



CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, April 2, 2025 at 9:00 am

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

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

PUBLIC COMMENT

Please note that each speaker is limited to a maximum of five (5) minutes. This guideline helps ensure that everyone has an equal opportunity to speak.

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. Approval of Annual Financial Assurance Update and Recertification for Landfill**
- 2. Allocate \$13,000 of Title III Funds for Continued Fire Prevention and Noxious Vegetation Control in Juniper Canyon under Firewise Communities Initiative**
- 3. Expend up to \$115,000 of Title III (Secure Rural Schools) Federal funds to purchase and upfit a one ton pickup for Search and Rescue**
- 4. Community Mental Health Provider Contract 2025 Amendment with PacificSource**
- 5. Oregon Dept. of Forestry IGA for leasing ramp space at Airport for Fire season**

DISCUSSION

- 6. Employee Recognition Program Update and April 2025 Milestone Anniversary Recognition**

Requester: Breyanna Cupp
Executive Assistant

- 7. Child Abuse Prevention Month**

Requester: Terra Tyger
Regional Programs Manager, KIDS Center

- 8. Request for Continued Support from Crook County Board of Commissioners for Rural**

Firefighting Efforts by Post-Paulina Rangeland Fire Protection Association

Requester: Melissa Hartzell

Post-Paulina Rangeland Fire Protection Association

9. Consider Approval of Order 2025-08 In the matter of the appointment to the Crook County Elected Official Compensation Committee

Requester: Christina Haron

Finance Director

10. Collective Bargaining Agreement with American Federation of State, County and Municipal Employees Council 75 for July 1, 2024 through June 30, 2027

Requester: Eric Blaine

Presenters: Eric Blaine / Brad Haynes

11. Chip Seal Rock Crush Bid Results

Requester: Brad Haynes

Road Superintendent

12. Appointment of a board member for the Crook County Road Agency

Requester: Eric Blaine

County Counsel

MANAGER REPORT

COMMISSIONER UPDATES

PUBLIC COMMENT

Please note that each speaker is limited to a maximum of five (5) minutes. This guideline helps ensure that everyone has an equal opportunity to speak.

EXECUTIVE SESSION

None Scheduled

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.

Contact: Brian Barney (brian.barney@crookcountyor.gov (541) 447-6555) | Agenda published on 03/27/2025 at 11:58 AM



Agenda Item Request

Date:

March 18, 2025

Meeting date desired:

March 26, 2025 – Work Session & April 2, 2025 Regular Meeting

Subject:

Consider approval of annual financial assurance update and recertification for Landfill

Background and policy implications:

This reporting is required annually by DEQ and requires a notarized signature by the County Board of Commissioners Chair.

Budget/fiscal impacts:

NA

Requested by:

Christina Haron, CPA, Crook County Finance Director

Presenters:

Christina Haron, CPA, Crook County Finance Director

Legal review (only if requested):

Legal has prepared the letter requiring notarization



Crook County

300 NE 3rd Street • Prineville, Oregon 97754
Phone (541) 416-6555 • FAX (541) 416-3891

April 2, 2025

SENT VIA EMAIL ALSO: Todd.HESSE@deq.oregon.gov

Manager
DEQ Eastern Region
400 E. Scenic Drive Ste 307
The Dalles, OR 97058

**Re: Annual Financial Assurance Update & Recertification – Crook County Landfill
DEQ Solid Waste Disposal Site Permit No. 74 (Crook County)
Our File No: Landfill 38(B)**

Dear Sir or Madam:

I am the Chair of the Crook County Board of Commissioners, 300 NE 3rd Street, Prineville, OR 97754 (hereinafter “Permittee”). By this letter I certify that Permittee continues to assure payment of all costs associated with closure and post-closure care (together hereinafter “costs”) of the Crook County Landfill specified in DEQ Permit No. 74, as required by OAR 340-94-0140 and 0145. As the Board of Commissioners Chair, I possess the requisite authority to commit Permittee to this certification and acknowledge that this certification is an ongoing, continuing, and binding obligation of Permittee.

Permittee certifies that all costs have been derived using the best procedures available, that all factors affecting costs have been reviewed within the past twelve (12) months and that all required changes or modifications to costs have been made. If any future costs have been discounted to present value, the discount rate applied is less than or equal to the DEQ Reference Rate for the current year, and all other discounting requirements contained in OAR 340 have been met.

