthly and track my cases. I do not charge for travel time or expenses. \$500/case. Straight. Same price as in 2013.

A flat fee removes any incentive for the mediator to run up the bill. It also removes any charges for pre-mediation preparation, document review, drafting agreements, etc...that an hourly rate model would impose. Finally, a flat fee should be easier to budget. I was recently made aware the County’s mediation budget line item has overrun the past couple of years. Thanks to the legislature, we have a silly system for paying for mediation. State courts cannot contract or directly pay for mediation services, so the County is forced to contract for a court service. State courts collect all of the court filing fees that are used to pay for mediation services. and pass along a formulaic amount of these fees to Crook County (not sure how that formula is calculated but could find out if need be). Crook County puts in a budget line item. I send my invoices to the State Courts for them to review for accuracy and approval before they send it to the Crook County Finance Department who cuts the checks. The only way the budget line can run over is if the Court is referring more cases than they have the money for. I would be happy to join any conversation about how best to track the budget. Or even better, how to increase the yearly allocation from the State courts to ensure there are no further overruns.

**CONCLUSION**

I can appreciate this contract needed to be put back out for bid because I have been doing this since 2013. Your County Counsel did a great job with the RFP. Hopefully, I can continue serving Crook County. I will close with that old saying: “If ain’t broke, don’t fix it.”

  
\_\_\_\_\_  
**David C. Allen**

12/05/2024  
**DATE**



N/A	████████	████████████████	10/10/24	Meeting 11/04/24 1pm AGME filed 11/07/24
12/05/24	████████	██████████	10/10/24	FTAM filed 11/07/24-Wendy Rico failed to appear to mediation
12/05/24	████████	██████████	11/01/24	MET 12/02/24 10am NEXT 01/13/25 1pm
12/05/24	████████	████████████████	11/04/24	Met 12/02/24 MENA filed 12/03/24
12/29/24	████████	██████████	11/12/24	Scheduling
01/09/25	████████	████████████████	11/12/24	Meeting 12/09/24 10am
01/09/25	████████	████████████████	11/25/24	Meeting 12/11/24 10am
01/23/25	████████	██████████	11/22/24	Meeting 12/09/24 1pm

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

\_\_\_\_\_ ) CASE NO. \_\_\_\_\_  
Petitioner )  
 ) **PARENTING PLAN**  
and )  
\_\_\_\_\_ ) Proposed by:  Petitioner  Respondent  
Respondent )  
 )  Agreed upon by both parents  
 )  Ordered by the Court

It is the policy of this court to encourage the parties to work out their own Parenting Plan, either between themselves or through mediation. The court expects parties to participate in mediation with good faith. In the end, the only principle that should determine a Parenting Plan is what is in the child's best interest. The following Parenting Plan is intended to provide a plan to parents who have not been able to agree on their own. If the parents are unable to communicate and work together to reach a parenting plan, they will likely have many ongoing disputes about parenting time. Therefore, if the court is required to impose orders, the parties must strictly comply with these orders. This is only the option when parents cannot agree. This plan does not presume that one parent is superior or inferior to the other. Because each family's circumstances are different, the court may make provisions for more or less parenting time than provided for in this Parenting Plan. This is why the court requires parents to attend mediation when they are not able to agree on their own.

1. GENERAL INFORMATION

A. The parents' names are \_\_\_\_\_ (Mother) and \_\_\_\_\_ (Father).

B. The Parenting Plan applies to the following child(ren):

NAMES	AGE
_____	6

C. This Parenting Plan shall replace entirely all previous parenting plans entered in this case or previously agreed upon between the parties.

## 2. CUSTODY AND RESIDENTIAL SCHEDULE

A. For the purposes of this Parenting Plan, “residential parent” means the parent who provides the primary residence for the child(ren). The “nonresidential parent” refers to the parent who has parenting time with the child(ren) according to the schedule provided in the Parenting Plan.

B. Mother shall be considered the “residential parent”. Mother shall have all parenting time not reserved to Father.

C. CUSTODY: The parties shall enjoy joint legal custody of the minor child.

## 3. PARENTING TIME

A. REGULAR PARENTING TIME: Father shall have parenting time EVERY WEEKEND from after school (or 3:00 p.m. during breaks) Friday until Sunday 6:00 p.m.

### B. HOLIDAY PARENTING TIME:

- a. Vacation and Holiday Periods: These are the dates set by the public school district in which the child(ren) resides whether or not the child(ren) is attending school or enrolled in that school.
- b. Holiday Schedule:
  - i. **Halloween** Father: EVEN Mother: ODD  
(Father’s Halloween parenting time will be extended to include Thursday overnight and the following Friday daytime)
  - ii. **Christmas Eve** Father: ODD Mother: EVEN
  - iii. **Christmas Day**
    1. EVEN: Mother attends the family gathering until 1:00 p.m. and then leaves the child at the gathering so Father may attend after 1pm.
    2. ODD: Father attends the family gathering until 1:00 p.m. and then leaves the child at the gathering so Mother may attend after 1pm
  - iv. **Mother’s Day** the Child shall be with Mother on Mother’s Day beginning either Saturday evening or Sunday morning at 9am.
  - v. **Father’s Day** the child shall be with Father as part of his regular week-end parenting time.
  - vi. **Easter** Father: ODD Mother: EVEN
  - vii. **Thanksgiving** to Mother every year.

viii. **Child's Birthday.** Share roughly equally, EVEN years Mother gets morning/early afternoon and Father gets early afternoon/evening. Switch for ODD years.

C. **SUMMER PARENTING TIME.** The parties shall have week-on and week-off during summer school break with exchanges on Sunday.

#### 4. RULES OF PARENTING TIME:

A. **CHILD EXCHANGES:** Father's sister, [REDACTED], shall pick-up the child from Mother's residence on Fridays after school or at 3:00 p.m. when there is no school on Friday. Mother shall pick-up the child Sundays at 6:00 p.m. from Tisha's residence or a mutually agreed upon neutral location. The parties may adjust the specific exchange times and locations as agreed upon between the parties.

B. **MAKEUP OR MISSED PARENTING TIME:** If Father fails to exercise his parenting time, for reasons other than health of the children or inclement weather) there will be no makeup parenting time period. The child(ren) will not be permitted to determine whether they wish to visit Father. Personal plans of either parent or of the child, school activities, church activities, and other considerations will not be reasons for failing to follow the parenting time schedule. Only substantial medical reasons will be considered sufficient for postponement of parenting time. If a child is ill and unable to visit, a makeup parenting time shall occur within the same month.

C. **AFFECTION AND RESPECT:** The child loves both parents and does not want to be disloyal to either parent. When one parent talks negatively about the other parent, or about the other parent's spouse or family, this is emotionally damaging to the child. When one parent tries to use the child as a source of information about the other parent, this is emotionally damaging to the child. Similarly, the child should NOT be used as a "go-between", to relay messages, or otherwise used as a means of communication between parents. Both parents are forbidden, under ANY circumstance from making or willfully allowing others to make derogatory comments about the other parent or in any way diminishing the love, respect and affection that the child(ren) has for the other parent.

D. **SCHOOL INVOLVEMENT:** In addition to the parenting time specified above, each parent shall have the right to visit with the child(ren) at school, attend the child(ren)'s school activities, and have full access to school teachers and administrators for complete information about the child(ren) in school. Mother shall notify Father of any parent-teacher conference, school events, or sports activities scheduled.

E. **OTHER PARENTAL AUTHORITY (ORS 107.154)**



Each parent always has the right to:

- (a) inspect and receive school records and to consult with school staff concerning the child(ren)'s welfare and education, to the same extent as the residential parent may inspect and receive such records and consult with such staff;
- (b) inspect and receive governmental agency and law enforcement records concerning the child(ren) to the same extent as the residential parent may inspect and receive such records;
- (c) consult with any person who may provide care or treatment for the child(ren) and to inspect and receive the child(ren)s medical, dental and psychological records, to the same extent as the residential parent may consult with such person and inspect and receive such records;
- (d) authorize emergency medical, dental, psychological, psychiatric or other health care for the child if the residential parent is, for practical purposes, unavailable; or
- (e) apply to be the child(ren)'s conservator, guardian ad litem or both.

H. RELOCATION OF A PARENT. In accordance with ORS 107.159, each parent shall provide the other and the court with written notice of any planned relocation which will result in a move more than 60 miles further distant from the other parent at least 45 days prior to the relocation, or as soon as the moving parent learns of the relocation, whichever is sooner. If such a move is planned the parents will have 45 days to negotiate a new parenting plan, or the matter will be left to the court.

**IT IS SO STIPULATED and MOVED:**

\_\_\_\_\_  
[REDACTED], Petitioner/Mother

\_\_\_\_\_  
Date

\_\_\_\_\_  
[REDACTED], Respondent/Father

\_\_\_\_\_  
Date

PREPARED BY:  
David C. Allen  
Family Law Mediator  
(541) 610-9171  
familyhelp987@gmail.com

**Attachment 1 – Submittal Certificate**

**SUBMITTAL CERTIFICATE**

This certification must be completed, signed, and returned.  
Failure to do so will result in submittal disqualification.

***PUBLIC CONTRACTING LAWS***

Proposer has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public contracts and ORS Chapter 279A – 279C. Proposer further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

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***RESIDENT PROPOSER***

A “resident bidder or proposer” is a proposer that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this proposal and has a business address in Oregon.

Check One: Bidder  is  is not a resident proposer.

If a non-resident bidder, enter your state of residency: \_\_\_\_\_.

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***NON-DISCRIMINATION***

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder ... shall certify ... that the bidder ... has not discriminated and will not discriminate, in violation of subsection (1)."

Check One: Proposer states that it:

Has discriminated or will discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

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***OREGON TAX LAWS***

For purposes of this certificate, “Oregon Tax Laws” means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance

tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri- Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

Check One: Proposer states that it:

Has authority and knowledge regarding the payment of taxes, and that Proposer is, to the best of its knowledge, not in violation of any Oregon tax laws.

Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

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***CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS***

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1) The applicant represents that it is ( ✓ ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ✓ ) is not ( ✓ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

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***CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT***

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

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***FEDERAL FAIR LABOR STANDARDS ACT***

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same

force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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**STATEMENT REGARDING CERTIFICATIONS**

Proposer understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The Proposer understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

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***I, the undersigned, a duly authorized representative of the Proposer, hereby certify that the answers to the foregoing Proposer Certificate questions and all statements therein contained are true and correct.***

Signature:  Date: 12/05/2024

By: DAVID C. ALLEN Title: ATTORNEY AT LAW

Phone: 541-610-9171 Email: DALLEN@DALAWCO.COM

Company Name: DAVID ALLEN ATTORNEY AT LAW

Company Address: 212 SW 4TH ST., SUITE 304, MADRAS, OR 97741

### Attachment 3 – Acknowledgement of Insurance Requirements

Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of the contract. Policies written on a “claims made” basis must be approved and authorized by Crook County.

**Workers Compensation** insurance in compliance with ORS 656.017, requiring contractor and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer’s Liability coverage all at the statutory limits. In the absence of statutory limits, the limits of said Employers Liability coverage shall be not less than \$500,000 each accident, disease, and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

Per Occurrence limit:	Annual Aggregate limit
\$1,000,000	\$2,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed. **Required by County**

**Commercial General Liability** insurance with a combined single limit of not less than:

Per Single Claimant and Incident	All Claimants Arising from Single Incident
\$1,000,000	\$2,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees, or agents. Each such policy obtained by contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name Crook County, and its officers, agents, employees, and volunteers as an additional insured. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable,

then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law. **Required by County**

**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence \$1,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract.

Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians, or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business. **Required by County**

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by the contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed contract. Contractor shall notify the County in writing at least thirty (30) days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention.

I certify that I acknowledge the above insurance information as a requirement to enter into a contract with Crook County. I also certify that I carry the required insurance limits as stated in this Exhibit or can, if selected as a result of this RFP, obtain the required insurance and provide proof of the required insurance certificates prior to signature and execution of the contract.

Signature:  \_\_\_\_\_ Date: 12/05/2024 \_\_\_\_\_

Printed Name and Title: DAVID C. ALLEN \_\_\_\_\_

## AGENDA ITEM REQUEST



**Date:**

*December 10, 2024*

**Meeting date desired:**

*December 18, 2024*

**Subject:**

*Resolution 2024-52 Amending the County's Fee Schedule*

**Background and policy implications:**

*The County's fee schedule is being amended only to increase the Landfill's septage waste disposal fee to \$0.165 per gallon to reflect increased costs. A fee can only be changed once every six months, and the public must be provided an opportunity to comment. ORS 203.115 and 294.160. As this change only concerns the septage waste disposal fee and the County's last fee schedule change was in June 2024, other County fees may still be changed at any time.*

**Budget/fiscal impacts:**

*TBD*

**Requested by:**

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

**Presenters:**

*Jacquie Davis  
John Eisler*

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

*Legal drafted*

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

**IN THE MATTER OF**

**RESOLUTION # 2024-52**

Amending fees for septage waste disposal beginning February 1, 2025.

**WHEREAS**, ORS 294.160 requires the establishment of fees by county governing bodies by resolution or ordinance after providing the public an opportunity to comment; and

**WHEREAS**, this Resolution replaces any prior resolutions, orders, or amendments for fees for prior fiscal years (last amended via Order # 2024-31); and

**WHEREAS**, this Resolution reflects changes to fees which have not been raised in the preceding six months.

**NOW, THEREFORE, BE IT RESOLVED BY THE CROOK COUNTY BOARD OF COMMISSIONERS** that the fees outlined in the attached Exhibit A are amended upon the effective date of February 1, 2025, which shall continue in effect until amended by the Crook County Board of Commissioners or amended by operation of law:

**BE IT FURTHER RESOLVED** that the Crook County Board of Commissioners adopts as part of the county fee schedule those fees authorized to be collected by local governments by Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws.

**BE IT FURTHER RESOLVED** that County department heads may impose additional fees related to generating custom information and records searches requested by the general public not covered herein in an amount sufficient to recover the actual costs incurred in obtaining and preparing such information, including all wage and benefit costs related to production and supervision, transportation costs, duplications costs, and any other costs which such search may require. In the event that a department head shall plan to charge such a fee, the department head shall give notice in advance, along with an estimated cost, and shall require payment in advance. In the event that the final cost exceeds the estimated cost, the department head involved shall notify the requesting party that additional cost will be incurred and shall not deliver a final work product until full payment has been made. In the event that payment by the requesting party exceeds payment, refunds shall be made only after the requesting party has submitted a claims sheet to the county finance department through normal processes of reimbursement.



**BE IT FURTHER RESOLVED** that fees shall be charged in accordance with the attached schedule unless a waiver is authorized by the Crook County Board of Commissioners.

**BE IT FURTHER RESOLVED** that these fees shall continue in effect until modified, amended, removed, or otherwise adjusted by the Crook County Board of Commissioners.

**BE IT FURTHER RESOLVED** that County staff members are authorized to make formatting and pagination changes to improve readability, but which may not alter the fees described herein.

**BE IT FURTHER RESOLVED** that no new fee shall be charged during the fiscal year unless first authorized by the Crook County Board of Commissioners or established by regulation, rule, statute, or law of the State of Oregon.

The above Resolution is hereby approved on this 18th day of December 2024.

CROOK COUNTY BOARD OF COMMISSIONERS:

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SETH CRAWFORD, County Commissioner, Board Chair

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SUSAN HERMRECK, County Commissioner

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BRIAN BARNEY, County Commissioner

Department	Fee Description	FY 24-25 Fee	
		Effective 2/1/2025	Comments
<b>All Departments*</b>	Photocopies, printing, scanning (made by staff)		
All Departments*	8½ x 11, black & white, per page, per side	0.25	
All Departments*	8½ x 11, color, per page, per side	0.75	
All Departments*	11 x 17, black & white, per page, per side	0.50	
All Departments*	11 x 17, color, per page, per side	1.50	
All Departments*	Fax transmittals (made by staff), up to 10 pages	2.50	Does not include microfilm fees, search fees, etc.
All Departments*	Research and collation fee, per hour	40.00	
All Departments	Returned Check fees/charges (Insufficient funds -- NSF)	35.00	ORS 30.701 (5)
All Departments	Mailing materials	Actual cost	Cost of materials, plus actual cost of postage
All Departments*	Media fee, per disk or storage device	10.00	
All Departments*	Digital (electronically distributed) media fee, per item requested	10.00	
All Departments	Electric vehicle charging, per KW	0.30	per KW
<i>*Unless otherwise specified in department sections</i>			
<b>Assessor</b>	Farm disqualification estimates, each	175.00	
Assessor	Print enlargements, each	1.50	
Assessor	Research Fee, per hour – 1 hour minimum	120.00	
Assessor	Map/Account change processing fee, per lot	25.00	
Assessor	Manufactured Structure processing fees:		
Assessor	Trip Permit, per section	25.00	
Assessor	Ownership/Situs change, each	80.00	
<b>Community Development (CD)</b>			
CD - Building Services	When applicable, structural permits use valuation as determined by ICC Valuation Table current as of April 1 of each year, as per OAR 918-050-0100. When a structural permit is required by the state building code for retaining walls, decks, fences, accessory structures, etc - see Structural Permit fees by valuation. The current valuation table is as follows:		
CD - Building Services	<b>Building (Structural) Permits:</b>		Plus applicable State Surcharge
CD - Building Services	Total Valuation \$1 to \$5,000, plus:	115.75	Minimum Building Valuation is \$5,000, Minimum Structural Permit Fee is \$115.75
CD - Building Services	Each additional \$1,000 between \$5,001 to \$25,000	9.52	\$115.75 for the first \$5,000 plus \$9.52 for each additional \$1,000 or fraction thereof, to and including \$25,000
CD - Building Services	Each additional \$1,000 between \$25,001 to \$50,000	7.13	\$306.15 for the first \$25,000 plus \$7.13 for each additional \$1,000 or fraction thereof, to and including \$50,000
CD - Building Services	Each additional \$1,000 between \$50,001 to \$100,000	4.76	\$484.40 for the first \$50,000 plus \$4.76 for each additional \$1,000 or fraction thereof, to and including \$100,000
CD - Building Services	Each additional \$1,000 over \$100,001	3.97	\$722.40 for the first \$100,000 plus \$3.97 for each additional \$1,000 or fraction thereof
CD - Building Services	1.) 12% State Surcharge	12%	Required to be added to Building Permit Fees as per the State of Oregon, ORS 455.210(4) & (5) and 455.220(1)