Permittee has chosen to assure payment of costs through use of the Local Government Financial Test. Permittee certifies that the Local Government Financial Test is adequate in amount to cover costs, including any required changes or additions thereto, is in the exact format specified and in all other respects continues to meet the requirements of OAR 340. Permittee certifies that it continues to meet all Federal and State of Oregon requirements of whatever nature to assure the payment of costs.

///

I swear (or attest) that the foregoing statement is true, accurate, and complete.

Brian Barney
Crook County Commissioner

DATE

STATE OF OREGON)
) ss.
County of Crook)

On this _____ day of March 2025, the above-named Brian Barney, on behalf of Crook County, appeared and acknowledged the foregoing instrument to be his voluntary act and deed.

NOTARY PUBLIC FOR OREGON

Encls.:

- Annual Recertification of Financial Assurance for the Crook County Landfill issued by Christina Haron, Finance Director
- Independent Accountant’s Report (Agreed-Upon Procedures) Clear Trail CPAs

Cc: Jacquie Davis, Landfill (w/encl.)
Christina Haron, Finance (w/encl.)
County Board of Commissioners (w/encl.)

CROOK COUNTY

Treasurer-Finance-Tax Department

200 NE Second Street • Prineville, OR 97754 • Phone: 541.447.6554 • Fax 541.447.3069



March 14, 2025

Solid Waste Program Manager
DEQ Eastern Region
400 E Scenic Drive, Suite 307
The Dalles, OR 97058

Re: *ANNUAL RECERTIFICATION OF FINANCIAL ASSURANCE FOR THE CROOK COUNTY LANDFILL*

I am the Finance Director of Crook County, Oregon and am authorized to commit Crook County to the terms of this letter. This letter is in support of Crook County's use of the Local Government Financial Test to demonstrate financial assurance for the closure or post-closure plan permit financial requirements or required corrective action report at the Crook County Landfill, DEQ Permit No. 74.

Crook County prepares its financial statement according to generally accepted accounting principles. Crook County is not in default on any of its general obligation bonds and has no general obligation bonds outstanding rated at less than investment grade by Moody's Investor Service or Standard and Poor's Ratings Group.

Crook County will disclose the existence and estimated amount of closure and post-closure costs assured in the Comprehensive Annual Financial Report covering the current fiscal year and in each subsequent Comprehensive Annual Financial Report. If at any time Crook County cannot meet any requirement of this financial test, or if it receives a qualified audit from its outside auditor, it will immediately notify the Administrator and will provide an alternate financial assurance mechanism acceptable to the Administrator within 210 days of the end of the fiscal year in which such notice is given.

The estimated total current cost of the landfill closure and post-closure care reported in the Comprehensive Annual Financial Report covering the 2022 fiscal year of \$2,924,613 is based upon 74 percent usage as of the end of the 2022 fiscal year. The actual estimated closure and post closure cost adjusted for inflation is higher than that number at \$4,105,948 due to 0 percent of the landfill being under final cover at the end of the 2022 fiscal year. That difference does not have an effect on Crook County meeting the required tests as discussed in this document and the agreed upon procedures letter.

Crook County has not had an operating deficit greater than 5% of revenue in more than one of the two fiscal years immediately passed.

| | | |
|-----------------------------|---------------------------------|---------------------------------|
| OPERATING (SURPLUS)/DEFICIT | FISCAL YEAR <u>2023-2024</u> | FISCAL YEAR <u>2022-2023</u> |
| | (\$9,103,132) | (\$9,548,242) |

| | | |
|------------|---------------------------------|---------------------------------|
| TOTAL CASH | FISCAL YEAR <u>2023-2024</u> | FISCAL YEAR <u>2022-2023</u> |
| | \$78,874,806 | \$96,236,761 |

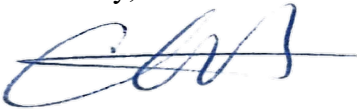
Crook County is adequately liquid in that its liquid assets (cash plus marketable securities) are equal to or greater than 5% of expenditures for fiscal year 2023-2024, cash plus marketable securities totaled \$18,690,069, expenditures totaled \$40,690,069, resulting in a total percentage of cash plus marketable securities over total expenditures of 46.02%.