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	2.) Structural Plan Review – % of Building Permit Fee	75%	
CD - Building Services	3.) Code Compliance Fee for New Residential, Single Family Dwelling, and Manufactured Dwellings valuations will be 0.18% of building valuation	0.18%	Maximum fee of \$370.00; Supports code enforcement program
CD - Building Services	4.) Code Compliance Fee for New Accessory and Residential Addition Building valuations 0.18% of building valuation (Maximum fee of \$270.00)	0.18%	Maximum fee of \$270.00; Supports code enforcement program
CD - Building Services	5.) Compliance Fee for Commercial Structures Valuations 0.18% of building valuations (Maximum fee of \$525.00)	0.18%	Maximum fee of \$525.00; Supports code enforcement program
CD - Building Services	6.) Advanced Planning Fee – Calculated on the valuation of the building project to support long range planning projects that are not fee supported in the amount of 0.30% of the building valuation	0.30%	Maximum fee of \$100,000; Fee waived on projects with valuation under \$300,000; supports long range planning projects that are not fee supported
CD - Building Services	7.) Agricultural Building Exemption Review	68.25	
CD - Building Services	8.) Residential Demolition Permit Fee - complete demolition, not subject to State Surcharge	99.75	
CD - Building Services	9.) Commercial Demolition Permit Fee - complete demolition, not subject to State Surcharge	252.00	
CD - Building Services	10.) Structural Alteration (not demo) - partial, soft, interior	Based on	See Structural Permit fee table by valuation, incurs State Surcharge value
CD - Building Services	11.) Additional Plan Review - When applicable, per hour – 1/2 hour minimum	120.00	per hour
CD - Building Services	12.) Refund processing fee	82.00	refunds must be requested within 180 days of application; refunds are not available for any work that has been performed
CD - Building Services	13.) Change of Occupancy Review, no structural work indicated	178.50	
CD - Building Services	14.) Pre-Application - Complex/large project consultation or review fee, per hour – 2 hour minimum	178.50	per hour; may include charges for review from technical experts as ACS
CD - Building Services	15.) Re-Roofing, Residential (when required)	170.90	
CD - Building Services	16.) Re-Roofing, Commercial Only (when required)	330.00	
CD - Building Services	17.) Fire Life Safety Plan Review – % of Building Permit Fee	40%	Required on all structures over 4000 sq. ft. and/or any project deemed necessary by the Building Official
CD - Building Services	18.) Re-Inspection Fee, per each	120.00	
CD - Building Services	19.) Investigation fee, per hour	120.00	per hour
CD - Building Services	20.) Each additional inspection, above allowable - per each	120.00	
CD - Building Services	21.) Inspection outside normal business hours, per hour – 2 hour minimum	120.00	per hour
CD - Building Services	22.) Inspection for which no fee is indicated, per hour	120.00	per hour

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	23.) Permit Reinstatement due to expired permit (within a 6-month window)	50% of current fee for new permit	New Permit Fee thereafter
CD - Building Services	24.) Permit Extension	50.00	
CD - Building Services	25.) Permit History Research Fee, per hour	80.00	
CD - Building Services	26.) Copies, per page	0.25	
CD - Building Services	27.) Oversize copies, per page	5.00	
CD - Building Services	28.) Permit Shipping	10.00	
CD - Building Services	29.) Phased Plan Review Fee - in addition to project plan review fees	\$315 minimum phasing (application) fee+ 10% of total project building permit fee	Not to exceed \$1,500.00 for each phase
CD - Building Services	30.) Deferred Plan Review in addition to project plan review fees – 65% of permit fee on deferred portion calculated using the value of the deferred portion with a \$300.00 minimum fee.	65%	\$300.00 minimum fee
CD - Building Services	31.) Temporary Certificate of Occupancy – Commercial	435.75	
CD - Building Services	32.) Temporary Certificate of Occupancy – Residential	259.35	
CD - Building Services	33.) Temporary Gold Seal Job Trailer Placement Inspection	-	
CD - Building Services	a.) Single-wide unit	525.00	
CD - Building Services	b.) Double-wide unit	630.00	
CD - Building Services	c.) Triple-wide unit	745.50	
CD - Building Services	34.) Administrative/Clerical Fee	82.50	
CD - Building Services	35.) Residential Fire Suppression - Standalone System, fee includes plan review. (See Plumbing Fee section for Continuous Loop/Multipurpose System)	-	
CD - Building Services	0 to 2,000 sq. ft.	165.00	
CD - Building Services	2,001 to 3,600 sq. ft.	175.00	
CD - Building Services	3,601 to 7,200 sq. ft.	220.00	
CD - Building Services	7,201 sq. ft. and greater	270.00	
CD - Building Services	<b>Manufactured Home Park Fees:</b>		
CD - Building Services	Valuation: Table 1		
CD - Building Services	Total Valuation \$1 to \$500, plus:	25.00	
CD - Building Services	Each additional \$100 between \$501 to \$2,000	2.20	\$25.00 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000

Department	Fee Description	FY 24-25 Fee	
		Effective 7/1/2024	Comments
CD - Building Services	Each additional \$1,000 between \$2,001 to \$25,000	9.90	\$58.00 for the first \$2,000 plus \$9.90 for each additional \$1,000 or fraction thereof, to and including \$25,000
CD - Building Services	Each additional \$1,000 between \$25,001 to \$50,000	7.15	\$285.70 for the first \$25,000 plus \$7.15 for each additional \$1,000 or fraction thereof, to and including \$50,000
CD - Building Services	Each additional \$1,000 between \$50,001 to \$100,000	4.95	\$464.45 for the first \$50,000 plus \$4.95 for each additional \$1,000 or fraction thereof, to and including \$100,000
CD - Building Services	Each additional \$1,000 between \$100,001 to \$500,000	3.85	\$711.95 for the first \$100,000 plus \$3.85 for each additional \$1,000 or fraction thereof, to and including \$500,000
CD - Building Services	Each additional \$1,000 between \$500,001 to \$1,000,000	2.20	\$2,251.95 for the first \$500,000 plus \$2.20 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
CD - Building Services	Each additional \$100 over \$1,000,001	2.20	\$3,351.95 for the first \$1,000,000 plus \$2.20 for each additional \$100 or fraction thereof
CD - Building Services	Valuation: Table 2 – Spaces per Acre		Table 2 is based on the 1990 evaluation of Mobile Home Parks published by Oregon Department of Revenue; Deduct 10% from the valuation of parks constructed east of the Cascade Summit
CD - Building Services	Park - Class A (contains paved streets, curbs, and no sidewalks):		"Class A" contains paved streets, curbs, and no sidewalks
CD - Building Services	4 or fewer spaces per acre, per space	5,901.00	
CD - Building Services	5 spaces per acre, per space	5,517.00	
CD - Building Services	6 spaces per acre, per space	5,197.00	
CD - Building Services	7 spaces per acre, per space	4,941.00	
CD - Building Services	8 spaces per acre, per space	4,685.00	
CD - Building Services	9 spaces per acre, per space	4,493.00	
CD - Building Services	10 spaces per acre, per space	4,365.00	
CD - Building Services	11 spaces per acre, per space	4,301.00	
CD - Building Services	12 spaces per acre, per space	4,237.00	
CD - Building Services	Park - Class B (contains paved streets, no curbs, and no sidewalks):		"Class B" contains paved streets, no curbs, and no sidewalks
CD - Building Services	4 or fewer spaces per acre, per space	5,504.00	
CD - Building Services	5 spaces per acre, per space	5,120.00	
CD - Building Services	6 spaces per acre, per space	4,800.00	
CD - Building Services	7 spaces per acre, per space	4,544.00	
CD - Building Services	8 spaces per acre, per space	4,288.00	
CD - Building Services	9 spaces per acre, per space	4,096.00	
CD - Building Services	10 spaces per acre, per space	3,968.00	
CD - Building Services	11 spaces per acre, per space	3,904.00	
CD - Building Services	12 spaces per acre, per space	3,804.00	
CD - Building Services	Park - Class C (contains no paved streets, no curbs, but have a sidewalk on one side of each street):		"Class C" contains no paved streets, no curbs, but have a sidewalk on one side of each street
CD - Building Services	4 or fewer spaces per acre, per space	5,312.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	5 spaces per acre, per space	5,028.00	
CD - Building Services	6 spaces per acre, per space	4,608.00	
CD - Building Services	7 spaces per acre, per space	4,352.00	
CD - Building Services	8 spaces per acre, per space	4,269.00	
CD - Building Services	9 spaces per acre, per space	3,904.00	
CD - Building Services	10 spaces per acre, per space	3,776.00	
CD - Building Services	11 spaces per acre, per space	3,712.00	
CD - Building Services	12 spaces per acre, per space	3,648.00	
CD - Building Services	Additional plan review (when applicable), per hour – 1/2 hour minimum	120.00	Per hour; required when approved plan is added to, changed, or revised; minimum 1/2 hour
CD - Building Services	Consultation fee, per hour – 1 hour minimum	160.00	
CD - Building Services	Plan check fee for Manufactured Home Park - % of valuation	65%	% of Table 1 Valuation
CD - Building Services	<b>Recreation Park Fees:</b>		
CD - Building Services	Valuation: Table 1		
CD - Building Services	Total Valuation \$1 to \$500, plus:	25.00	
CD - Building Services	Each additional \$100 between \$501 to \$2,000	2.20	\$25.00 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000
CD - Building Services	Each additional \$1,000 between \$2,001 to \$25,000	9.90	\$58.00 for the first \$2,000 plus \$9.90 for each additional \$1,000 or fraction thereof, to and including \$25,000
CD - Building Services	Each additional \$1,000 between \$25,001 to \$50,000	7.15	\$285.70 for the first \$25,000 plus \$7.15 for each additional \$1,000 or fraction thereof, to and including \$50,000
CD - Building Services	Each additional \$1,000 between \$50,001 to \$100,000	4.95	\$464.45 for the first \$50,000 plus \$4.95 for each additional \$1,000 or fraction thereof, to and including \$100,000
CD - Building Services	Each additional \$1,000 between \$100,001 to \$500,000	3.85	\$711.95 for the first \$100,000 plus \$3.85 for each additional \$1,000 or fraction thereof, to and including \$500,000
CD - Building Services	Each additional \$1,000 between \$500,001 to \$1,000,000	2.20	\$2,251.95 for the first \$500,000 plus \$2.20 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
CD - Building Services	Each additional \$100 over \$1,000,001	2.20	\$3,351.95 for the first \$1,000,000 plus \$2.20 for each additional \$100 or fraction thereof
CD - Building Services	Valuation: Table 2 – Spaces per Acre		
CD - Building Services	Park - Class A		"Class A" contains paved streets, curbs, and no sidewalks
CD - Building Services	6 or fewer spaces per acre, per space	2,637.00	
CD - Building Services	8 spaces per acre, per space	2,470.00	
CD - Building Services	10 spaces per acre, per space	2,320.00	
CD - Building Services	12 spaces per acre, per space	2,189.00	
CD - Building Services	14 spaces per acre, per space	2,074.00	
CD - Building Services	16 spaces per acre, per space	1,978.00	
CD - Building Services	18 spaces per acre, per space	1,907.00	
CD - Building Services	20 spaces per acre, per space	1,849.00	
CD - Building Services	22 spaces per acre, per space	1,798.00	

Department	Fee Description	FY 24-25 Fee (\$) Effective 7/1/2024	Comments
CD - Building Services	Park - Class B		"Class B" contains paved streets, no curbs, and no sidewalks
CD - Building Services	6 or fewer spaces per acre, per space	2,483.00	
CD - Building Services	8 spaces per acre, per space	2,317.00	
CD - Building Services	10 spaces per acre, per space	2,176.00	
CD - Building Services	12 spaces per acre, per space	2,035.00	
CD - Building Services	14 spaces per acre, per space	1,920.00	
CD - Building Services	16 spaces per acre, per space	1,824.00	
CD - Building Services	18 spaces per acre, per space	1,754.00	
CD - Building Services	20 spaces per acre, per space	1,696.00	
CD - Building Services	22 spaces per acre, per space	1,645.00	
CD - Building Services	Park - Class C		"Class C" contains no paved streets, no curbs, but have a sidewalk on one side of each street
CD - Building Services	6 or fewer spaces per acre, per space	1,792.00	
CD - Building Services	8 spaces per acre, per space	1,626.00	
CD - Building Services	10 spaces per acre, per space	1,485.00	
CD - Building Services	12 spaces per acre, per space	1,344.00	
CD - Building Services	14 spaces per acre, per space	1,229.00	
CD - Building Services	16 spaces per acre, per space	1,133.00	
CD - Building Services	18 spaces per acre, per space	1,062.00	
CD - Building Services	20 spaces per acre, per space	1,005.00	
CD - Building Services	22 spaces per acre, per space	954.00	
CD - Building Services	Plan check fee for Recreation Park - % of valuation	65% % of Table 1 Valuation	
CD - Building Services	<b>Solar Structural Installation Permits - separate Electrical Permit application may also be required</b>		
CD - Building Services	1.) Solar Permit (when required) - Prescriptive Path System, fee includes plan review.	182.00	
CD - Building Services	2.) Solar Permit - Non-Prescriptive Path System	based on the valuation	Fee as per Structural Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.
CD - Building Services	<b>Mechanical Permits:</b>		All Mechanical Permits are subject to a State Surcharge of 12% of the total permit fee. Minimum mechanical permit application fee is \$115.75.
CD - Building Services	All mechanical Permits are subject to a state Surcharge of 12% of the total Permit fee. The minimum mechanical permit application fee is 115.75		
CD - Building Services	The Mechanical Plan Review Fee is based on valuation of 75% of the determined Permit Fee, where applicable.		

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	Commercial Mechanical Permits are based on the valuation of the project – see Building (Structural) Permit fee table for rates.		
CD - Building Services	1.) Air Conditioner	15.50	
CD - Building Services	2.) Air handling unit up to 10,000 cfm	15.50	
CD - Building Services	3.) Air handling unit 10,001 cfm and over	20.50	
CD - Building Services	4.) Appliance or piece of equipment regulated by code but not classified in other appliance categories.	12.35	
CD - Building Services	5.) Attic/crawl space fans	8.95	
CD - Building Services	6.) Chimney /liner/flue/vent	12.85	
CD - Building Services	7.) Clothes dryer exhaust	12.85	
CD - Building Services	8.) Decorative gas fireplace	12.85	
CD - Building Services	9.) Evaporative cooler other than portable	8.95	
CD - Building Services	10.) Floor furnace, including vent	12.85	
CD - Building Services	11.) Flue Vent for water heater or gas fireplace	10.75	
CD - Building Services	12.) Furnace - greater than 100,000 BTU	20.50	
CD - Building Services	13.) Furnace - up to 100,000 BTU	19.15	
CD - Building Services	14.) Furnace/burner including duct work/vent/liner	20.50	
CD - Building Services	15.) Gas or wood fireplace/insert	20.50	
CD - Building Services	16.) Gas Fuel piping outlets	12.85	
CD - Building Services	17.) Heat pump	19.15	
CD - Building Services	18.) Hood served by mechanical exhaust, including ducts for hood	8.95	
CD - Building Services	19.) Hydronic hot water system	82.15	
CD - Building Services	20.) Mini spit system	19.15	
CD - Building Services	21.) Installation or relocation of domestic type incinerator		
CD - Building Services	22.) Oil tank/gas/diesel generators	19.15	
CD - Building Services	23.) Pool or spa heater, kiln	12.85	
CD - Building Services	24.) Repair, alteration, or addition to mechanical appliance including the installation of controls	20.50	
CD - Building Services	25.) Range hood/other kitchen equipment	12.35	
CD - Building Services	26.) Suspended heater, recessed wall heater, or floor mounted floor heater	12.86	
CD - Building Services	27.) Ventilation fan connected to single duct	8.95	
CD - Building Services	28.) Ventilation system not a portion of heating or air-conditioning system authorized by this permit	8.95	
CD - Building Services	29.) Water heater	51.45	
CD - Building Services	30.) Wood/pellet stove	20.50	
CD - Building Services	31.) Other heating/cooling	12.85	
CD - Building Services	32.) Other fuel appliance	12.85	
CD - Building Services	33.) Other environment exhaust/ventilation	8.95	



Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	34.) Mechanical – Additional plan review (when applicable), per hour – 1/2 hour minimum	120.00	Per hour
CD - Building Services	36.) Mechanical – Re-inspection fee, per each	120.00	
CD - Building Services	37.) Mechanical - Each additional inspection, above allowable - per each	120.00	
CD - Building Services	38.) Mechanical – Inspections outside normal business hours, per hour – 2 hour minimum	120.00	Per hour
CD - Building Services	39.) Mechanical – Inspections for which no fee is specifically indicated, per each, one hour minimum	120.00	Per each, one hour minimum
CD - Building Services	40.) Mechanical – Investigation fee, per hour	120.00	Per hour
CD - Building Services	41.) Mechanical – Minimum fee	115.75	
CD - Building Services	<b>Plumbing Permits:</b>		All Plumbing Permits are subject to a State Surcharge of 12% of the total Permit fee; The minimum Plumbing Permit Application Fee is \$115.75
CD - Building Services	All Plumbing Permits are subject to a State Surcharge of 12% of the total Permit fee		
CD - Building Services	The minimum Plumbing Permit Application Fee is \$115.75		
CD - Building Services	The Plumbing Plan Review Fee is 75% of the Permit fee.		
CD - Building Services	Commercial and Non-New Residential - Site Utilities		
CD - Building Services	1.) Sanitary Sewer – first 100 feet	85.85	Permit fee, where applicable
CD - Building Services	2.) Storm Sewer – first 100 feet	85.85	
CD - Building Services	3.) Water Service – first 100 feet	85.85	
CD - Building Services	4.) Each additional 100 feet or fraction thereof water, sewer, or storm sewer line	70.60	
CD - Building Services	5.) Mfd Park -site utility connections, per space	170.00	
CD - Building Services	7.) Plumbing – Each additional inspection, above allowable - per each	120.00	
CD - Building Services	8.) Plumbing – Inspections for which no fee is specifically indicated, per hour, minimum one hour	120.00	
CD - Building Services	9.) Plumbing – Inspections outside normal business hours, per hour – 2 hour minimum	120.00	
CD - Building Services	10.) Plumbing – Investigation fee, per hour	120.00	
CD - Building Services	11.) Plumbing – Additional plan review (when applicable), per hour – 1/2 hour minimum	120.00	
	New 1&2 Family Dwelling - includes one kitchen, first 100 feet each of site utilities, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system. Half bath counted as whole.		
CD - Building Services	12.) First Kitchen & Bathroom	330.75	Includes 100 feet of water, sewer, and storm lines

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	13.) First Kitchen & 2 Bathrooms	441.00	Includes 100 feet of water, sewer, and storm lines
CD - Building Services	14.) First Kitchen & 3 Bathrooms	551.25	Includes 100 feet of water, sewer, and storm lines
CD - Building Services	15.) Additional bath/kitchen	220.50	
CD - Building Services	16.) Each additional 100 feet or fraction thereof of site utilities - water, sewer, storm (which includes rain, footing, trench, and leach drains) - first 100 feet included in bathroom/kitchen fee	70.60	
CD - Building Services	17.) Each fixture as marked on application	28.60	
CD - Building Services	18.) Re-piping/retrofit water supply, per fixture	28.60	
CD - Building Services	19.) Backflow preventer	28.60	
CD - Building Services	20.) Water heater	51.45	
CD - Building Services	21.) Residential Fire Suppression - Multipurpose/Continuous Loop System, plan review included	-	
CD - Building Services	0 to 2,000 sq. ft.	165.00	
CD - Building Services	2,001 to 3,600 sq. ft.	175.00	
CD - Building Services	3,601 to 7,200 sq. ft.	220.00	
CD - Building Services	7,201 sq. ft. and greater	270.00	
CD - Building Services	<b>Medical Gas Permits:</b>		
CD - Building Services	Total Valuation \$1 to \$5,000, plus:	122.25	Minimum Medical Gas Valuation is \$5,000, Minimum Medical Gas Fee is \$122.25
CD - Building Services	Each additional \$100 between \$5,001 to \$10,000	2.00	\$122.25 for the first \$5,000 plus \$2.00 for each additional \$100 or fraction thereof, to and including \$10,000
CD - Building Services	Each additional \$1,000 between \$10,001 to \$100,000	12.50	\$222.25 for the first \$10,000 plus \$12.50 for each additional \$1,000 or fraction thereof, to and including \$100,000
CD - Building Services	Each additional \$1,000 - \$100,001 and greater	8.50	\$1,347.25 for the first \$100,000 plus \$8.50 for each additional \$1,000 or fraction thereof
CD - Building Services	<b>Manufactured Home Permits:</b>		
CD - Building Services	Manufactured Home and Cabana permits are subject to a \$30.00 State Administration Fee	30.00	State Administration Fee
CD - Building Services	1.) Manufactured Dwelling Placement Permit Fee - Includes the concrete slab, runners or foundations that are prescriptive, electrical feeder and plumbing connections and all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing - may require separate permits. All decks 30" above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits.	609.00	Total of \$746.80 with 12% State Surcharge + \$30.00 State Administration Fee
CD - Building Services	3.) Manufactured Home Code Books	35.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	4.) Manufactured Home – Inspections outside normal business hours, per hour – 2 hour minimum	120.00	
CD - Building Services	5.) Manufactured Home – Inspections for which no fee is specifically indicated, per hour	120.00	
CD - Building Services	6.) Manufactured Home – Investigation fee, per hour	120.00	
CD - Building Services	7.) Re-inspection fee, per inspection	120.00	
CD - Building Services	<b>Electrical Permits:</b>		Plus applicable State Surcharge; minimum permit fee is 115.75
CD - Building Services	1.) All electrical Permits are subject to a State Surcharge of 12% of the total permit fee	12%	
CD - Building Services	2.) Electrical Plan Review – % of Permit Fee when required	25%	
CD - Building Services	3.) Master Electrical Application Permit fee - one time at initial application; renews annually as applicable	100.00	
CD - Building Services	4.) Master Electrical inspection fee, per hour - includes travel time, inspection, and report writing	120.00	per hour
	New Construction		
CD - Building Services	Residential		
	5.) Residential, per unit, service included		Multi-family is based on largest unit using residential square footage with each additional unit at 50%
CD - Building Services	a.) 1,000 sq. ft. or less	192.40	
CD - Building Services	b.) Each additional 500 sq. ft. or portion thereof	32.05	
CD - Building Services	6.) Limited energy	44.90	
CD - Building Services	7.) Commercial Electrical Multi-Family		
CD - Building Services	a.) Multi-family limited energy by floor	85.85	
CD - Building Services	b.) Multi-family protective signaling by floor	85.85	
CD - Building Services	8.) Each manufactured home or modular dwelling service or feeder	115.75	
CD - Building Services	9.) Service or feeders:		installation, alteration, relocation
CD - Building Services	a.) 200 amps or less / 5KVA or less	123.90	
CD - Building Services	b.) 201 to 400 amps	146.20	
CD - Building Services	c.) 401 to 600 amps	245.70	
CD - Building Services	d.) 601 to 1,000 amps	322.10	
CD - Building Services	e.) Over 1,000 amps or volts	732.90	
CD - Building Services	f.) Reconnect only	115.75	
CD - Building Services	10.) Temporary service or feeders:		installation, alteration, relocation
CD - Building Services	a.) 200 amps or less	115.75	
CD - Building Services	b.) 201 to 400 amps	134.65	
CD - Building Services	c.) 401 to 600 amps	194.25	
CD - Building Services	d.) 601 to 1,000 amps	322.10	See services or feeders section above
CD - Building Services	e.) Over 1,000 amps or volts	732.90	See services or feeders section above
CD - Building Services	11.) Branch circuits:		New, alteration, extension per panel

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Building Services	a.) Fee for branch circuits with purchase of a service or feeder fee	9.20	
CD - Building Services	b.) Fee for branch circuits without purchase of a service or feeder fee		
CD - Building Services	i.) First branch circuit	85.85	
CD - Building Services	ii.) Each additional branch circuit	9.20	
CD - Building Services	12.) Miscellaneous (service or feeder not included):		service or feeder not included
CD - Building Services	a.) Pump or irrigation circle - per each	85.85	
CD - Building Services	b.) Sign or outline lighting - per each	85.85	
CD - Building Services	c.) Signal circuit(s) or a limited-energy panel, alteration or extension, each system - non-new residential and all commercial (new residential and multifamily construction - see above)	85.85	
CD - Building Services	d.) Reinspection Fee, per each, minimum one hour	120.00	
CD - Building Services	e.) Inspection outside normal business hours, per hour – 2 hour minimum	120.00	
CD - Building Services	f.) Inspection for which no fee is specifically indicated, per hour – one hour minimum	120.00	
	g.) Each additional inspection, above allowable - per each	120.00	
CD - Building Services	h.) Additional plan review (when applicable), per hour - 1/2 hr minimum	120.00	
CD - Building Services	i.) Investigation fee, per hour	120.00	
CD - Building Services	13.) Renewable Energy		
CD - Building Services	a.) Renewable energy for electrical systems - 5KVA or Less	115.75	
CD - Building Services	b.) Renewable energy for electrical systems - 5KVA to 15KVA	145.70	
CD - Building Services	c.) Renewable energy for electrical systems - 15.01KVA to 25KVA	194.25	
CD - Building Services	d.) Renewable energy - solar generation over 25KVA	6.50	\$194.25 for the first 25KVA plus \$6.50 for each additional KVA; *maximum permit charge at calculation of 100KVA (\$681.75)
CD - Building Services	14.) Wind Energized Systems		
CD - Building Services	a.) Renewable energy for wind systems 25.01 KVA through 50 KVA / 601 to 1000 amps	250.25	
CD - Building Services	b.) Renewable energy for wind systems 50.01 KVA through 100 KVA / over 1,000 amps or volts	600.85	
CD - Code Enforcement	<b>Code Enforcement:</b>		
CD - Code Enforcement	Code Enforcement Hourly Rate, per hour	75.00	As Permitted by Crook County Code Title 1, cost recovery
CD - Code Enforcement	Site investigation, per hour – 2 hour minimum	75.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Code Enforcement	Code compliance letter, research and investigation, per hour – 2 hour minimum	75.00	
CD - Code Enforcement	Code compliance hearing fee	265.00	
CD - On-Site	<b>On-Site (Septic Systems) Permits:</b>		<b>On-Site may charge twice the established fee for a septic permit or approval if work is commenced before the required Permits have been issued.</b>
CD - On-Site	State surcharge	July 1st - 31st \$100 August 1st - \$117	<b><i>A DEQ surcharge will be added to site evaluations, permits, and other activity</i></b> where required: all state fee schedules are subject to change based on legislative action and may be revised throughout the year.
CD - On-Site	Code Compliance Fee	60.00	Added to all new construction permits, authorizations, and alterations
CD - On-Site	Site Evaluation Fee	770.00	
CD - On-Site	Septic Systems		
CD - On-Site	Standard system, first 1,000 gallons	950.00	
CD - On-Site	Capping fill, first 1,000 gallons	1,185.00	
CD - On-Site	Grey water sump, first 1,000 gallons	430.00	
CD - On-Site	Pressure distribution, first 1,000 gallons	1,425.00	
CD - On-Site	Redundant, first 1,000 gallons	705.00	
CD - On-Site	Sand filter, first 1,000 gallons	1,790.00	
CD - On-Site	Saprolite system, first 1,000 gallons	870.00	
CD - On-Site	Seepage trench, first 1,000 gallons	1,180.00	
CD - On-Site	Steep slope, first 1,000 gallons	1,180.00	
CD - On-Site	Tile dewatering, first 1,000 gallons	2,550.00	
CD - On-Site	Each additional 500 gallons above 1,000 gallons or part thereof ("commercial" septic systems)	190.00	\$2,525 for the first 1,000 gallons plus \$180 for each additional 500 gallons or part thereof
CD - On-Site	Plan Review		
CD - On-Site	Commercial facility system, 0 to 600 gallons		- Covered under the permit fee
CD - On-Site	Commercial facility system, 601 to 1,000 gallons	295.00	
CD - On-Site	Each additional 500 gallons or part thereof above 1,000 to 2,500 gallons	90.00	\$280 for the first 1,000 gallons plus \$85 for each additional 500 gallons or part thereof
CD - On-Site	Renewal/reinstatement/transfer permit	350.00	Within 1 year of expiration of original permit
CD - On-Site	Major septic system repair, single family dwelling	545.00	
CD - On-Site	Minor septic system repair, single family dwelling	300.00	
CD - On-Site	Major commercial septic system repair	520.00	
CD - On-Site	Minor commercial septic system repair	305.00	
CD - On-Site	Major septic system alteration/relocation (drain field)	825.00	
CD - On-Site	Minor septic system alteration/relocation (tank)	460.00	
CD - On-Site	ATT Annual Report Review – in-house	55.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - On-Site	ATT Systems Permit – with/without pressure distribution	1,490.00	
CD - On-Site	ATT Systems – O&M Inspection	440.00	
CD - On-Site	Holding tank Permit	885.00	
CD - On-Site	Holding tank inspection report – in-house	55.00	
CD - On-Site	Holding tank inspection annual – field	275.00	
CD - On-Site	Authorization, field visit required	650.00	Permit issued under the authorization will be without the repair fee
CD - On-Site	Authorization, no field visit required	240.00	
CD - On-Site	Evaluation/renewal of temporary/hardship authorization	250.00	
CD - On-Site	Existing system evaluation – field	600.00	
CD - On-Site	Sewage disposal service, pumper truck inspection, first truck	165.00	
CD - On-Site	Sewage disposal service, each additional truck	70.00	
CD - On-Site	Accela yearly O&M entry fee, each	5.00	
CD - On-Site	Re-inspection fee	150.00	When a pre-covered inspection correction requires a subsequent reinspection due to the previous corrections not being made. No further inspections until the reinspection fee is paid.
CD - On-Site	Pump evaluation Fee	50.00	For all permits that specify the use of a pump or dosing system except for Sand Filter, ATT, Recirculating gravel filter and pressurized distribution systems
CD - On-Site	On-site specialist consultation fee, in-house, per hour – 1-hour minimum	105.00	
CD - On-Site	On-site specialist consultation fee, field, per hour – 1-hour minimum	210.00	
CD - On-Site	Refund/Administrative fee	50.00	
CD - On-Site	<b>On-Site may charge twice the established fee for a septic permit or approval if work is commenced before the required Permits have been issued.</b>		
CD - On-Site	Notice: A \$100.00 surcharge to offset DEQ administrative and oversight costs and are assessed by DEQ for each site evaluation, construction, repair, renewal		
CD - Planning	<b>Planning Fees:</b>		
CD - Planning	Unless otherwise stated in "Comments", all Planning fees will also have an additional Code Compliance fee per application, as calculated below.		Note: Code Compliance fees may double for violation cases
CD - Planning	1). Code Compliance Fees for planning applications:		
CD - Planning	Planning Fees totaling \$0-200	-	
CD - Planning	Planning Fees totaling \$201-500	60.00	
CD - Planning	Planning Fees totaling \$501-1,000	110.00	
CD - Planning	Planning Fees totaling \$1,001-5,000	170.00	
CD - Planning	Planning Fees totaling \$5,001-Over	550.00	
CD - Planning	2.) Appeals - Remands		
CD - Planning	Appeal to Planning Commission	250.00	No Code Compliance Fee *\$250 or as set by statute

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Planning	Appeal to County Court	\$3,500 + 20%	Appellant must also provide transcripts of relevant meeting tapes at of original appellant's expense
CD - Planning	Remand from LUBA	\$2,000	Actual costs with deposit required at time of appeal submission - deposit + Covers costs for notices mailed, copy charges, staff time and other actual cost costs.
CD - Planning	CD/USB records, each	10.00	
CD - Planning	3.) Documents Purchased		No Code Compliance Fee
CD - Planning	Duplication fees, per page	0.25	
CD - Planning	Duplication of oversize exhibits, per page	5.00	
CD - Planning	Local Appeal Record on CD/USB, per CD/USB	10.00	
CD - Planning	4.) Land Partitions		Code Compliance Fee to be added
CD - Planning	Land partitions, 2 to 3 lots	1,890.00	
CD - Planning	Measure 49 Land Partition	2,195.00	
CD - Planning	Farm partition/forest partition, 2 to 3 lots	1,890.00	
CD - Planning	Non-farm partition, 2 to 3 lots, including Site Plan Reviews	3,710.00	
CD - Planning	Property Line Adjustment	1,020.00	
CD - Planning	Property Line Adjustment with notice	1,280.00	
CD - Planning	Lot Combining/Uncombining	715.00	
CD - Planning	Final Plat Review	190.00	
CD - Planning	Replat	1,890.00	
CD - Planning	Validation of a unit of land	1,890.00	
CD - Planning	5.) Conditional Use Permits		Code Compliance Fee to be added
CD - Planning	Administrative	1,890.00	e.g. dog kennels, home occupations
CD - Planning	With hearing	4,158.00	e.g. bed & breakfast; golf course, multi-family residential
CD - Planning	Modification of conditions, administrative	1,280.00	
CD - Planning	Modification of conditions, with hearing	3,555.00	
CD - Planning	Mineral aggregate	11,095.00	
CD - Planning	Commercial energy	12,065.00	Additional fee will apply if a goal exception is required
CD - Planning	Forest dwelling	2,950.00	
CD - Planning	6.) Amendments		Code Compliance Fee to be added
CD - Planning	Comprehensive plan amendment	5,490.00	
CD - Planning	Comprehensive plan amendment, required goal exception	7,015.00	
CD - Planning	Zone map change, Measure 56 notice required	5,490.00	
CD - Planning	Zone map change, if no Measure 56 notice required	4,465.00	
CD - Planning	Zone text change, Measure 56 notice required	5,490.00	
CD - Planning	Zone text change, if no Measure 56 notice required	4,465.00	
CD - Planning	7.) Site Plan Reviews		Code Compliance Fee to be added
CD - Planning	Residential	1,020.00	
CD - Planning	Accessory Structure	275.00	
CD - Planning	Accessory Structure – with verification of existing dwelling	350.00	

Department	Fee Description	FY 24-25 Fee	
		Effective 7/1/2024	Comments
CD - Planning	Accessory Structure – under 200 sq. ft. with no plumbing, electrical or mechanical	90.00	
CD - Planning	Accessory Dwelling Unit	1,165.00	
CD - Planning	Accessory Farm Help Dwelling	1,585.00	
CD - Planning	Accessory Farm Family Dwelling	1,585.00	
CD - Planning	Administrative	1,585.00	
CD - Planning	Farm Dwelling	1,585.00	
CD - Planning	Non-Farm Dwelling on existing parcel	2,950.00	
CD - Planning	Accessory Forest-Family Dwelling	1,585.00	
CD - Planning	Lot of Record	1,585.00	ORS 215.705
CD - Planning	Commercial, Industrial	1,585.00	
CD - Planning	Utility Facilities, Cell Towers	3,710.00	
CD - Planning	Site Plan Modification	715.00	
CD - Planning	Renewal of expired site plan review (residential zone dwellings)	50%	50% of original fee
CD - Planning	8.) Subdivisions / Planned Unit Developments		Code Compliance Fee to be added
CD - Planning	Outline development / master plan	\$3,650 + \$230	Base fee of \$3,650, plus \$230 per lot per lot
CD - Planning	Subdivision name changes, per change	860.00	
CD - Planning	Final plat review	2,125.00	
CD - Planning	Subdivision modification request by applicant with hearing	5,225.00	
CD - Planning	Public hearing extension request	860.00	
CD - Planning	Replat	1,890.00	
CD - Planning	9.) Destination Resort		Code Compliance Fee to be added
CD - Planning	Conditional Use Permit, Modification	18,775.00	
CD - Planning	Subdivision Phase	\$4,165 + \$230	Base fee of \$4,165, plus \$230 per lot per lot
CD - Planning	Site plan review – Residential	1,318.00	
CD - Planning	Site plan review – Commercial	1,470.00	
CD - Planning	Final development review	3,895.00	
CD - Planning	Final plat review	2,125.00	
CD - Planning	Replat	1,890.00	
CD - Planning	10.) Other Permit Fees		Code Compliance Fee to be added
CD - Planning	Legal parcel/lot determination		
CD - Planning	First legal lot	525.00	
CD - Planning	Each additional lot	315.00	
CD - Planning	Complex project fee		Actual costs, Actual costs will be charged; \$1,100 deposit required \$1,100 deposit req'd
CD - Planning	Variance		



Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
CD - Planning	Without public hearing	1,020.00	
CD - Planning	With public hearing	3,555.00	
CD - Planning	Declaratory ruling	1,585.00	
CD - Planning	Declaratory ruling - Measure 49	Actual costs, \$7,500 deposit req'd	Actual cost will be charged; \$7,500 deposit required
CD - Planning	Nonconforming Use Alteration	Actual costs, \$1,500 deposit req'd	Actual costs will be charged; \$1,500 deposit required
CD - Planning	Sign Permit	555.00	
CD - Planning	Temporary Hardship		
CD - Planning	Dwelling	430.00	
CD - Planning	Renewal, every 2 years	95.00	
CD - Planning	Temporary Use Permit		
CD - Planning	Property owner RV on lot for up to 6 months	280.00	
CD - Planning	Property owner RV on lot renewal for next 6 months	40.00	
CD - Planning	Land Use Compatibility Statement	90.00	
CD - Planning	Planning Director Determination (Interpretation-Advisory Only)	1,315.00	
CD - Planning	Staff Research/Consultation, per hour – 1-hour minimum	84.00	
CD - Planning	All land use extension requests	290.00	
CD - Planning	Amendments to applications after completeness has been determined	Actual costs, \$315 deposit req'd	Actual costs will be charged; \$315 deposit required
CD - Planning	Refund Requests		
CD - Planning	Within 30 days of acceptance	75%	
CD - Planning	After 30 days of acceptance	50%	
CD - Planning	Decision has been issued or incomplete for more than 180 days	no refund	
CD - Planning	Farm stand reviews	290.00	
CD - Planning	One mile study	735.00	
CD - Planning	Soils report	90.00	
CD - Planning	Wildlife density analysis	90.00	
CD - Planning	Consultant fee*	Actual costs, \$5,000 deposit req'd	Actual costs will be charged; \$5,000 deposit required