Crook County is not excessively burdened with debt. Annual debt service payments are no more than 20% of total expenditures. For fiscal year 2023-2024, annual debt service totaled \$1,169,874; total expenditures equal \$40,608,711 for a total percentage of annual debt service over total expenditure of 2.88%.

Environmental obligations do not consume a disproportionate share of Crook County revenues. All Crook County environmental obligations, including guarantees of third-party obligations, do not exceed 43% of revenues. Environmental obligations total \$4,086,892. Revenues for fiscal year 2023-2024 total \$49,711,843, resulting in environmental obligations over total revenues of 8.22%.

The agreed upon procedures letter shall be prepared in accordance with standards established by the American Institute of Certified Public Accountants and shall specify that the figures used in determining that the local government meets the local government financial test requirements are the same as the figures in the local governments referenced Comprehensive Annual Financial Report.

Sincerely,



Christina Haron, CPA
Crook County Acting Finance Director

The Crook County FY24 Audited Financial Statements are available at the following link:

https://co.crook.or.us/sites/default/files/fileattachments/treasurer_amp_finance/page/8622/crook_county_financial_report_2024_-_final.pdf

If you require a paper copy of the audited financial statements, please contact our office at 541-447-6554 or christina.haron@crookcountyor.gov.



February 14, 2025

INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES

Crook County
Prineville, Oregon

We have performed the procedures enumerated below, solely to assist the specified parties in evaluating Crook County's compliance with Oregon Department of Environmental Quality OAR 340-094-0145(6)(g) and Federal Environmental Protection Agency 40 CFR part 258 regulations for financial assurance of closure and post-closure care activities of the municipal solid waste landfills operated by Crook County during the year ended June 30, 2024. Crook County's management is responsible for their compliance with those requirements.

Crook County has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assistance in the evaluation of Crook County's compliance with the requirements noted above. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

We compared amounts used by Crook County to calculate the local government financial test, to demonstrate financial assurance, to Crook County's audited financial statements as of and for the year ended June 30, 2024. Our findings are as follows:

Crook County has not operated at a deficit of greater than 5% of annual revenue in either of the past 2 years. Crook County had an operating surplus of 19.33% in fiscal year 2022-2023 and 18.31% in fiscal year 2023-2024.

| Table 1 | 2024 | 2023 |
|---|---------------|---------------|
| Operating surplus (deficit) | \$ 9,103,132 | \$ 9,548,242 |
| Operating surplus (deficit) percentage | 18.31% | 19.33% |
| Total revenue (see Exhibit A for 2024) | \$ 49,711,843 | \$ 49,400,942 |
| Total expenditures (see Exhibit B for 2024) | \$ 40,608,711 | \$ 39,852,700 |

Crook County has a ratio of available cash plus marketable securities to total expenditures of greater than 5%. As of June 30, 2024, Crook County has a ratio of available cash and marketable securities, defined as general fund and landfill fund cash and marketable securities to total expenditures, (See Exhibit B) of 46.02%.

| Table 2 | 2024 |
|---|---------------|
| Available cash and marketable securities | \$ 18,690,069 |
| Total Expenditures | \$ 40,608,711 |
| Ratio of cash and marketable securities to total expenditures | 46.02% |

Crook County has a ratio of annual debt service to total expenditures less than or equal to 20%. As of June 30, 2024 Crook County has a ratio of debt service to total expenditures (See Exhibit B) of 2.88%.

| Table 3 | 2024 |
|---|---------------|
| Annual debt service payments | \$ 1,169,874 |
| Total Expenditures | \$ 40,608,711 |
| Ratio of annual debt service payments to total expenditures | 2.88% |

The total environmental obligations to be assured with the local government financial test do not exceed 43% of Crook County’s annual revenue. As of June 30, 2024, the total environmental obligations of Crook County were 8.22% of annual revenue (see Exhibit A).

| Table 4 | 2024 |
|---|---------------|
| Total Environmental obligations | \$ 4,086,892 |
| Total revenue | \$ 49,711,843 |
| Ratio of total environmental obligations to total revenue | 8.22% |

Total Revenues were calculated as follows:

| EXHIBIT A - Total Revenue | 2024 |
|---------------------------------------|---------------|
| Governmental Funds Total Revenue | \$ 52,347,695 |
| Less: Internal Service Charges | (6,742,167) |
| Less: Fed Pass Through | (2,223,796) |
| Business-Type Funds Operating Revenue | 6,330,111 |
| Total Revenue | \$ 49,711,843 |

Total Expenditures were calculated as follows:

| EXHIBIT B - Total Expenditures | 2024 |
|--|---------------|
| Governmental Fund Total Expenditures | \$ 74,436,128 |
| Less: Governmental Fund Capital Outlay | (31,209,979) |
| Less: Governmental Fund Debt Service | (595,600) |
| Business-Type Funds Expenditures | 5,294,603 |
| Less: Business-Type Funds Debt Service | (574,274) |
| Less: Internal Service Charges | (6,742,167) |
| | \$ 40,608,711 |

We were engaged by Crook County to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an audit or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the specified elements, accounts or items. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of Crook County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the use of Crook County and the Oregon Department of Environmental Quality, and is not intended to be and should not be used by anyone other than those specified parties.

A handwritten signature in black ink, appearing to read "Kenny Allen". The signature is fluid and cursive, with a large initial "K" and a long, sweeping underline.

KENNY ALLEN, CPA
CLEAR TRAIL CPAs

CROOK COUNTY LANDFILL

Estimated Cost for Closure

A closure cost estimate completed in March 2013 was \$1,886,938. The scope of work, design, and facility conditions have NOT changed since this cost estimate was completed.

The inflation-adjusted cost for June 2024 (Q-II) is calculated as follows utilizing the GDP Implicit Price Deflator:

Implicit price deflator value for 2024 Quarter II value = 126.318

Implicit price deflator value for 2013 Quarter II value = 101.428

Inflation-adjusted cost estimate as of June 2024 = \$2,349,985

$\$1,886,938 \times (126.318/101.428) = \$2,349,984$

Estimated Cost for Post-Closure

A post-closure cost estimate completed in March 2013 was \$1,394,663. The scope of work, design, and facility conditions have NOT changed since this cost estimate was completed.

The inflation-adjusted cost for June 2024 (Q-II) is calculated as follows utilizing the GDP Implicit Price Deflator:

Implicit price deflator value for 2024 Quarter II value = 126.318

Implicit price deflator value for 2013 Quarter II value = 101.428

Inflation-adjusted cost estimate as of June 2024 = \$1,736,907

$\$1,394,663 \times (126.318/101.428) = \$1,736,906$

CROOK COUNTY, OREGON
STATEMENT OF NET POSITION
AT JUNE 30, 2024

| | <u>GOVERNMENTAL ACTIVITIES</u> | <u>BUSINESS-TYPE ACTIVITIES</u> | <u>TOTAL</u> |
|--|------------------------------------|-------------------------------------|----------------------|
| ASSETS | | | |
| Current assets: | | | |
| Cash and investments | \$ 69,622,833 | \$ 9,251,973 | \$ 78,874,806 |
| Accounts receivable | 2,343,802 | 724,990 | 3,068,792 |
| Property taxes receivable | 619,680 | - | 619,680 |
| Prepaid | 9,628 | - | 9,628 |
| Inventories | 1,535,049 | - | 1,535,049 |
| Lease receivable | 6,470,341 | 5,970,560 | 12,440,901 |
| Total current assets | <u>80,601,333</u> | <u>15,947,523</u> | <u>96,548,856</u> |
| Noncurrent assets: | | | |
| Capital assets | | | |
| Subscription Assets (net) | 205,132 | - | 205,132 |
| Lease assets (net) | 281,510 | - | 281,510 |
| Nondepreciable | 50,399,796 | 965,652 | 51,365,448 |
| Depreciable, net | 30,072,696 | 18,067,125 | 48,139,821 |
| Total noncurrent assets | <u>80,959,134</u> | <u>19,032,777</u> | <u>99,991,911</u> |
| TOTAL ASSETS | <u>161,560,467</u> | <u>34,980,300</u> | <u>196,540,767</u> |
| DEFERRED OUTFLOWS OF RESOURCES | | | |
| Pension related deferrals - Net pension liability | 3,582,154 | - | 3,582,154 |
| Pension related deferrals - OPEB liability GASB 75 | 71,420 | - | 71,420 |
| TOTAL DEFERRED OUTFLOWS OF RESOURCES | <u>3,653,574</u> | <u>-</u> | <u>3,653,574</u> |
| LIABILITIES | | | |
| Current liabilities: | | | |
| Accounts payable and other current liabilities | 6,888,605 | 141,525 | 7,030,130 |
| Deferred revenue | 8,476,569 | - | 8,476,569 |
| Accrued interest payable | 24,492 | 56,837 | 81,329 |
| Current portion of subscription liability | 81,600 | - | 81,600 |
| Current portion of lease liability | 115,302 | - | 115,302 |
| Current portion of bonds payable (net of premium) | 602,129 | 158,095 | 760,224 |
| Current portion of notes payable | - | 11,698 | 11,698 |
| Accrued compensated absences | 1,170,342 | 45,748 | 1,216,090 |
| Total current liabilities | <u>17,359,039</u> | <u>413,903</u> | <u>17,772,942</u> |
| Noncurrent liabilities: | | | |
| Landfill postclosure costs | - | 4,086,892 | 4,086,892 |
| Noncurrent portion of subscription liability | 70,007 | - | 70,007 |
| Noncurrent portion of lease liability | 170,231 | - | 170,231 |
| Noncurrent portion of bonds payable (net of premium) | 54,742,692 | 5,290,004 | 60,032,696 |
| Noncurrent portion of note payable | 380,000 | 368,352 | 748,352 |
| Other post employment liability | 575,182 | - | 575,182 |
| Net pension liability | 6,557,574 | - | 6,557,574 |
| Total noncurrent liabilities | <u>62,495,686</u> | <u>9,745,248</u> | <u>72,240,934</u> |
| TOTAL LIABILITIES | <u>79,854,725</u> | <u>10,159,151</u> | <u>90,013,876</u> |
| DEFERRED INFLOWS OF RESOURCES | | | |
| Pension related deferrals - Net pension liability | 541,712 | - | 541,712 |
| Pension related deferrals - OPEB liability GASB 75 | 148,643 | - | 148,643 |
| Leases | 6,146,564 | 6,733,457 | 12,880,021 |
| TOTAL DEFERRED INFLOWS OF RESOURCES | <u>6,836,919</u> | <u>6,733,457</u> | <u>13,570,376</u> |
| NET POSITION | | | |
| Net investment in capital assets | 20,500,855 | 13,584,678 | 34,085,533 |
| Restricted for: | | | |
| Highways and streets | 16,680,187 | - | 16,680,187 |
| Debt service | 51,304 | - | 51,304 |
| Grant programs | 3,446,296 | - | 3,446,296 |
| Unrestricted | 37,843,755 | 4,503,014 | 42,346,769 |
| NET POSITION | <u>\$ 78,522,397</u> | <u>\$ 18,087,692</u> | <u>\$ 96,610,089</u> |

The accompanying notes are an integral part of this statement.