		FY 24-25 Fee (\$) Effective 7/1/2024	Comments
Department	Fee Description		
CD - Planning	*Consultant fees are charged when in the judgment of the Planning Director, Planning Commission, or County Counsel, expertise or resources are required outside the scope of the County's ability to evaluate an application accurately or timely and additional assistance is needed. In some cases, consultation is required by County ordinance. Examples include but are not limited to evaluation of a proposed energy-related facility and related impacts, evaluation of environmental impact of certain industries, evaluation of the impact of certain applications on airport operations or a traffic-impact study.		
CD - Planning	11.) Events		Code Compliance Fee to be added
CD - Planning	Agritourism in County Exclusive Farm Use Zones		
CD - Planning	Expedited one time single event	170.00	
CD - Planning	Single Event		Actual costs, Actual costs will be charged; \$580 deposit required \$580 deposit req'd
CD - Planning	2 to 6 Events without Public Hearing		actual costs, Actual costs will be charged; \$790 deposit required \$790 deposit req'd
CD - Planning	2 to 6 Events with Public Hearing		actual costs, Actual costs will be charged; \$1,215 deposit required \$1,215 deposit req'd
CD - Planning	7 to 18 Events		actual costs, Actual costs will be charged; \$2,865 deposit required \$2,865 deposit req'd
CD - Planning	Agritourism renewal	260.00	
CD - Planning	Social Gatherings		As identified in Crook County Code 5.04 Article II
CD - Planning	101 to 250 participants	230.00	
CD - Planning	251 to 500	575.00	
CD - Planning	501 to 1,000	1,155.00	
CD - Planning	1,001 to 3,000	1,735.00	
CD - Planning	Mass Gatherings (As identified in Crook County Code 5.04 Article I)	5,785.00	As identified in Crook County Code 5.04 Article I
CD - Planning	12.) Road Approach		Code Compliance Fee to be added
CD - Planning	Road Approach Permits		Collected fees shared between CD-Planning and Road Department or CD-Planning and CD-Code Compliance
CD - Planning	Residential, new	300.00	For County-maintained roads or roads approaching County-maintained roads, \$150.00 to CD-Planning and \$150.00 to Road Department. For public and private roads that do not approach state, County, or City roads, \$150.00 to CD-Planning and \$150.00 to CD-Code Compliance.

Department	Fee Description	FY 24-25 Fee (\$) Effective 7/1/2024	Comments
CD - Planning	Residential, grandfathered	155.00	No fee for accesses created prior to 2000. Grandfathered Access permits are for existing single homes only. For County-maintained roads or roads approaching County-maintained roads, \$52.50 to CD-Planning and \$102.50 to Road Department. For public and private roads that do not approach state, County, or City roads, \$52.50 to CD-Planning and \$102.50 to CD-Code Compliance.
CD - Planning	Subdivision / PUD / Destination Resort	1,155.00	For County-maintained roads or roads approaching County-maintained roads, \$472.50 to CD-Planning and \$682.50 to Road Department. For public and private roads that do not approach state, County, or City roads, \$472.50 to CD-Planning and \$682.50 to CD-Code Compliance.
CD - Planning	Commercial/ industrial or institutional	585.00	For County-maintained roads or roads approaching County-maintained roads, \$292.50 to CD-Planning and \$292.50 to Road Department. For public and private roads that do not approach state, County, or City roads, \$292.50 to CD-Planning and \$292.50 to CD-Code Compliance.
CD - Planning	Re-Inspection fee, per inspection	55.00	
CD - Planning	13.) Addressing/Roads		
CD - Planning	Addressing		
CD - Planning	County (excluding inside city limits)	150.00	Includes \$120.00 Address Assignment + \$30.00 Fire Marker
CD - Planning	Inside City limits	120.00	
CD - Planning	Utility Address	120.00	(may be required for a permit where a utility is requested)
CD - Planning	Fire Marker Fee for Existing, Verified Address	30.00	
CD - Planning	Road Naming	2,055.00	Code Compliance Fee to be added
CD - Planning	New or replacement road name sign/stop/post	785.00	Installed by County Road Dept; within the County right of way on a private or public road and/or intersecting County-maintained road
CD - Planning	Road Vacation	1,575.00	Collected fees shared \$1,030 to County Counsel, \$545 to Road Department
CD - Planning	Road Development Inspection Fees		For Public and Private Roads; Road Inspection costs are paid to a third-party engineering firm. The fees listed reflect the actual costs.
CD - Planning	Traffic Review		
CD - Planning	0 to 20 potential average daily trips	1,730.00	
CD - Planning	21 to 99 potential average daily trips	1,730.00	
CD - Planning	100 to 200 potential average daily trips	5,250.00	
CD - Planning	Resorts	15,750.00	
CD - Planning	Plan Review		
CD - Planning	0 to 20 potential average daily trips	3,150.00	
CD - Planning	21 to 99 potential average daily trips	4,200.00	

Department	Fee Description	FY 24-25 Fee	
		Effective 7/1/2024	Comments
CD - Planning	100 to 200 potential average daily trips	5,250.00	
CD - Planning	Resorts	15,750.00	
CD - Planning	Site Observations		Includes cost of storm water plan review
CD - Planning	0 to 20 potential average daily trips	2,585.00	
CD - Planning	21 to 99 potential average daily trips	2,585.00	
CD - Planning	100 to 200 potential average daily trips	2,585.00	
CD - Planning	Resorts	5,250.00	
CD - Planning	Note 1: Fees assume 3 reviews will be adequate. For projects requiring additional visits, additional fees will apply.		
CD - Planning	Note 2: Fees assume 4 site visits will be adequate. For projects requiring additional visits, additional fees will apply.		
CD - Planning	Note 3: Assumes 4 site visits (sub-base, ¾", ½" and paving). For projects requiring additional visits, additional fees will apply.		
CD - Planning	Note 4: Fees shown above are for subdivisions up to 200 potential average daily trips. For subdivisions in excess of 200 potential average daily trips,		
<b>Community Corrections</b>	DNA Collection Fee	10.00	
Community Corrections	Dirty Urinalysis Fee	20.00	
Community Corrections	Interstate Compact Fee	150.00	
Community Corrections	Work Crew Orientation Fee	40.00	
Community Corrections	Work crew hourly rate		Rural min. Rural minimum wage is \$13.20 as of 7/1/2023 wage
<b>County Clerk</b>	Board of Property Tax Appeals hearing USB copy	10.00	
County Clerk	Computer prints, per page, per side	0.25	
County Clerk	Electronic voter list (email or USB)	35.00	
County Clerk	Additional first page recording fee	5.00	in addition to statutory fee; supports computer replacement
County Clerk	Domestic Partnerships conciliation fee	10.00	
County Clerk	HB 2436 Implementation – (ORS 205.323), per document	1.00	
County Clerk	(includes the 2018 HB 4007 updates)		assessed the Housing Alliance Fee
County Clerk	HB 2339 & SB 618 Implementation, per document	2.00	Assessed the A&T Fee
County Clerk	Marriage License Amendments	25.00	
County Clerk	Research and Collation Fee, per hour	40.00	per hour
County Clerk	Voter's Pamphlet measure argument filing fee	300.00	Or a petition containing signatures per County Code 2.32.040
<b>Administration</b>	County Liquor License Application		
Administration	New	50.00	
Administration	Renewal	25.00	
<b>County Counsel</b>	Legal Counsel review, per hour	165.00	Rates are based on actual costs of personnel, services and supplies, and overhead.

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
County Counsel	Paralegal staff time, per hour	115.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
County Counsel	Complex Project Fee	Actual cost, \$1,000 deposit req'd	Actual cost will be charged; \$1,000 deposit required
<b>District Attorney</b>	Traffic violations	15.00	
District Attorney	Diversion revocations	15.00	
District Attorney	Probation violations (misdemeanor and felony)	15.00	
District Attorney	Non-traffic violations and misdemeanor crimes	-	
District Attorney	First 30 pages	20.00	
District Attorney	per page after 30 pages	0.25	
District Attorney	Felony crimes	-	
District Attorney	First 30 pages	20.00	
District Attorney	per page after 30 pages	0.25	
District Attorney	Homicides	-	
District Attorney	First 30 pages	200.00	
District Attorney	per page after 30 pages	0.25	
District Attorney	Physical media storage device (CD, tape, zip drive, etc.)	25.00	
District Attorney	Digital media/digital evidence, per item	10.00	Video or other non-document items
District Attorney	Legal Counsel or District Attorney review, per hour	165.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
District Attorney	Paralegal staff time, per hour	115.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
District Attorney	Legal Assistant staff time, per hour	90.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
District Attorney	Complex Project Fee	Actual costs, \$1,000 deposit req'd	Actual costs will be charged; \$1,000 deposit required
<b>Facilities</b>	<i>Fees not applicable for Crook County or City of Prineville Government</i>		
<b>Finance</b>	Monthly delinquent file listing for property taxes, per month	100.00	
Finance	Research Fee, per hour - 1 hr minimum	120.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
Finance	Special Check Run (outside regular schedule)	25.00	
<b>Fairgrounds</b>			
Fairgrounds	<b>Refundable Deposit Rates</b>		Refunded in 2-10 business days depending upon payment method <b>Page 213</b>

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Fairgrounds	Damage & Cleaning (alcohol present)*	1,800.00	
Fairgrounds	*Security is required for events where alcohol is served, and must be coordinated and paid for by the renter. Security must be present for the duration of the event. Private events are no longer allowed to serve alcohol.		
Fairgrounds	Damage & Cleaning (no alcohol present)	600.00	
Fairgrounds	Kitchen Use Per Rental	132.00	
Fairgrounds	PA System Deposit	66.00	
Fairgrounds	<b>Rental Rates</b>		All renters are required to provide proof of Special Events Liability Insurance with a \$1M minimum aggregate, naming Crook County and the Crook County Fair Board as additional insureds.
Fairgrounds	<i>Carey Foster Hall</i>		
Fairgrounds	All Event Types per day (8:00am to 11:30pm)	588.00	
Fairgrounds	All Event Types per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	294.00	
Fairgrounds	All Event Types hourly rate	66.00	
Fairgrounds	Kitchen Use per rental period	132.00	
Fairgrounds	PA System Use per rental period	66.00	
Fairgrounds	<i>Grizzly Mountain Pavilion</i>		
Fairgrounds	All Event Types per day (8:00am to 11:30pm)	424.00	Building expansion, 2,000 sf added in 2024
Fairgrounds	All Event Types per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	212.00	
Fairgrounds	All Event Types hourly rate	66.00	
Fairgrounds	<i>Indoor Arena</i>		
Fairgrounds	Non-Ticketed Event per day (8:00am to 11:30pm)	588.00	
Fairgrounds	Non-Ticketed Event per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	294.00	
Fairgrounds	Ticketed Event per session (8:00am to 11:30pm)	1,944.00	
Fairgrounds	Ticketed Event per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	294.00	
Fairgrounds	All Event Types hourly rate	66.00	
Fairgrounds	Bereavement per event	150.00	
Fairgrounds	Lights per hour	8.00	
Fairgrounds	Pens (each pen per rental period)	11.00	
Fairgrounds	PA System Use per rental period	66.00	
Fairgrounds	Heating Fees (5 banks available) per hour per bank	16.00	
Fairgrounds	Tractor or Water Truck Usage each per rental period	85.00	
Fairgrounds	Fee to roll arena flat	120.00	
Fairgrounds	<i>Pavilion Tent &amp; Stage</i>		
Fairgrounds	Pavilion Tent & Stage only per day	324.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Fairgrounds	Pavilion Tent, Stage & Grass Area per day (RV Hookups included)	588.00	
Fairgrounds	Pavilion Tent & Stage hourly rate	66.00	
Fairgrounds	<i>Outdoor Arena</i>		
Fairgrounds	Non-Ticketed Event per day (8:00am to 11:30pm)	714.00	
Fairgrounds	Non-Ticketed Event per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	357.00	
Fairgrounds	Ticketed Event per session (8:00am to 11:30pm)	1,944.00	
Fairgrounds	Ticketed Event per day (8:00am to 11:30pm) Set-up & Tear-Down Rate	357.00	
Fairgrounds	All Event Types hourly rate	66.00	
Fairgrounds	Bereavement per event	150.00	
Fairgrounds	Lights per hour	27.00	
Fairgrounds	PA System Use per rental period	66.00	
Fairgrounds	Tractor or Water Truck Usage each per rental period	85.00	
Fairgrounds	Event Setup & Take Down Fee per hour	132.00	
Fairgrounds	<i>Lookout Mountain Building</i>		
Fairgrounds	All Event Types per day (8:00am to 11:30pm)	200.00	
Fairgrounds	All Event Types hourly rate	66.00	
Fairgrounds	Bereavement per event	150.00	
Fairgrounds	<i>Open Riding</i>		
Fairgrounds	Per rider, per day	11.00	
Fairgrounds	Per rider, 30-day permit	46.00	
Fairgrounds	Per family, 30-day permit (immediate family members only)	90.00	
Fairgrounds	<i>Stalls</i>		
Fairgrounds	Horse stalls (per night, shavings not included)	\$20/night + \$25 fee for each stall not mucked out upon leaving \$25 fee per stall not mucked	
Fairgrounds	<i>Camping</i>		
Fairgrounds	Dry Camping (per night)	20.00	
Fairgrounds	RV Hook Ups (per night)	30.00	
<b>GIS</b>	<b>Professional Services</b>		
GIS	Standard labor rate, per hour – 1-hour minimum	120.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
GIS	Quick Maps – Small Format	10.00 + print costs	Basic layers with or w/o imagery
GIS	Quick Maps – Large Format	15.00 + print costs	Basic layers with or w/o imagery

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
GIS	Custom Mapping, per hour – 1-hour minimum	120.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
GIS	GIS Database Analysis, per hour – 1-hour minimum	120.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
GIS	<b>Printing (Small format) Cost Per sheet</b>		
GIS	8.5 X 11 (B&W)	0.50	
GIS	8.5 X 11 (Color)	1.00	
GIS	11 X 17 (B&W)	1.00	
GIS	11 X 17 (Color)	2.00	
GIS	<b>Printing (Large format)</b>		
GIS	Plat Copy (B&W), Per sheet	5.00	
GIS	Maps/other (B&W), per sq. ft. – \$10 minimum	1.50	\$10 minimum
GIS	Maps/other (Color), per sq. ft. – \$10 minimum	2.00	\$10 minimum
GIS	<b>Scanning</b>		
GIS	Small Format (11 X 17 and smaller), per sheet – \$5 minimum	0.50	\$5 minimum
GIS	Large Format (larger than 11 X 17), per sq. ft. – \$15 minimum	1.50	\$15 minimum
GIS	<b>Custom services</b>		
GIS	1- mile study and report	170.00	
GIS	Soil survey 1	25.00	
GIS	Soil survey 2	75.00	
GIS	<b>GIS Data</b>		
GIS	Custom Data Request, per hour - 1 hour minimum	120.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
GIS	Media fee, per disk or storage device	10.00	
GIS	<b>GIS Mapping fee (included in planning fees)</b>		
GIS	Conditional use Permit, non-farm partitioning/vacant/herbaceous forest, per lot	60.00	
GIS	Conditional use Permit, non-farm partitioning w/existing residence, per lot	60.00	
GIS	Conditional use Permit, non-farm dwelling on existing parcel	60.00	
GIS	Conditional use Permit, farm partitioning	60.00	
GIS	Conditional use Permit, non-residential	60.00	
GIS	Site plan review, residential or commercial	60.00	
GIS	Subdivision, PUD, condo, per unit, per lot	60.00	
GIS	Final plat review, subdivision, Per lot	60.00	
GIS	Road Vacation	60.00	
<b>Health Services</b>	In most cases, the increases in immunizations are based on changes in the cost of supplies. The allowable Medicaid immunization reimbursement is \$21.96.		
Health Services	Certain fees shown are subject to adjustment on a sliding scale basis for qualifying individuals as determined by Federal guidelines.		



Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	<b><u>Worksite &amp; Community Wellness:</u></b>		
Health Services	Health Education/Training/Promotion/Consultation (Non County Businesses)	50.00 - 75.00	
Health Services	Blood Borne Pathogen Training	50.00	
Health Services	Mental Health First Aid	519.00	
Health Services	QPR	80.00	
Health Services	Living Well with Chronic Conditions	600.00	
Health Services	Diabetes Prevention Program		
Health Services	Other Training (Businesses), hourly rate	50.00	
Health Services	<b><u>Immunizations</u></b> - Vaccine For Children (VFC and 317 Program): Vaccine from the State – No Charge for Cost of Vaccine, only the administration fee of \$21.96		
Health Services	DTaP (Infanrix)	21.96	
Health Services	DTaP/IPV/Hib (Pentacel)	21.96	
Health Services	DTap/Hep B/IPV (Pediatrix)	21.96	
Health Services	DTap/IPV (Kinrix)	21.96	
Health Services	DTap/Hib (TriHiBit)	21.96	
Health Services	Hepatitis A Pediatric (Havrix)	21.96	
Health Services	Hepatitis B Pediatric (Engerix)	21.96	
Health Services	Hepatitis B/Hib (Comvax)	21.96	
Health Services	Hib (ActHib)	21.96	
Health Services	HPV (Gardasil)	21.96	
Health Services	IPV (IPOL)	21.96	
Health Services	Meningococcal –MCV4 (Menactra)	21.96	
Health Services	MMR (Measles, Mumps, Rubella)	21.96	
Health Services	MMRV (Measles, Mumps, Rubella, Varicella) (ProQuad)	21.96	
Health Services	PCV13 (Pneumovax)	21.96	
Health Services	Polio IPV	21.96	
Health Services	Rotavirus (RotaTeq & Rotarix)	21.96	
Health Services	Td Immunization (7 and older)	21.96	
Health Services	Tdap Immunization (10-18 years - Boostrix)	21.96	
Health Services	Varicella (Chickenpox – Varivax)	21.96	
Health Services	<b><u>Special Programs** Admin. Fee only</u></b>		
Health Services	Influenza (VFC and special population)	21.96	
Health Services	Flumist (VFC)	21.96	
Health Services	IG – only pay administration fee	21.96	
Health Services	COVID-19 Vaccine	40.00	
Health Services	<b><u>Special Programs – No Fee</u></b>		
Health Services	<b><u>Vaccines Non VFC Program</u></b> Administration Fee included in Price		
Health Services	All vaccines	\$21.96 + actual cost	
Health Services	<b><u>Vital Statistics and Medical Records:</u></b>		

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	Birth and Death Certificates (First)	25.00	
Health Services	Additional Birth and Death Certificates, each	25.00	
Health Services	Replacement Fee (Birth and Death), each	5.00	
Health Services	Record page copies – client chart (after ten pages), per page	0.25	
Health Services	Expedited Order Fee	7.00	
Health Services	<b><u>Miscellaneous:</u></b>		
Health Services	Shot Record Replacement	1.00	
Health Services	Head Lice Check	10.00	
Health Services	Lead Screening	300.00	
Health Services	<b><u>Increases in fees for the Reproductive Health program are based on the Required Cost Analysis which demonstrated the following charges.</u></b>		
Health Services	<b><u>Lab Tests:</u></b>		
Health Services	Venipuncture/Court Ordered	15.00	
Health Services	Venipuncture/VDRL, Hepatitis	15.00	
Health Services	99211 Nurse Lab Draw	300.00	
Health Services	<b><u>In House Testing:</u></b>		
Health Services	Rapid Syphilis	-	
Health Services	Bacterial Vaginosis Point of Care	15.00	
Health Services	HCG Pregnancy Urine (Lab Test)	12.00	
Health Services	HIV C/T Rapid Test	50.00	
Health Services	HIV Rapid Test – State Program	no charge per state contract	
Health Services	Trichomonas Point of Care	15.00	
Health Services	UA w/o Micro	15.00	
Health Services	Wet Mount (Lab Test)	15.00	
Health Services	Rapid Hepatitis C Test	no charge per state contract	
Health Services	Rapid COVID Testing (pre-approved by clinic staff only)	150.00	
Health Services	Pronto Rapid HgB Test	15.00	
Health Services	<b><u>External Lab Testing:</u></b>		
Health Services	Chlamydia/GC	20.00	
Health Services	HIV C/T Test (Sliding Scale)	25.00	
Health Services	Thin Prep Pap with Co Testing	100.00	
Health Services	Thin Prep Pap Smear	65.00	
Health Services	Syphilis Serology + venipuncture fee	25.48	Amount listed does not include \$15.00 venipuncture fee
Health Services	Hepatitis C + venipuncture fee	20.00	Amount listed does not include \$15.00 venipuncture fee
Health Services	Hepatitis B + venipuncture fee	15.00	Amount listed does not include \$15.00 venipuncture fee

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	Titer (Hep B surface, Hep C + venipuncture fee)	20.00	Amount listed does not include \$15.00 venipuncture fee
Health Services	Quantiferon (Risk)	No Charge	
Health Services	Quantiferon	65.00	Amount listed does not include \$15.00 venipuncture fee
Health Services	<b>(If more than one titer is being done, only charge 1 venipuncture fee)</b>		
Health Services	<b>*Lab Fees – actual flow- outside lab price – may change due to laboratory cost change.</b>		
Health Services	<b><u>Injections</u></b>		
Health Services	Therapeutic/Antibiotic Injection Administration	15.00	
Health Services	<b><u>Dispensed Medications</u></b>		
Health Services	Azithromycin - State Supplied	0	
Health Services	Azithromycin - EPT, per pill	0.50	
Health Services	Imiquimod cream, per box	15.00	
Health Services	Boric Acid, per bottle	10.00	
Health Services	Cefixime, per pill	3.00	
Health Services	Condylox Gel 5% Packet, per pack	10.00	
Health Services	Doxycycline 100 mg, per pill	0.05	
Health Services	Rochepin (STD)	State Supplied	
Health Services	Rochepin 1 g	Actual cost	
Health Services	Metronidazole 500 mg, per pill	0.25	
Health Services	Metronidazole Gel, per package	5.00	
Health Services	Valtrex, per pill	1.50	
Health Services	Fluconazole, per pill	2.50	
Health Services	Penicillin injection	State supplied	
Health Services	Prenatal Vitamins	5.00	
Health Services	<b>*Reproductive Health Contraceptive Supplies: Sliding Fee Scale (Changes are based on our cost and changes in the cost of supplies)</b>		
Health Services	Condoms – latex, pack of 12	5.00	
Health Services	Condoms – non-latex, per box	13.00	
Health Services	Condoms – Female, each	11.00	
Health Services	Depo-Provera IM Injection, per injection	12.00	
Health Services	Depo Provera Subcutaneous Injection, per injection device	25.00	
Health Services	Caya	65.00	
Health Services	ECP Pills (levonogestrel 1.5)	10.00	
Health Services	ECP (Ella)	30.00	
Health Services	Implanon	550.00	
Health Services	IUD (Mirena)	425.00	
Health Services	IUD (Paraguard)	300.00	
Health Services	IUD (Kyleena)	685.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	Oral Contraceptives, based on cost	10.00	Actual cost
Health Services	Slynd Oral Contraceptive, per pack	Actual cost	Actual cost, no generic available
Health Services	Spermicides	15.00	
Health Services	Sponge	15.00	
Health Services	Nuva Ring	10.00	
Health Services	Xulane or Twirla, per patch	50.00	
Health Services	Annovera	1,300.00	
Health Services	Phexxi	20.00	
Health Services	<b><u>Reproductive Health New Patient Office Visit</u></b>		
Health Services	<u>Code</u>	<u>Billing Price</u>	
Health Services	Self Pay Client Visit Only	150.00	Does not include labs or supplies
Health Services	99201 Problem Focused, per visit, 10 minutes face-to-face	150.00	
Health Services	99202 Expanded Problem Focused, 20 minutes face-to-face	185.00	
Health Services	99203 Detailed low, 30 minutes face-to-face	230.00	
Health Services	99204 Comprehensive Moderate, 45 minutes face-to-face	345.00	
Health Services	99205 Comprehensive High, 60 minutes face-to-face	406.00	
Health Services	<b><u>New Patients Preventive Visits</u></b>		
Health Services	<u>Code</u>	<u>Billing Price</u>	
Health Services	99384	221.00	
Health Services	99385	221.00	
Health Services	99386	221.00	
Health Services	<b><u>Reproductive Health and/or STI Established Patient Visit</u></b>		
Health Services	<u>Code</u>	<u>Billing Price</u>	
Health Services	Self Pay Client Visit Only	150.00	
Health Services	99211 RN Visit	150.00	
Health Services	99212 Problem Focused, 10 minutes face-to-face	150.00	
Health Services	99213 Expanded Problem Focused, 15 minutes face-to-face	150.00	
Health Services	99214 Detailed low, 25 minutes face-to-face	175.00	
Health Services	99215 Comprehensive Moderate, 40 minutes face-to-face	250.00	
Health Services	<b><u>Established Preventive Visits</u></b>		
Health Services	<u>Code</u>	<u>Billing Price</u>	
Health Services	99394	175.00	
Health Services	99395	75.00	
Health Services	99396	75.00	
Health Services	<b><u>Reproductive Health Program</u></b>		
Health Services	Contraceptive/Counseling Visit		
Health Services	Low Complexity	79.00	
Health Services	Moderate Complexity	203.00	
Health Services	High Complexity	319.00	
Health Services	DMAP Clients Only		

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	All inclusive visit	135.00	
Health Services	Translator Services:		
Health Services	Supply Only Visit	28.00	
Health Services	Low Complexity	67.00	
Health Services	Moderate Complexity	67.00	
Health Services	High Complexity	84.00	
Health Services	<b><u>Procedures</u></b>		
Health Services	Diaphragm Fit	135.00	
Health Services	IUD Insertion	150.00	
Health Services	IUD Removal	175.00	
Health Services	Wart Treatment (1-14 – cryotherapy)	188.00	Pay up front
Health Services	Wart Treatment (15 or more – cryotherapy)	225.00	Pay up front
Health Services	Implanon Insertion	100.00	
Health Services	Implanon Removal	100.00	
Health Services	Suture removal	10.00	
Health Services	<b><u>Maternal Child Health Programs*</u></b>		*Fees set by State OHA Program and may adjust as OHA adjusts fees. These fees are billed through Medicaid.
Health Services	Babies First Targeted Case Management	460.36	
Health Services	Expanded Babies First Targeted Case Management	460.36	
Health Services	CaCoon Targeted Case Management	460.36	
Health Services	Family Connects Single Newborn Case Rate	1,276.93	
Health Services	Family Connects Single Visit	293.69	
Health Services	Family Connect Multiple Infant Same Visit	204.31	
Health Services	Perinatal/Lactation Visit 15 min	31.14	
Health Services	Perinatal/Lactation Visit 30 min	50.57	
Health Services	Perinatal/Lactation Visit 45 min	69.49	
Health Services	Perinatal/Lactation Visit 60 min	88.64	
Health Services	<b><u>Tuberculosis Services – Medications (No Charge – State Supplied)</u></b>		
Health Services	PPD – TB Test	30.00	
Health Services	Vitamin B6	No Charge	
Health Services	Ethambutol	No Charge	
Health Services	Isoniazid	No Charge	
Health Services	Pyrazinamide	No Charge	
Health Services	Rifampin	No Charge	
Health Services	TB Test-IGRA (blood test)	0.00 +15.00	No Charge plus venipuncture fee
Health Services	<b><u>Food Service Inspection</u></b>		
Health Services	Food service inspection fees are those authorized by the Oregon DHS. In addition, the following fees and surcharges are authorized:		
Health Services	Full service restaurant/caterer fees based on seating criteria		

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	0-15 seats	520.00	
Health Services	16-50 seats	585.00	
Health Services	51-150 seats	655.00	
Health Services	150+ seats	690.00	
Health Services	Bed and breakfast	210.00	
Health Services	Limited service restaurant	300.00	
Health Services	Commissary	400.00	
Health Services	Warehouse	210.00	
Health Services	Mobile unit, licensed in-County		
Health Services	Class I	290.00	
Health Services	Class II	300.00	
Health Services	Class III	325.00	
Health Services	Class IV	340.00	
Health Services	Mobile unit, licensed out of County, inspected in Crook County, per event	25.00	
Health Services	Temporary restaurant license, one day event	75.00	
Health Services	Temporary restaurant license, two or more days	75.00	
Health Services	Intermittent temporary restaurant license no more than 30 days same food/location, more than one oversight organization	100.00	
Health Services	Seasonal temporary restaurant license no more than 90 days same location/food and under one oversight organization	100.00	
Health Services	Intermittent/Seasonal Operational Review- prior to either permit being issued (needs to be obtained at least 14 days prior to license application)	100.00	
Health Services	Temporary benevolent-license (good for up to 13 one to three day events)	No Charge	Must show valid IRS tax-exempt I.D. number to qualify
Health Services	(Intermittent and Seasonal for benevolent will require an Operational Review)	45.00	
Health Services	** Intermittent or seasonal temporaries requiring an additional inspection due		
Health Services	to a complaint or infraction will be charged at the daily rate	40.00	
Health Services	Penalty fee for late renewal of restaurant license, per month	100.00	"Late" means after the 31st or last day of the month during which license was required
Health Services	Vending machines inspection per company		
Health Services	1-10 machines	70.00	
Health Services	11-20 machines	70.00	
Health Services	21-30 machines	95.00	
Health Services	31-40 machines	100.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	41-50 machines	125.00	
Health Services	Tourist Facility inspection fees		
Health Services	Bed and breakfast (non-kitchen inspection)	100.00	
Health Services	Travelers accommodations	120.00	
Health Services	Recreation park, plus per space charge as follows:	120.00	
Health Services	1 to 50 RV spaces, per space	2.50	
Health Services	51 to 100 RV spaces, per space	1.50	
Health Services	101+ RV spaces, per space	1.00	
Health Services	Organizational camps	170.00	
Health Services	Destination resort overnight lodging unit cluster license	400.00	includes hot tub maintenance permit
Health Services	Note: Any person licensed under ORS 446.310 to 446.350 to engage in the recreation park or traveler’s accommodations business who fails to renew a license on or before the expiration date is considered delinquent. If delinquency exceeds 15 days past the expiration date a penalty fee of 50% of the annual license fee shall be assessed. The penalty fee will increase by 50% of the license fee on the first day of each succeeding month of delinquency.		
Health Services	<u>Food Service Plan Review Fees/Initial/New Construction</u>		
Health Services	Full service restaurant	350.00	
Health Services	Bed and breakfast and restaurant (if required)	350.00	
Health Services	Commissary	250.00	
Health Services	Warehouse	100.00	
Health Services	Tourist Facility Plan Review (RV, Hotel)	350.00	
Health Services	Limited service	200.00	
Health Services	<u>Mobile units:</u>		
Health Services	Class I	200.00	
Health Services	Class II	225.00	
Health Services	Class III	275.00	
Health Services	Class IV	300.00	
Health Services	Mobile Unit w/previous plan review	50.00	
Health Services	Organizational Camp - w/o food kitchen building	200.00	
Health Services	Organizational Camp w/ food kitchen facility	275.00	
Health Services	<u>Remodeling</u>		
Health Services	Full service restaurant	250.00	
Health Services	All Others (turn-key/no construction)	200.00	
Health Services	<u>Other:</u>		
Health Services	Daycare inspection	100.00	
Health Services	School inspection	125.00	
Health Services	Public swimming pool and spa inspection fee, first pool/spa	400.00	
Health Services	Additional (year round) pools and spas each	300.00	
Health Services	Seasonal pool	300.00	
Health Services	Additional seasonal pool/spa	300.00	
Health Services	Loan inspections water	145.00	
Health Services	Food handler certificate	10.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Health Services	Food handler replacement certificate	5.00	
Health Services	Administrative fee non-specific to above listed fees, per 15 minutes -- 15 minute minimum	5.00	
Health Services	Environmental health specialist consultation fee, in-house, per hour -- 1 hour minimum	95.00	
Health Services	Environmental health specialist consultation fee, fieldper hour -- 1 hour minimum	145.00	
Health Services	Refund processing fee	25.00	
Health Services	Plan Review Packet	5.00	
Health Services	Note: A supplementary inspection charge equal to 50% of the annual license fee shall be assessed for each complete inspection required because of failure to meet applicable standards when such complete inspection is performed during the license period in addition to the two semi-annual inspections normally performed. Charges accrued and not paid during the current license period will be added to the license fee for the next license period and will be subject to the late penalty fee of \$100 for each month fee remains unpaid.		
Health Services	New licensees will not be assessed any surcharges accrued by the previous license holder. Any facility opened in Oct/Nov/Dec will be charged 50% of the required		
<b>Info Technology</b>	IT – Professional Services		Fees not charged to other units of County government
Info Technology	Server and Desktop Labor, per hour (billed in ¼ hour increments)	85.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
Info Technology	Network and Wireless Labor, per hour (billed in ¼ hour increments)	125.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
Info Technology	Consulting and Training Labor, per hour (billed in ¼ hour increments)	150.00	Rates are based on actual costs of personnel, services and supplies, and overhead.
<b>Landfill</b>	All weight-based charges are subject to a minimum charge based on 20 lbs. Weights above 20 lbs. will be rounded up to the next 20 lbs. increment due to scale		
Landfill	“In-county” refers to debris which is being hauled by a resident of Crook County bearing a driver’s license showing a Crook County address or a Crook County landfill-issued resident I.D. card.		
Landfill	<b>General services</b>		
Landfill	Minimum disposal rate, any transaction, in-county residents with resident’s I.D. card	12.00	
Landfill	Minimum disposal rate, any transaction, out-of-county residents	14.00	
Landfill	Disposal rate, in-county residents with resident’s I.D. card, per ton	62.00	
Landfill	Disposal rate, out-of-county residents and residents without I.D. card, per ton	72.00	
Landfill	Mixed load disposal rate, in-county residents and commercial, per ton -- \$20 minimum	77.00	Order 2002-45 is of no further effect
Landfill	Mixed load disposal rate, out-of-county residents and commercial, per ton - - \$30 minimum	87.00	Order 2002-45 is of no further effect
Landfill	All other commercial haulers, per ton in-county	62.00	
Landfill	All other commercial haulers, per ton out-of-county	72.00	
Landfill	Fee for unsecured/untarped loads	10.00	



Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Landfill	Septage waste disposal, per gallon	0.165	
Landfill	Contaminated soil originating in-county, per ton + surcharge	\$37.00 per ton + \$50 surcharge	\$50 surcharge, plus additional charge per ton
Landfill	Contaminated soil originating out-of-county, per ton + surcharge	\$47.00 per ton + \$50 surcharge	\$50 surcharge, plus additional charge per ton
Landfill	Weight Ticket Only	5.00	
Landfill	<b>Inert material/Construction debris</b>		
Landfill	Concrete/cement, per ton	12.00	
Landfill	Dirt (clean) or Sod, per ton	12.00	
Landfill	Rocks or bricks, per ton	12.00	
Landfill	Asphalt, per ton	12.00	
Landfill	<b>Waste Recovery Fees</b>		
Landfill	Composted materials purchase per yard if purchased on-site	14.00	
Landfill	Wood chips per yard if purchased on site	5.00	
Landfill	Juniper chips per yard if purchased on site	7.00	
Landfill	Gypsum per ton if purchased on site	40.00	
Landfill	Burning barrel purchase, per barrel	10.00	
Landfill	Sweeper brush roller purchase, per sweeper	25.00	
Landfill	Landscaping Boulders, per ton if purchased on site	250.00	
Landfill	<b>Appliance Disposal Fee</b>		
Landfill	Stoves, washers, dryers, dishwashers	9.00	
Landfill	Water heater	5.00	
Landfill	Refrigerators / air conditioners / freezers / water coolers	15.00	
Landfill	Microwaves	3.00	
Landfill	Propane tanks	5.00	
Landfill	<b>Tires</b>		
Landfill	Tire fee, pick-up, up to 20 lbs. without rim	5.00	
Landfill	Tire fee, pick- up, to 40 lbs. with rim	8.00	
Landfill	Tire fee, semi-truck, up to 100 lbs. without rim	9.00	
Landfill	Tire fee, semi-truck, up to 160 lbs. with rim	14.00	
Landfill	Tire fee, giant & tractor, per ton	325.00	Giant and tractor tires not accepted at Crook County Landfill; however large loads of tires or partial tires (dump truck or dump trailers) can be dumped by weight; charge includes cost for Crook County Landfill to handle and transfer load to tire recycling location, as well as ODOT disposal fees