CROOK COUNTY, OREGON
STATEMENT OF NET POSITION
AT JUNE 30, 2024

| | GOVERNMENTAL ACTIVITIES | BUSINESS-TYPE ACTIVITIES | TOTAL |
|--|------------------------------------|-------------------------------------|----------------------|
| ASSETS | | | |
| Current assets: | | | |
| Cash and investments | \$ 87,733,037 | \$ 8,503,724 | \$ 96,236,761 |
| Accounts receivable | 2,425,562 | 386,522 | 2,812,084 |
| Property taxes receivable | 453,237 | - | 453,237 |
| Prepaid | 27,225 | - | 27,225 |
| Inventories | 1,769,016 | - | 1,769,016 |
| Lease receivable | 6,550,500 | 5,803,126 | 12,353,626 |
| Total current assets | <u>98,958,577</u> | <u>14,693,372</u> | <u>113,651,949</u> |
| Noncurrent assets: | | | |
| Capital assets | | | |
| Subscription Assets (net) | 203,024 | - | 203,024 |
| Lease assets (net) | 399,950 | 463 | 400,413 |
| Nondepreciable | 21,280,890 | 420,370 | 21,701,260 |
| Depreciable, net | 30,084,361 | 18,014,800 | 48,099,161 |
| Total noncurrent assets | <u>51,968,225</u> | <u>18,435,633</u> | <u>70,403,858</u> |
| TOTAL ASSETS | <u>150,926,802</u> | <u>33,129,005</u> | <u>184,055,807</u> |
| DEFERRED OUTFLOWS OF RESOURCES | | | |
| Pension related deferrals | <u>2,880,577</u> | <u>-</u> | <u>2,880,577</u> |
| LIABILITIES | | | |
| Current liabilities: | | | |
| Accounts payable and other current liabilities | 1,623,359 | 43,781 | 1,667,140 |
| Deferred revenue | 8,364,515 | - | 8,364,515 |
| Accrued interest payable | 24,775 | 58,193 | 82,968 |
| Current portion of subscription liability | 143,259 | - | 143,259 |
| Current portion of lease liability | 119,603 | 513 | 120,116 |
| Current portion of bonds payable (net of premium) | 582,129 | 153,095 | 735,224 |
| Accrued compensated absences | 953,260 | 54,713 | 1,007,973 |
| Total current liabilities | <u>11,810,900</u> | <u>310,295</u> | <u>12,121,195</u> |
| Noncurrent liabilities: | | | |
| Landfill postclosure costs | - | 4,282,537 | 4,282,537 |
| Noncurrent portion of subscription liability | 22,769 | - | 22,769 |
| Noncurrent portion of lease liability | 285,384 | - | 285,384 |
| Noncurrent portion of bonds payable (net of premium) | 55,344,820 | 5,448,099 | 60,792,919 |
| Other post employment liability | 522,649 | - | 522,649 |
| Net pension liability | 4,399,605 | - | 4,399,605 |
| Total noncurrent liabilities | <u>60,575,227</u> | <u>9,730,636</u> | <u>70,305,863</u> |
| TOTAL LIABILITIES | <u>72,386,127</u> | <u>10,040,931</u> | <u>82,427,058</u> |
| DEFERRED INFLOWS OF RESOURCES | | | |
| Pension related deferrals | 1,492,855 | - | 1,492,855 |
| Leases | <u>6,339,098</u> | <u>6,645,916</u> | <u>12,985,014</u> |
| TOTAL LIABILITIES | <u>7,831,953</u> | <u>6,645,916</u> | <u>14,477,869</u> |
| NET POSITION | | | |
| Net investment in capital assets | - | 12,833,926 | 12,833,926 |
| Restricted for: | | | |
| Highways and streets | 15,707,528 | - | 15,707,528 |
| Debt service | 24,718 | - | 24,718 |
| Grant programs | 4,369,043 | - | 4,369,043 |
| Unrestricted | <u>53,488,010</u> | <u>3,608,232</u> | <u>57,096,242</u> |
| NET POSITION | <u>\$ 73,589,299</u> | <u>\$ 16,442,158</u> | <u>\$ 90,031,457</u> |

(9) Defined Contribution Retirement Plan

The County sponsors a 401 (k) plan for all eligible employees except in the Sheriff's department, which are covered by the Public Employees Retirement System (Note 7). The Plan is known as the Crook County Employees 401 (k) Plan. The County contributed a flat amount of \$325 per month for each eligible employee until January 1, 2023 when contributions were updated to the greater of a flat amount of \$325 per month or 10% of gross wages for each eligible employee. In January 1, 2024, the contribution percentage was increased to 12% or \$325. The County Commissioners established the Plan and have the authority to amend the Plan as may be necessary. Employees are eligible after 500 hours of service in a six month consecutive period. Employees may also make voluntary contributions to their plan accounts within limits established by the Internal Revenue Service. Total employer and employee contributions for the year ended June 30, 2024, were \$1,196,470 and \$601,343, respectively.

(10) Risk management

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The County purchases commercial insurance for coverage of its various risks. The costs of insurance are allocated to all departments/operations throughout the County based upon estimated premium coverage for that/those particular activity or activities. Amounts of settlements have not exceeded insurance coverage in the past three years.

(11) Landfill Closure and Post-closure Care Costs

State and Federal laws and regulations require that the County Landfill place a final cover on its landfill sites and perform certain maintenance and monitoring functions at the landfill sites for a minimum of 30 years after closure. In addition to operating expenses related to current activities of the landfill sites, an expense provision and related liability are being recognized based on the future closure and post-closure care costs that will be incurred near or after the date the landfills no longer accept waste. The recognition of these landfill closure and post-closure care costs is based on the amount of the landfills used (capacity) during the year. The estimated liability for landfill closure and post-closure care costs is \$2,349,895 as of June 30, 2024, which is based on 0% under final cover. It is estimated that an additional \$1,736,907 will be recognized as closure and post-closure care expenses between the date of the balance sheet and the date the landfills are currently expected to be filled to capacity (the year 2031). The estimated total current cost of the landfill closure and post-closure care of \$4,086,892 is based on the amount that would be paid if all equipment, facilities and services required to close, monitor and maintain the landfills were acquired as of June 30, 2024. However, the actual cost of closure and post-closure care may be higher due to inflation, changes in technology or changes in landfill laws and regulations. In addition, the County is required by State and Federal laws and regulations to make annual contributions to finance closure and post-closure care. For the past several years, the County has designated resources for future closure and post-closure care and it anticipates continuing to do so. The County meets the "Local Government Financial Test" which provides financial assurance as to the County's ability to meet its financial obligations for closure and post-closure. The County is in compliance with these requirements, and at June 30, 2024, cash and investments of \$6,555,186 in the Landfill Fund are part of the pooled funds held by the County Treasurer.