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Landfill	<b>Mobile Home Disposal Fees</b>		No mobile homes or travel trailers accepted.
Landfill	<b>No mobile homes or travel trailers accepted.</b>	<b>Not accepted</b>	
Landfill	<b>Campers</b>		
Landfill	In-county	62.00/ton + \$25 surcharge, plus additional charge per ton 25.00 surcharge	
Landfill	Out-of-county	72.00/ton + \$25 surcharge, plus additional charge per ton 25.00 surcharge	
Landfill	<b>Dead Animals</b>		
Landfill	Off-Load fee for dead animals	10.00	
Landfill	In-county, per ton	62.00	
Landfill	Out-of-county, per ton	72.00	
Landfill	<b>Butcher Waste</b>		
Landfill	In-county, per ton	62.00	
Landfill	Out-of-county, per ton	72.00	
Landfill	<b>Hazardous Waste</b>		Hazardous Waste not accepted
Landfill	<b>Paint</b>		Latex and Oil based paint only; all other paints are not accepted. NOTE: Liquid latex or oil based paint is free for recycle.
Landfill	In-county, per ton	62.00	Solidified or frozen latex or oil based paint only; must be in original
Landfill	Out-of-county, per ton	72.00	container.
Landfill	<b>Fluorescent Light Tubes</b> , per foot	0.30	
Landfill	<b>Compact Fluorescent Bulbs</b> , each	1.00	
Landfill	<b>UV Lamps</b> , per foot	1.00	
Landfill	<b>HID Lamps</b> , each	2.00	
Landfill	<b>Electronics</b>		
Landfill	<b>Undamaged</b>		
Landfill	Computers (Monitors and Towers)	No Charge	
Landfill	Keyboard and Mouse	No Charge	
Landfill	Printers	No Charge	
Landfill	Televisions	No Charge	
Landfill	Console televisions	No Charge	
Landfill	VCRs/DVDs	No Charge	
Landfill	Copy machines--large	25.00	
Landfill	Copy machines--small	No Charge	
Landfill	Fax machines	No Charge	
Landfill	<b>Damaged</b>		
Landfill	Computers (Monitors and Towers)	No Charge	
Landfill	Keyboard and Mouse	1.00	

Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Landfill	Printers	3.00	
Landfill	Televisions	No Charge	
Landfill	Console televisions	No Charge	
Landfill	VCRs/DVDs	3.00	
Landfill	Copy machines--large	25.00	
Landfill	Copy machines--small	3.00	
Landfill	Fax machines	3.00	
Landfill	<b>Asbestos</b>		*ASN4 form must be attached with at least one copy for the Landfill to keep
Landfill	0 to 2,000 lbs, plus \$150 per additional ton	150.00	Minimum charge is \$150, \$150 per ton after minimum charge
Landfill	<b>Recyclable items</b>		
Landfill	Latex, liquid paint (original container)	No Charge	
Landfill	Oil based liquid paint/stain (original container)	No Charge	
Landfill	Newspaper	No Charge	
Landfill	Corrugated cardboard	No Charge	
Landfill	Glass	No Charge	
Landfill	Magazines	No Charge	
Landfill	Tin cans	No Charge	
Landfill	Car/truck batteries	No Charge	
Landfill	Used automobile oil, 5 gallon limit, no barrels, no commercial customers	No Charge	
Landfill	Antifreeze – Residential Customers	No Charge	
Landfill	Antifreeze – Commercial Customers (per gallon)	0.50	
Landfill	<b>Other Landfill fees</b>		
Landfill	Yard debris, per ton		
Landfill	In-county, per ton (minimum applies)	62.00	
Landfill	Out-of-county, per ton (minimum applies)	72.00	
Landfill	Wood debris only, per ton (minimum applies)	35.00	no metal except nails, no pressure treated, and no railroad ties
Landfill	Scrap metal (no wire)-Metal Load only (minimum applies)	25.00	
Landfill	Charge Account Landfill Card - Additional or Replacement Cards	10.00	Up to four cards will be provided for free to new accounts. Additional cards needed or replacement for lost cards
Landfill	Off-Load Fee	10.00	Boats, Trusses, etc. with signed waiver form
Landfill	Sign Space Rental - per year	150.00	

Department	Fee Description	FY 24-25 Fee	
		Effective 7/1/2024	Comments
<b>Library</b>	Nonresident card fee		
Library	1 month	10.00	
Library	3 months	25.00	
Library	12 months	85.00	
Library	Interlibrary loan no-pickup fee	5.00	
Library	Collection fee, per account sent	10.00	
Library	Use of Library Meeting Rooms		Broughton Room and Juniper Room
Library	Non-Profit Organization, per hour	No Charge	Any damages will be billed to user
Library	Commercial (For-Profit) Organization, per hour	20.00	Any damages will be billed to user
<b>Museum</b>	Use of Museum Community Room		
Museum	Non-Profit Organization, per hour	No Charge	Any damages will be billed to user
Museum	Commercial (For-Profit) Organization, per hour	No Charge	Any damages will be billed to user
<b>OSU Extension</b>	<b>4-H Clover Club Building Rental Rates</b>		
OSU Extension	Griffin Classroom		
OSU Extension	Non-Profit Organization, per hour	30.00	
OSU Extension	Non-Profit Organization, entire day	150.00	
OSU Extension	Commercial (For-Profit) Organization, per hour	45.00	
OSU Extension	Commercial (For-Profit) Organization, entire day	200.00	
OSU Extension	Assembly Room		
OSU Extension	Non-Profit Organization, per hour	40.00	
OSU Extension	Non-Profit Organization, entire day	200.00	
OSU Extension	Commercial (For-Profit) Organization, per hour	55.00	
OSU Extension	Commercial (For-Profit) Organization, entire day	250.00	
OSU Extension	Entire Building		
OSU Extension	Non-Profit Organization, per hour	50.00	
OSU Extension	Non-Profit Organization, entire day	250.00	
OSU Extension	Commercial (For-Profit) Organization, per hour	75.00	
OSU Extension	Commercial (For-Profit) Organization, entire day	350.00	
OSU Extension	Cleaning/Damage Deposit	300.00	
OSU Extension	Key Deposit	10.00	
OSU Extension	Copies/Prints		
OSU Extension	B/W 8½x11 Copy Paper	0.10	
OSU Extension	Color 8½x11 Copy Paper	0.50	
OSU Extension	Double-sided copies		Price is Doubled
OSU Extension	Faxes		
OSU Extension	Local - Up to 10 pages	1.50	
OSU Extension	Long Distance - Up to 10 pages	2.50	

Department	Fee Description	FY 24-25 Fee (\$) Effective 7/1/2024	Comments
OSU Extension	Additional pages over 10, cost Per page	0.50	
<b>Road</b>	<b>County-Accepted and Maintained Roads</b>		
Road	Traffic review related to County-accepted and maintained roads is typically performed by the Oregon Dept. of Transportation. If ODOT-review is not available, the below fees will be applied. If plan review and site observation cannot be performed by County or ODOT staff due to limitations of technical expertise or resources, the below fee-schedule will be applied.		
Road	Construction Plan Review, base charge + charge per linear foot of County road	350.00	Base charge of \$350 plus \$2.50 per linear foot of County Road
Road	Additional Reviews, base charge + charge per linear foot of County road	175.00	Base charge of \$175 plus \$2.50 per linear foot of County Road
Road	Inspection Fees, per visit	175.00	
Road	Cattle Guard Permit Fee	350.00	
Road	Consultant fee	Actual Cost	Consulting fees are charged when in the judgment of the Road Master or County Counsel, expertise or resources are required outside the scope of the County's ability to evaluate an application accurately or timely and additional assistance is needed.) In some cases, consultation is required by County ordinance, State law, or Federal law.
<b>Sheriff's Office</b>	<b>Administrative Research Fee, per hour</b>	65.00	Includes video/audio redactions
Sheriff's Office	Criminal reports, printed, up to 10 pages	10.00	
Sheriff's Office	over 10 pages, per page	0.25	
Sheriff's Office	Electronic Fingerprinting, per card	15.00	
Sheriff's Office	Impounded auto processing fee	100.00	
Sheriff's Office	Electronic monitoring installation and set-up	50.00	Fee may be waived depending on ability to pay at the discretion of the supervisory authority
Sheriff's Office	Electronic monitoring services, per day	15.00	Fee may be waived depending on ability to pay at the discretion of the supervisory authority
Sheriff's Office	Real Property Foreclosure Sale	\$600 deposit + add'l actual	Includes \$89.00 statutory sheriff's fee, one hour sale preparation time at \$32.00, pre-sale posting at \$50.00, one hour allotted for conduct of sale at \$45.00, and \$50.00 after sale posting charge PLUS additional costs incurred for advertising, staff time for preparation, conduct of sale, certified mailing and postage and certification of sale.

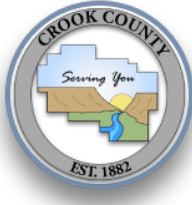
Department	Fee Description	FY 24-25 Fee	Comments
		(\$) Effective 7/1/2024	
Sheriff's Office	Personal Property Foreclosure Sale	\$475	deposit + Includes \$89.00 statutory sheriff's fee, one hour sale preparation time add'l actual at \$32.00, pre-sale posting at \$50.00, one hour allotted for conduct of costs sale at \$32.00, fees for publication as instructed (ORS 18.920(4)(5) PLUS additional costs incurred for preparation, conduct of sale, certified mailings and postage, folio fees, keeper fees, and other expenses incurred to conduct the sale.
Sheriff's Office	Sheriff staff time beyond 1st hour of standby, per deputy per hour	55.00	
Sheriff's Office	For Civil Fees, please refer to the Crook County Sheriff's Office website: <a href="https://co.crook.or.us/sheriff/page/civil">https://co.crook.or.us/sheriff/page/civil</a>		<a href="https://co.crook.or.us/sheriff/page/civil">https://co.crook.or.us/sheriff/page/civil</a>
<b>Dog Licenses</b>	<b>Dog License Fees</b>		<b>Rabies vaccination must run concurrent with the license</b>
Dog Licenses	<b>Yearly</b>		
Dog Licenses	Unaltered, per year	25.00	
Dog Licenses	Altered, per year	10.00	
Dog Licenses	Unaltered, owner senior citizen (62+ years old), per year	12.50	
Dog Licenses	Altered, owner senior citizen (62+ years old), per year	5.00	
Dog Licenses	Livestock dog License, per year	5.00	(see CCC 6.04.085)
Dog Licenses	<b>3-Year</b>		
Dog Licenses	Unaltered	75.00	
Dog Licenses	Altered	20.00	
Dog Licenses	Unaltered, owner senior citizen (62+ years old)	37.50	
Dog Licenses	Altered, owner senior citizen (62+ years old)	10.00	
Dog Licenses	Livestock dog License	10.00	(see CCC 6.04.085)
Dog Licenses	Replacement tag	2.00	
Dog Licenses	<b>Kennel License Fee</b>		
Dog Licenses	<b>Yearly</b>		
Dog Licenses	Up to 10 dogs, per dog, per year	50.00	
Dog Licenses	Each additional adult dog over 10, per dog, per year	3.00	\$50.00 for the first 10 dogs plus \$3.00 for each add'l adult dog
Dog Licenses	Owner senior citizen (62+ years old), up to 10 dogs, per year	25.00	
Dog Licenses	Owner senior citizen (62+ years old), each additional adult dog per dog, per year	1.50	\$25.00 for the first 10 dogs plus \$1.50 for each add'l adult dog
Dog Licenses	<b>3-Year</b>		
Dog Licenses	Up to 10 dogs, for 3 years	100.00	
Dog Licenses	Each additional adult dog over 10, for 3 years	6.00	\$100.00 for the first 10 dogs plus \$6.00 for each add'l adult dog
Dog Licenses	Owner senior citizen (62+ years old), up to 10 dogs, per year	50.00	
Dog Licenses	Owner senior citizen (62+ years old), each additional adult dog per dog, per year	3.00	\$50.00 for the first 10 dogs plus \$3.00 for each add'l adult dog

Department	Fee Description	FY 24-25 Fee	
		Effective 7/1/2024	Comments
Dog Licenses	<b>Ranch License Fee</b>		
Dog Licenses	<b>Yearly</b>		
Dog Licenses	1 to 3 ranch dogs, per dog per year	5.00	
Dog Licenses	4+ ranch dogs, per year	15.00	
Dog Licenses	<b>3-Year</b>		
Dog Licenses	1 to 3 ranch dogs, per dog for 3 years	10.00	
Dog Licenses	4+ ranch dogs, for 3 years	30.00	
<b>Surveyor</b>	<i>Fees do not include Clerk's recording and certification fees</i>		
Surveyor	Partition plat review and filing		
Surveyor	First 2 sheets	550.00	
Surveyor	Each additional sheet over 2	50.00	\$550.00 includes the first 2 sheets plus \$50.00 for each additional sheet
Surveyor	Record of survey review and filing		
Surveyor	First sheet	225.00	
Surveyor	Each additional additional sheet, boundary review	50.00	\$225.00 includes the first sheet plus \$50.00 for each additional
Surveyor	Monumented subdivision plat review and filing	\$900 base fee + \$85 per lot	Base fee of \$900 + \$85 per lot
Surveyor	Post monumented subdivision plat and filing	\$1,100 base fee + \$85 per lot	Base fee of \$1,100 + \$85 per lot
Surveyor	Post monumented subdivision	\$4500 + \$50 per post monument	\$4,500 cash deposit + \$50 per post monument
Surveyor	Condominium plat review and filing	\$900 base fee + \$85 per unit	Base fee of \$900 + \$85 per unit
Surveyor	Affidavit of correction	110.00	
Surveyor	Oregon Corner Restoration Record	25.00	
Surveyor	Affidavit of plat monument re-establishment and post monumentation affidavit	126.00	
Surveyor	Vacation review and filing	110.00	
Surveyor	Blueline copies, per sheet	4.00	
Surveyor	Photocopies, per sheet	0.50	
Surveyor	Property line adjustment review and filing	300.00	
Surveyor	First sheet	300.00	
Surveyor	Each additional additional sheet	50.00	\$300.00 includes the first sheet plus \$50.00 for each add'l sheet

Department	Fee Description	FY 24-25 Fee (\$) Effective 7/1/2024	Comments
Surveyor	Additional sheets	50.00	
Surveyor	Additional plat review caused by redesign, per hour	140.00	
<b>Weed Control</b>	Inspection and Weed-Free Certification for rock pits	100.00	This fee pertains to rock pits only



## AGENDA ITEM REQUEST



**Date:**

*December 9, 2024*

**Meeting date desired:**

*December 18, 2024*

**Subject:**

*Order 2024-48 Correcting Nomenclature of Agricultural Extension Committee*

**Background and policy implications:**

**Budget/fiscal impacts:**

*N/A*

**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*

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

**IN THE MATTER OF CORRECTING THE  
NOMENCLATURE OF THE  
AGRICULTURAL EXTENSION  
COMMITTEE**

**ORDER 2024-48**

**WHEREAS**, on or about December 4, 2024 the Board of Commissioners approved Order 2024-47, regarding appointments to the Crook County Agricultural Extension Service District Advisory Committee; and

**WHEREAS**, the order used the term “Ag Extension Service District Advisory Board” to refer to the Crook County Agricultural Extension Service District Advisory Committee. The two terms have the same legal effect and the use of one or the other is adequate for County purposes.

**NOW, THEREFORE**, the Crook County Board of Commissioners adopts the above recitals as its findings of fact, and **ORDERS** and **DIRECTS** that:

Section One: This Order is effective as of December 4, 2024, regardless of the date on which it is signed.

Section Two: For the purposes of appointing members to the Crook County Agricultural Extension Service District Advisory Committee, and for all related and ancillary matters regarding filling the vacancies, including, but not limited to, the taking of any oaths of office, the term “Ag Extension Service District Advisory Board” will be synonymous with the term “Crook County Agricultural Extension Service District Advisory Committee.”

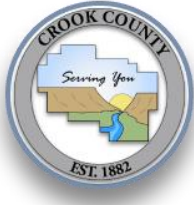
DATED this 18<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Seth Crawford  
County Commissioner

\_\_\_\_\_  
Susan Hermreck  
County Commissioner

\_\_\_\_\_  
Brian Barney  
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):**

## AGENDA ITEM REQUEST



**Date:**

November 27, 2024

**Meeting date desired:**

December 4, 2024

**Subject:**

Zoning Map Ordinance

**Background and policy implications:**

Ordinance to implement zone map amendment that has been approved through the Planning Commission. County zoning map will be updated after the recordation of the Ordinance.

**Budget/fiscal impacts:**

N/A

**Requested by:**

Katie McDonald

katie.mcdonald@crookcountyor.gov | 541.447.3211

**Presenters:**

Katie McDonald

Will Van Vactor

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

n/A

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

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

An Ordinance Amending the )  
Crook County Zoning Map to )  
Adopt a Zone Map Change for )  
mtl1614110000700, and )  
Declaring an Emergency )

**ORDINANCE NO. 347**

**WHEREAS**, Martin Neumueller and Kilpatrick Consulting LLC filed land use application (217-24-000126-PLNG) to change the zoning designation for the property identified on Crook County Assessor’s map 16S14E11, taxlot 700, and legally described on the Attached Exhibit A (the “Property”) from Exclusive Farm Use Zone, EFU-3 (Powell Butte Area) to Rural Residential, R10 on the County’s Zoning Map.

**WHEREAS**, the County provided notice in accordance with applicable law, the initial public hearing was held before the Crook County Planning Commission on September 11, 2024 and a continued hearing for deliberations only on October 23, 2024; and

**WHEREAS**, the Planning Commission after receiving public comment and fully deliberating the matter, voted in approval to change the zoning in alignment with the Comprehensive Plan, Powell Butte Study adopted ordinances, amendments and policies, with reference of this property as included in Ordinance 127, Amendment 1;

**NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF CROOK COUNTY, OREGON ORDAINS AS FOLLOWS:**

**Section 1.** The findings of fact and conclusions of law contained in the recitals above, and in the staff report attached hereto as Exhibit B are hereby adopted and incorporated herein.

**Section 2.** The conditions of approval for File no 217-24-000126-PLNG attached hereto as Exhibit B are hereby adopted and incorporated herein.

**Section 3.** The County’s Zoning Map is hereby amended to change the zoning designation for the Property from Exclusive Farm Use Zone, EFU-3 to Rural Residential, R-10 as shown on the attached Exhibit D.

**Section 4.** Staff shall provide the required notice to those who are entitled to notice of the Map Amendment, with a notice of this Ordinance.

**Section 5:** If any court of competent authority invalidates a portion of this Ordinance 347, the remaining portions will continue in full force and effect.

**Section 6:** This Ordinance 347 being immediately necessary for the health, welfare, and safety of the people of Crook County, an emergency is hereby declared to exist, and this Ordinance 347 shall become effective upon signing.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Commissioner Seth Crawford

\_\_\_\_\_  
Commissioner Susan Hermreck

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

Vote:	Aye	Nay	Excused
Seth Crawford	___	___	_____
Susan Hermreck	___	___	_____
Brian Barney	___	___	_____

EXHIBIT A

**Legal Description of the Subject Parcel**

**Township 16 South, Range 14 East of the WM. Section 11, taxlot 700**

EXHIBIT "A"

The Southeast quarter of the Northwest quarter of Section 11,  
Township 16 South, Range 14 East of the Willamette Meridian,  
TOGETHER WITH an easement for road right-of-way over the North 30  
feet of the Northwest quarter of the Southwest quarter of said  
Section 11 and over the South 30 feet of the Southwest quarter of  
the Northwest quarter of said Section 11.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Existing rights of way for roads, highways, irrigation ditches,  
canals, and pole lines.
2. Rights of way reserved in Deed, subject to the terms and  
provisions thereof:  
Book/Page No.: Book 54 of Deeds at page 341 (Records of Crook  
County, Oregon)  
From: Crook County, Oregon
3. Reservation of an undivided  $\frac{1}{2}$  interest in all minerals  
as set out in Deed:  
From: Esther Gertrude Erickson, a single woman, and  
Dorothy M. Holmes and Russell Holmes, her husband  
To: Frances Waldron  
Dated: March 26, 1963  
Recorded: April 1, 1963  
Book/Page No.: Book 87 of Deeds at page 598 (Records of Crook  
County, Oregon)



EXHIBIT B

**Final Decision from the Planning Commission**



**Crook County Community Development  
Planning Division**

300 NE 3<sup>rd</sup> Street, Room 12, Prineville Oregon 97754

541-447-3211

[plan@crookcountyor.gov](mailto:plan@crookcountyor.gov)

[www.co.crook.or.us](http://www.co.crook.or.us)

**FINAL DECISION for ZONE MAP AMENDMENT  
217-24-000126-PLNG**

**Date:** October 24, 2024

**Applicant:** Martin Neumueller  
11367 SW Doris Lane  
Powell Butte, OR 97753

**Agent:** Kilpatrick Consulting LLC  
Attn: Craig Kilpatrick  
13790 NW O'Neil Hwy  
Redmond, OR 97756

**Subject Property:** Tax Lot: 1614110000700

**I. PROCEDURAL STATUS**

The Planning Commission held an initial public hearing on September 11, 2024. At the initial public hearing the Commissioners heard staff present the application, the applicant's testimony, and testimony from neutral parties and a request for a continuation. The Planning Commission then continued the hearing for deliberations only with an updated staff report to a time and date certain of October 23, 2024.

At the October 23, 2024, public hearing, the Planning Commission heard an updated staff report and then continued onto deliberations and the vote.

The Planning Commission voted in approval of 217-24-000126-PLNG: 5-0-1

**II. PROPOSAL**

The Applicant proposes to amend the Crook County Zone Map to rezone approximately 40 acres from Exclusive Farm Use Zone, EFU-3 (Powell Butte area) to Rural Residential, R10.

### **III. BASIC FINDINGS**

#### **A. Location**

The subject property is located on Doris Lane in Powell Butte, approximately 3 miles south of Highway 126. The address is 11367 SW Doris Lane. It is identified on the County Assessor's maps as map tax lot number 1614110000700. The entirety of the property is proposed to be rezoned to R10.

#### **B. Site Characteristics**

The subject property is listed as forty (40) acres with the Crook County Assessor's office. There is an existing single-family dwelling and accessory structures on the property. The property is not in farm use and not located within an irrigation district. The Applicant describes the property as having a gentle to moderately sloping terrain that is covered in native grasses, brush and Juniper trees.

#### **C. Access**

The Subject Property has access via existing easements on Doris Lane and Harrison Way to Reif Rd. The Applicant has provided a recorded access agreement MF237279, which includes road maintenance for Doris Lane.

#### **D. Other Information**

There are no mapped natural hazards on the subject property. The property is not in a mapped special flood hazard area. Exhibit one (1) from an adjoining property owner has expressed concern regarding run off from Powell Buttes during storm events. At this time, the application is for a zone change only. There is a mapped riverine on the property, which would be addressed at the time of development.

#### **E. Public Comment**

At the September 11, 2024, public hearing a request was made to leave the record open for additional comment. The Planning Commission voted to continue the hearing for deliberations only to October 23, 2024. The record was open for additional comment until October 2, 2024, at 4pm; no additional comment or materials were submitted. The record was open for rebuttal submissions until October 9, 2024, at 4 pm; no rebuttal testimony was received. The Applicant's final argument was open for submittal until October 16, 2024, at 4pm; no final argument was received.

Exhibit one (1) was received and included in the initial staff report, from a neighboring property owner sharing interest in rezoning their property and concern regarding storm water runoff. This request is for a zone change only. At the time of subdivision and development, storm water runoff will be addressed.

The application and materials brought forth by the Applicant before the Planning Commission are being reviewed against the applicable County and State criteria. Any privately held CC&Rs or other recorded items are a civil matter.

**IV. Applicable Criteria:**

*Crook County Code:*

*Title 18, Chapter 18.12 Establishment of zones, Boundaries*

*Section 18.12.020 Location of Zones, lists zones established in Crook County*

*Section 18.12.030 Zoning Map. Map is amended by authority of the Planning Commission*

*Title 18, Chapter 18.92 Rural Residential Zone, R-10, describes zone requirements*

*Title 18, Chapter 18.170 Quasi-Judicial Amendments*

*Section 18.170.010 Quasi-Judicial amendment standards*

*Title 18, Chapter 18.172 Administration Provisions*

*Section 18.172.010 Quasi-judicial hearing authority*

*Section 18.172.010 Application*

*Section 18.172.010 Notice of Public Hearing*

*Crook County Comprehensive Plan*

*Crook County Ordinance 127, Amendment 1*

**V. FINDINGS**

*Title 18, Chapter 18.12 Establishment of zones, Boundaries*

*18.12.020 Location of Zones*

*The boundaries of the zones listed in this title are indicated on the Crook County zoning map, which is hereby adopted by reference. The boundaries shall be modified in accordance with zoning map amendments, which shall be adopted by reference.*

**Finding:** The Applicant is requesting a rezoning to an established zone indicated on the Crook County zoning map, which is Rural Residential, R-10. Crook County Code Title 18, Chapter 18.92.

*18.12.030 Zoning Map.*

*A zoning map or zoning map amendment adopted by CCC [18.12.020](#) or by an amendment thereto shall be prepared by authority of the planning commission or be a modification by the county court of a map or map amendment so prepared. The map or map amendment shall be dated with the effective date of the ordinance that adopts the map or map amendment. A certified print of the adopted map or map amendment shall be maintained in the office of the county clerk as long as this title remains in effect.*

**Finding:** Map is amended by authority of the Planning Commission. The subsequent Ordinance shall be recorded with an attachment of the amended zone and maintained in the office of the County Clerk.

*Title 18, Chapter 18.170 Quasi-Judicial Amendments*

*18.170.010 Quasi-judicial amendment standards.*

*An applicant requesting a quasi-judicial amendment must satisfy the following factors for quasi-judicial amendments:*

*(2) Zone Map Change.*

*(a) That the zone change conforms with the Crook County comprehensive plan, and the change is consistent with the plan's statement and goals.*

*(b) That the change in classification for the subject property is consistent with the purpose and intent of the proposed amendment.*

**Finding:** The subject property is currently zoned Exclusive Farm Use Zone, EFU-3 and has been designated as Irrevocably Committed to uses other than exclusive farm use, through the adoption of the Powell Butte Study Policies into the County's Comprehensive Plan. Page one of the Burden of Proof states:

*"The Subject Area 2-4 presently consists of thirty-eight parcels, one of which is included in this proposal. Nine parcels were approved for re-zoning in 2005 (Umbarger). Seven parcels were approved for re-zoning in 2009 (Doris Lane Neighbors). The remaining parcels have not been included because; a) they are too small to meet the minimum allowable size, 10 or 20 acres depending on specific location, b) they are too small and/or presently have dwellings, therefore no benefit would occur from a change of zone, c) the owners, while asked, have expressed no interest in participating in this effort or sharing the prerequisite costs."*

The area of Powell Butte is addressed in the Comprehensive Plan as referenced and explored through the Powell Butte Study. There were multiple adopted ordinances, amendments, and policies associated with this area. The requested zone change conforms with the policies (as have been enacted) established by the study as well as consistent with the intent of the proposed amendment to have the property rezoned as it was included in Area 2-4 recorded in Ordinance 127, Amendment 1.

*(c) That the amendment will presently serve the public health, safety and welfare considering the following factors:*

*(i) The availability and efficiency of providing necessary public services and facilities.*

**Finding:** The availability and efficiency of public services and facilities will be addressed at the time the property is divided and/or subsequently developed. The subject property is currently served with access easements and power. Wells are the subject of Oregon Water Resources, and the property has an approved onsite system for septic.

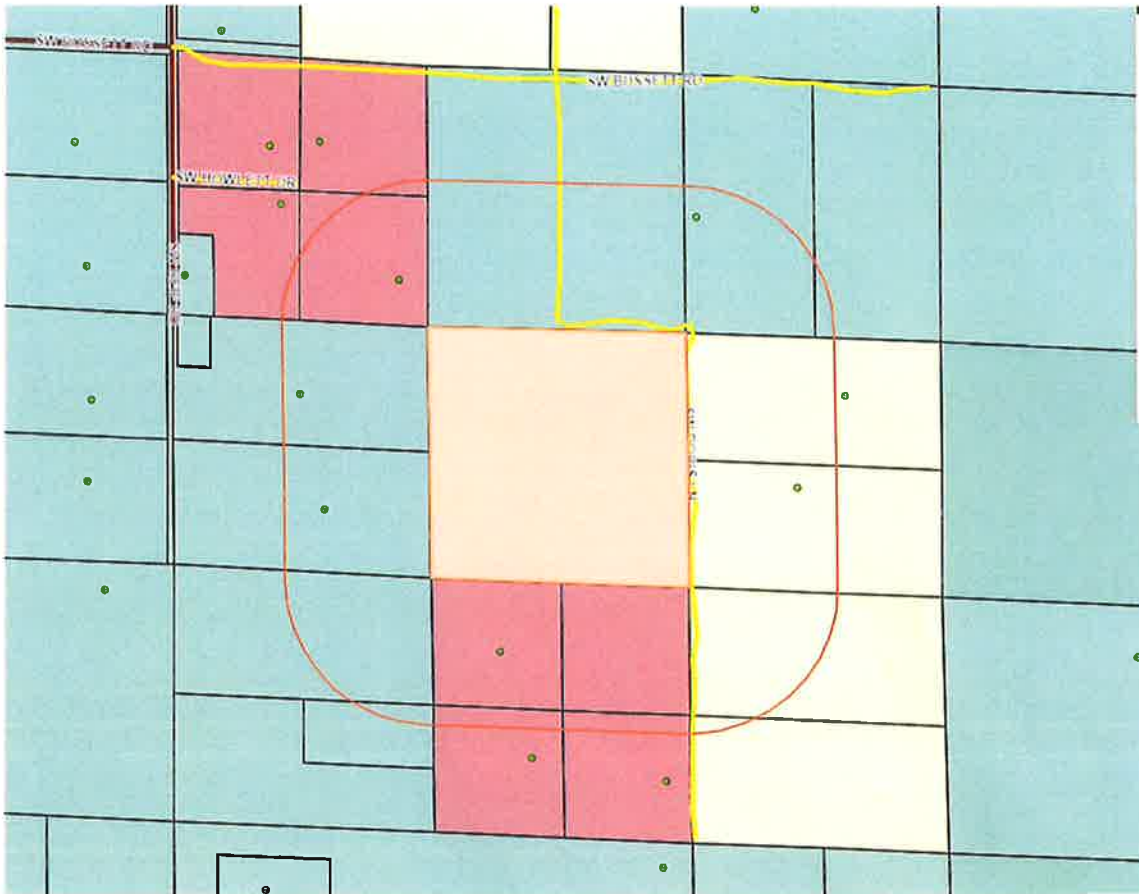
*(ii) The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Crook County comprehensive plan.*

**Finding:** The area surrounding the subject property was included in the Powell Butte Study as area 2-4. Attachment C is a map showing the 2-4 area as it was designated in Ordinance 219, Amendment 1. Staff has reviewed twenty-two properties surrounding the subject property, ten (10) of which are zoned EFU3; three (3) have approved nonfarm dwellings; one (1) is for tax lot purposes only; and two are owned by Crook County, location of the Powell Butte Cemetery. The remaining 12 have already been rezoned either Powell Butte Residential, PBR20 or Rural Residential, R10. Figure 2 (below)<sup>1</sup> is a visual representation of the surrounding area. The green coloring is zoned Exclusive Farm Use Zone, EFU-3, the yellow is Powell Butte Residential 20, PBR20, and the red is zoned Rural Residential, R10. The small green circles are residential addresses.

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<sup>1</sup> Figure 2 prepared via Crook County GIS.

Figure 2



*(d) That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question.*

**Finding:** The request is to rezone the property to a R10 designation as was recorded in Ordinance 127, Amendment 1. The rezoning is optional for property owners. The property was included in the adopted area 2-4 for rezoning through the Powell Butte study as Irrevocably Committed to uses other than exclusive farm use which was the previous zoning of EFU3.

## VI. PROCEDURAL STATUS

The Applicant submitted an application for this map amendment on May 29, 2024. The application was deemed complete on June 29, 2024. The Planning Commission is tasked with making a decision of approval or denial for the proposed Zone Map Amendment as outlined in CCC18.172.010.

The Planning Commission's first evidentiary hearing for this request was held on September 11, 2024. The required Post Acknowledgement Plan Amendment notice was sent to the Department of Land Conservation and Development on July 24, 2024 (DLCD File No. 002-24). Newspaper notice of the first evidentiary hearing was published in the Central Oregonian on August 20, 2024. Neighbor notice of the first evidentiary hearing was mailed on August 22, 2024. A continuance was requested at the September 11, 2024, hearing to a date and time certain for deliberations only of October 23, 2024.

## VII. Comprehensive Plan/Powell Butte Study

### A. Powell Butte Study, Crook County Comprehensive Plan

The Comprehensive Plan includes a summary of the Powell Butte Study which identified lands in the Powell Butte area that were approved through the exceptions process. There were a number of policies that were adopted into the Comprehensive Plan, however as the mandate for periodic review of County Comprehensive Plan stopped, the implementation for some of the adopted policies did not happen. Language from the Comprehensive Plan is below.

*"In 1997 and 1998, the County commissioned a general study of the Powell Butte area in southwestern Crook County. The result of that study was the adoption of a series of amendments to the Comprehensive Plan in Ordinances No. 126, 127, 128, 130, 131, 132, 133, and 134, as individual sections of the Powell Butte area were redesignated from Exclusive Farm Use to other land uses through the exceptions process. These amendments were challenged in the Land Use Board of Appeals by interested parties and the Land Use Board of Appeals remanded a number of the ordinances back to the County for further work. This resulted in a number of minor amendments, including Ordinance No. 127, Amendment #1; Ordinance No. 131, Amendment #1; Ordinance No. 132, Amendment No. 1; Ordinance No. 133, Amendment #1, which resulted in the outright appeal of Ordinances No. 131, 133, and 134, and some modified policies governing the Powell Butte area which are reproduced below.*

*The following policies are adopted as a part of the Crook County Comprehensive Plan. These policies supplement and amend the Powell Butte Study to the extent that the Study is inconsistent with these policies and the Agreement. To the extent that there is any conflict between the Study and these policies or the Agreement, the Study shall automatically be modified to the extent necessary to conform the Study with these policies and the Agreement.*

*1. The Comprehensive Plan as amended provides that rural residential and nonresource development shall occur south of Highway 126 and generally north of Powell Buttes, and west of Stillman Road and east of Study Area 2-2. [Subject property meets this policy]*

*The specific areas to be reclassified and rezoned are those areas designated as Areas 1-2, 2-1 (as amended), 2-2 (as amended), 2-3 (as amended), and 2-4 (as amended). These areas are specifically described in Ordinances 126 (Area 2-3); 127 (Area 2-4); 128 (Area 2-1); 130 (Area 1-2); and 132 (Area 2-2). The land contained within these areas is hereinafter referred to as "the Area to be rezoned." [Subject property meets this policy]*



*Except of uses permitted outright and by conditional use in the EFU-3 Zone, other lands shall be maintained as exclusive farm uses consistent with Policy 2 below. Rezoning of land other than “the Area to be rezoned” are inconsistent with the Comprehensive Plan. In this regard, Ordinances 131 (Area 1-1) and Ordinance 133 (Area 3-1) are repealed by separate ordinances because the rezoning of that land is inconsistent with this provision of the Comprehensive Plan. Ordinance No. 134 which pertains to Area 3-2 is being repealed as that area is being reserved for the City of Prineville’s future industrial growth. [NA]*

*2. The County will not initiate additional exceptions or nonresource designations within the Powell Butte Study Area until the next periodic review. The foregoing does not create an expectation that rezonings will necessarily occur at the next periodic plan review and does not create an obligation on the part of the County to rezone any EFU land at any time. The County may, however, consider a proposal(s) to expand the urban growth boundary of the City of Prineville in conjunction with an annexation into Area 3-2 for the purpose of providing an adequate supply of industrial land prior to the next periodic review. [NA]*

*3. The land north of Highway 126 shall be retained as exclusive farm use as that land is composed of large parcels and contains less rural residential development than the area south of the highway. For the purpose of this policy, all of Area 1-2 is deemed to be located south of the Highway 126, notwithstanding that a small portion of Area 1-2 is physically located to the north of that Highway. [NA]*

*4. The County shall adopt a new rural residential zoning district for Area 2-3 which imposes a minimum lot size and density consistent with Section Two of this Ordinance. [NA]*

*5. The zoning ordinance for Area 2-3 shall contain a 250-foot setback requirement from adjacent exclusive farm use zoned land. [NA]*

*This setback shall not apply when the adjacent land is owned by a governmental entity, e.g. the Bureau of Land Management, or is adjacent to land already approved for non-farm use. [NA]*

*In those cases, the minimum setback shall be the setback already established for dwellings in an EFU zone or if no such setback has been established, then the setback shall be and hereby is established as one hundred (100) feet. [NA]*

*The 250 foot setback shall be adopted simultaneously with adopting the new zoning ordinance. If the imposition of this setback makes land undevelopable, then Crook County shall require the maximum achievable setback. [NA]*

*The County shall investigate declaring an ordinance violation to be a “nuisance” thereby allowing a private party to bring suit enforcing the county’s ordinance provisions. [NA]*

6. *The County shall require, as a condition of development approval, that all new rural residential development in the Powell Butte area pay system development charges (SDC's) necessitated by Powell Butte rural residential development. The County currently funds road improvements from the earnings it receives from invested timber receipts. Prior to using property tax receipts for road improvements, the County shall adopt SDC's sufficient to cover one hundred percent (100%) of the applicable road capital improvements required to support new rural residential development in Powell Butte.*

*In this regard, the County shall promptly adopt a system development charge ordinance to assess a road system development charge on new development. The amount of this system development charge shall be sufficient to recover a significant portion of the capital costs of road improvements required as a result of rural residential development in Powell Butte. Nothing in this ordinance shall preclude the County from applying system development charges to other classes of property or in other areas of Crook County. In the event that a developer desires to proceed with development prior to the adoption of the system development charge ordinance, he or she shall pay the sum of \$2,000 per single family dwelling at the time of building permit issuance. In the event that the adopted system development charge is less than \$2,000, the difference shall be refunded to the developer without interest. In the event that the adopted system development charge exceeds \$2,000, the developer shall be obligated to pay the difference. [policy not implemented]*

7. *The County shall comply with the transportation planning rule when it adopts the zoning ordinances. [the adopted Transportation System Plan adheres to the transportation planning rule]*

8. *The zoning ordinances shall require developers to execute covenants of nonremonstrance in respect to all farm operations in favor of adjacent EFU land. These covenants shall be in the form of equitable servitudes and shall be binding on all heirs, devisees, legatees, vendees, and successors in interest of the developers. The County shall require such covenants to be executed and recorded at the time the building permit is issued. [will be a condition of approval for any subdivision of the parcel and upon development]*

9. *The County will develop its zoning and land development ordinances utilizing the Gannet Study ("Groundwater Availability In The Powell Buttes Area, Central Oregon" Groundwater Report No. 32) recommendations on accessibility of groundwater in the Powell Butte Areas, and will require access to the regional water supply as a condition of development, or use of water from a district or public utility. Private exempt wells in existence prior to March 1, 2000 shall be exempt from the requirements contained in the zoning and land development ordinances pertaining to wells." (pages 66-69) [provision is currently codified in the PBR20 zone only]*

## VIII. CONCLUSION

The Planning Commission determined the Applicant met the burden of proof necessary to change the zoning of the subject property from Exclusive Farm Use to Rural Residential, R10, through effectively demonstrating compliance with the applicable criteria.

### Attachments

- A. Vicinity Map
- B. Crook County Ordinance No. 127 and Amendment No. 1
- C. Powell Butte Study of Area 2-4

Dated this 1 day of November, 2024



Michael Warren, Planning Commission Chair



Katie McDonald, Senior Planner

Crook County Planning Department

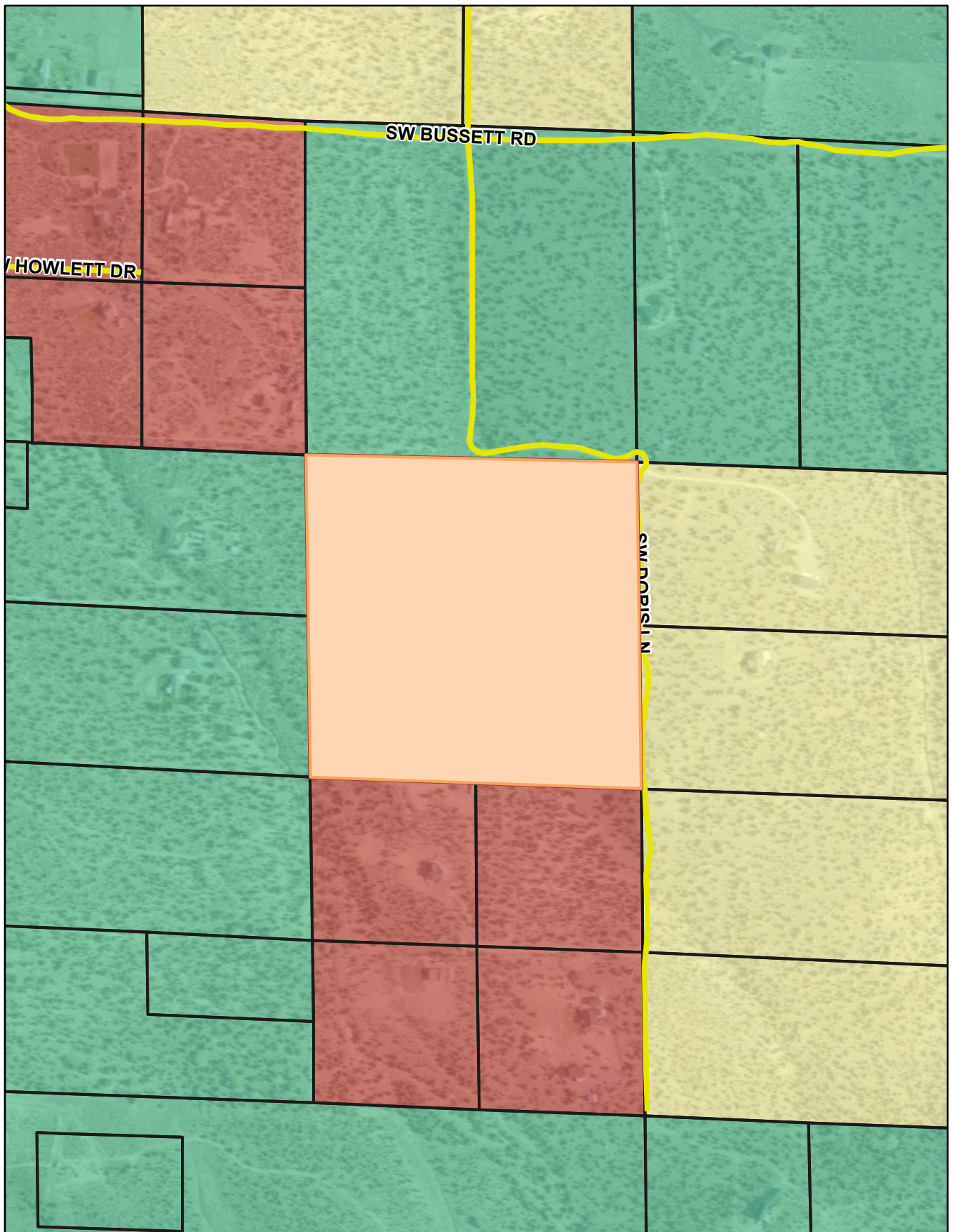
The above approval may be appealed in writing to the Crook County Court no later than 4:00 pm on November 12, 2024 (twelve calendar days from the effective date of this approval) on payment of the required appeal fee. The appellant must also provide written transcripts of the relevant meeting tapes at the appellant's expense.

Appeals must be submitted to the Crook County Planning Department, 300 NE 3<sup>rd</sup> Street, Prineville, OR, and must be received together with the appeal fee by the Planning Department no later than the above time and date.

Cc: Applicant/Agent  
Property Owners within 750'  
Parties of Record  
Crook County Departments  
Crook County Fire and Rescue

EXHIBIT C

**Zoning Map**



Disclaimer: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES OR THE AUTHORITATIVE AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-3930.



**Crook County GIS**  
GEOGRAPHIC INFORMATION SYSTEMS

EXHIBIT D

**Ordinance 127, Amendment 1**

ORDINANCE NO. 127 Amend. No. 1

AN ORDINANCE OF THE CROOK COUNTY COURT TO ADOPT AMENDMENTS TO THE COUNTY'S COMPREHENSIVE PLAN CONCERNING POWELL BUTTE AND TO AMEND ORDINANCE NO. 127 IN ACCORDANCE WITH THE FINAL DECISION BY THE LAND USE BOARD OF APPEALS REMANDING ORDINANCE NO. 127, AND DECLARING AN EMERGENCY.

WHEREAS, over a period of years, Crook County has conducted a comprehensive study of proper land use classifications for lands in Powell Butte; and

WHEREAS, in December 1998 and February 1999, the County Court adopted eight ordinances reclassifying different areas of Powell Butte from exclusive farm use to either a nonresource or rural residential classification. One of those ordinances was Ordinance No. 127 which provided for the redesignation of Area 2-4 from exclusive farm use to rural residential zoning;

WHEREAS, all eight ordinances were appealed to LUBA separately and by multiple parties. The appeals of Ordinance No. 127 were given Case Nos. 98-221 and 98-224;

WHEREAS, all of the appeals were submitted to mediation pursuant to ORS 197.860 among the parties to the appeal;

WHEREAS, as a result of the mediation process, the parties have reached an agreement as to all the appeals, ("the Agreement"), and have thereby agreed that Ordinance No. 127 should be amended in the manner set forth in this ordinance and LUBA has adopted the parties' agreement remanding Ordinance No. 127 with instructions to adopt the below amendments;

NOW, THEREFORE, this 26<sup>TH</sup> day of JULY, 2000, the Crook County Court ordains as follows:

Section One. The Agreement including all its exhibits is hereby adopted by reference and is included herein as if fully set forth.

The Crook County Comprehensive Plan is amended to designate the land within Area 2-4 as an exception to Statewide Planning Goal 3. Area 2-4 consists of the land as depicted on the map attached to this Ordinance as Exhibit "1" and as more specifically described as follows:

Legal Description "B" -- Zone NR-20

Lands located in Sections 2, 3 and 10, Township 16 South, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the ¼ corner common to Sections 2 and 3, thence South along the East line of said Section 3 to the Northwest corner of the South one-half of the Southwest one-quarter (S½ SW¼) of said Section 2; thence East along the North line of said S½ SW¼ to the Northeast corner thereof; thence South along the East line of said S½ SW¼ to the ¼ corner common to Sections 2 and 11; thence West along the South line of said Section 2 to the corner common to Sections 2, 3 10 and 11; thence South along the East line of said Section 10 to the Southeast corner of the Northeast one-

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(5pgs)

quarter of the Southeast one-quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ); thence West along the South line of said NE $\frac{1}{4}$  SE $\frac{1}{4}$  to the Southwest corner thereof; thence North along the West line of said NE $\frac{1}{4}$  SE $\frac{1}{4}$  to the Northwest corner thereof; thence West along the South line of the North one-half (N $\frac{1}{2}$ ) of said Section 10 to the Southwest corner of the East one-half of the Northwest one-quarter (E $\frac{1}{2}$  NW $\frac{1}{4}$ ); thence North along the West line of said E $\frac{1}{2}$  NW $\frac{1}{4}$  to the Northwest corner thereof; thence North on the West line of the East one-half of the Southwest one-quarter (E $\frac{1}{2}$  SW $\frac{1}{4}$ ) of said Section 3 to the Northwest corner thereof; thence East along the North line of the South one-half (S $\frac{1}{2}$ ) of said Section 3 to the Point of Beginning.

Legal Description "C" - Zone NR-20

Lands located in Section 11, Township 16 south, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of the Southwest one-quarter of the Northeast one-quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of said Section 11, thence North along the West line of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  to the Northwest corner thereof; thence East along the North line of said SW $\frac{1}{4}$  NW $\frac{1}{4}$  to the Northeast corner thereof; thence south along the East line thereof to the Southeast corner thereof; thence South along the East line of the Northwest one-quarter of the Southeast one-quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ) to the Southeast corner thereof; thence West along the South line of said NW $\frac{1}{4}$  SE $\frac{1}{4}$  to the Southwest corner thereof; thence North along the West line of said NW $\frac{1}{4}$  SE $\frac{1}{4}$  to the Point of Beginning.

Legal Description "I" - Zone NR-10

Lands located in Section 3, Township 16 South, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the North section corner common to Sections 2 and 3, thence South along the East line of said Section 3 to the Southeast corner of Government Lot 1; thence West along the South line of Government Lots 1, 2 and 3 to the Southwest corner of Government Lot 3; thence North along the West line of said Government Lot 3 to the Northwest Corner of said Government Lot 3; thence East along the North line of said Section 3 to the Point of Beginning.

Legal Description "J" - Zone NR-10

Lands located in Section 11, Township 16 South, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the corner common to Sections 2, 3 10 and 11, thence East along the North line of said Section 11 to the Northeast corner of the West one-half (W $\frac{1}{2}$ ) of said Section 11; thence South along the East line of said W $\frac{1}{2}$  to the Southeast corner of the North one-half of the South one-half (N $\frac{1}{2}$  S $\frac{1}{2}$ ) of said Section 11; thence West along the South line of said N $\frac{1}{2}$  S $\frac{1}{2}$  to the Southwest corner thereof; thence North along the West line of Section 11 to the Point of Beginning.

Section Two. The residential density and minimum lot size for Area 2-4 shall be one (1) single family dwelling per twenty (20) gross acres in legal descriptions B and C and shall be one (1) single family dwelling per ten (10) gross acres in legal description I and J.

Section Three. The following policies are adopted as a part of the Crook County Comprehensive Plan. These policies supplement and amend the Powell Butte Study to the extent that the Study is inconsistent with these policies and the Agreement. To the extent that there is any conflict between the Study and these policies or the Agreement, the Study shall automatically be modified to the extent necessary to conform the Study with these policies and the Agreement.



1. The Comprehensive Plan as amended provides that rural residential and nonresource development shall occur south of Highway 126 and generally north of Powell Buttes, and west of Stillman Road and east of Study Area 2-2.

The specific areas to be reclassified and rezoned are those areas designated as Areas 1-2, 2-1 (as amended), 2-2 (as amended), 2-3 (as amended), and 2-4 (as amended). These areas are specifically described in Ordinances 126 (Area 2-3); 127 (Area 2-4); 128 (Area 2-1); 130 (Area 1-2); and 132 (Area 2-2). The land contained within these areas is hereinafter referred to as "the Area to be rezoned."

Except for uses permitted outright and by conditional use in the EFU-3 Zone, other lands shall be maintained as exclusive farm use consistent with Policy 2 below. Rezoning of land other than "the Area to be rezoned" are inconsistent with the Comprehensive Plan. In this regard, Ordinances 131 (Area 1-1) and Ordinance 133 (Area 3-1) are repealed by separate ordinances because the rezoning of that land is inconsistent with this provision of the Comprehensive Plan. Ordinance No. 134 which pertains to Area 3-2 is being repealed as that area is being reserved for the City of Prineville's future industrial growth.

2. The County will not initiate additional exceptions or nonresource designations within the Powell Butte Study Area until the next periodic review. The foregoing does not create an expectation that rezonings will necessarily occur at the next periodic plan review and does not create an obligation on the part of the County to rezone any EFU land at any time. The County may, however, consider a proposal(s) to expand the urban growth boundary of the City of Prineville in conjunction with an annexation into Area 3-2 for the purpose of providing an adequate supply of industrial land prior to the next periodic review.

3. The land north of Highway 126 shall be retained as exclusive farm use as that land is composed of large parcels and contains less rural residential development than the area south of the highway. For the purpose of this policy, all of Area 1-2 is deemed to be located south of the Highway 126, notwithstanding that a small portion of Area 1-2 is physically located to the north of that Highway.

4. The County shall adopt a new rural residential zoning district for Area 2-4 which imposes a density and minimum lot size consistent with Section Two of this Ordinance.

5. The zoning ordinance for Area 2-4 shall contain a 250-foot setback requirement from adjacent exclusive farm use zoned land.

This setback shall not apply when the adjacent land is owned by a governmental entity, e.g. the Bureau of Land Management, or is adjacent to land already approved for non-farm use.

In those cases, the minimum setback shall be the setback already established for dwellings in an EFU zone or if no such setback has been established, then the setback shall be and hereby is established as one hundred (100) feet.

The 250 foot setback shall be adopted simultaneously with adopting the new zoning ordinance. If the imposition of this setback makes land undevelopable, then Crook County shall require the maximum achievable setback.

The County shall investigate declaring an ordinance violation to be a "nuisance" thereby allowing a private party to bring suit enforcing the county's ordinance provisions.

6. The County shall require, as a condition of development approval, that all new rural residential development in the Powell Butte area pay system development charges (SDC's) necessitated by Powell Butte rural residential development. The County currently funds road improvements from the earnings it receives from invested timber receipts. Prior to using property tax receipts for road improvements, the County shall adopt SDC's sufficient to cover one hundred percent (100%) of the applicable road capital improvements required to support new rural residential development in Powell Butte.

In this regard, the County shall promptly adopt a system development charge ordinance to assess a road system development charge on new development. The amount of this system development charge shall be sufficient to recover a significant portion of the capital costs of road improvements required as a result of rural residential development in Powell Butte. Nothing in this ordinance shall preclude the County from applying system development charges to other classes of property or in other areas of Crook County. In the event that a developer desires to proceed with development prior to the adoption of the system development charge ordinance, he or she shall pay the sum of \$2,000 per single family dwelling at the time of building permit issuance. In the event that the adopted system development charge is less than \$2,000, the difference shall be refunded to the developer without interest. In the event that the adopted system development charge exceeds \$2,000, the developer shall be obligated to pay the difference.

7. The County shall comply with the transportation planning rule when it adopts the zoning ordinances.

8. The zoning ordinances shall require developers to execute covenants of nonremonstrance in respect to all farm operations in favor of adjacent EFU land. These covenants shall be in the form of equitable servitudes and shall be binding on all heirs, devisees, legatees, vendees, and successors in interest of the developers. The County shall require such covenants to be executed and recorded at the time the building permit is issued.

9. The County will develop its zoning and land development ordinances utilizing the Gannet Study ("Groundwater Availability In The Powell Buttes Area, Central Oregon" Groundwater Report No. 32) recommendations on accessibility of groundwater in the Powell Butte Areas, and will require access to the regional water supply as a condition of development, or use of water from a water district or public utility. Private exempt wells in existence prior to March 1, 2000 shall be exempt from the requirements contained in the zoning and land development ordinances pertaining to wells.

Section Four. This ordinance shall serve as the County's decision on remand from LUBA Case Nos. 98-221 and 98-224.

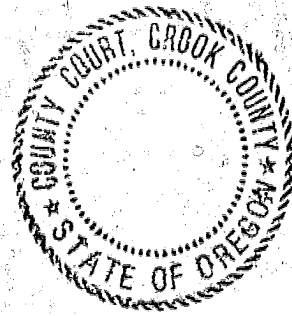
Section Five. This ordinance shall become effective immediately as an emergency exists.

CROOK COUNTY

*Fred W. Rodgers*  
Judge Fred Rodgers

*Mike McCabe*  
Commissioner Mike McCabe

*Jerry Crafton*  
Commissioner Jerry Crafton



KEY PUNCHED

JUL 31 2000

STATE OF OREGON } ss 156817  
COUNTY OF CROOK }  
I CERTIFY THAT THE WITHIN INSTRUMENT WAS  
RECEIVED FOR RECORD ON THE 27<sup>th</sup> DAY OF  
July, 2000 AT 9:00 A. M.  
AND RECORDED IN CJRNL  
RECORDS OF SAID COUNTY MF NO. 156817  
DEANNA E. BERMAN, CROOK COUNTY CLERK  
BY *Deanna E. Berman* DEPUTY  
N/C