(12) Commitment and Contingencies

The County is contingently liable with respect to lawsuits and other claims incidental to the ordinary course of its operations. Claims are reviewed and losses are accrued based on the judgment of County management. According to County management, based on advice of legal counsel with respect to such litigation and claims, ultimate disposition of these matters will not have a material adverse effect on the financial position or results of County operations.

CROOK COUNTY, OREGON
BALANCE SHEET
GOVERNMENTAL FUNDS
AT JUNE 30, 2024

| | General Fund | Road Fund | Community Development | Sheriff's Office | Health Fund | Reserve Fund | Capital Projects Fund | Other Governmental Funds | Total |
|--|----------------------|----------------------|-----------------------|---------------------|---------------------|---------------------|-----------------------|--------------------------|----------------------|
| ASSETS | | | | | | | | | |
| Cash and investments | \$ 12,134,883 | \$ 17,214,851 | \$ 9,672,948 | 7,482,976 | \$ 3,397,477 | \$ 727,126 | \$ 10,407,852 | \$ 6,960,878 | \$ 67,998,991 |
| Accounts receivable (net of allowance for uncollectibles) | 1,128,204 | 120,450 | 83,809 | 200,425 | 148,567 | 63,965 | - | 587,771 | 2,333,191 |
| Property taxes receivable | 564,079 | - | - | - | - | - | - | 55,601 | 619,680 |
| Prepaid | - | - | - | - | 7,128 | - | - | 2,500 | 9,628 |
| Lease receivable | - | - | - | - | - | 6,150,477 | - | - | 6,150,477 |
| Inventories | - | 1,535,049 | - | - | - | - | - | - | 1,535,049 |
| Total Assets | \$ 13,827,166 | \$ 18,870,350 | \$ 9,756,757 | \$ 7,683,401 | \$ 3,553,172 | \$ 6,941,568 | \$ 10,407,852 | \$ 7,606,750 | \$ 78,647,016 |
| LIABILITIES | | | | | | | | | |
| Accounts payable and other current liabilities | \$ 664,884 | \$ 655,114 | 138,760 | \$ 546,465 | \$ 129,910 | \$ - | \$ 4,296,320 | \$ 372,572 | \$ 6,804,025 |
| Deferred Revenue | 2,921,895 | - | - | 2,753,450 | 1,684,417 | - | 419,827 | 696,980 | 8,476,569 |
| Total Liabilities | 3,586,779 | 655,114 | 138,760 | 3,299,915 | 1,814,327 | - | 4,716,147 | 1,069,552 | 15,280,594 |
| DEFERRED INFLOWS OF RESOURCES | | | | | | | | | |
| Unavailable property tax revenue | 551,336 | - | - | - | - | - | - | 50,310 | 601,646 |
| Leases | - | - | - | - | - | 5,848,307 | - | - | 5,848,307 |
| Total Deferred Inflows of Resources | 551,336 | - | - | - | - | 5,848,307 | - | 50,310 | 6,449,953 |
| FUND BALANCES | | | | | | | | | |
| Non-spendable | | | | | | | | | |
| Prepaid | - | - | - | - | 7,128 | - | - | 2,500 | 9,628 |
| Inventory | - | 1,535,049 | - | - | - | - | - | - | 1,535,049 |
| Restricted for state and federal program: | | | | | | | | | |
| Restricted for capital projects | - | 16,680,187 | - | - | 1,731,717 | - | - | 1,707,451 | 20,119,355 |
| Restricted for debt service | - | - | - | - | - | - | 5,691,705 | - | 5,691,705 |
| Assigned | - | - | 9,617,997 | 4,383,486 | - | 1,093,261 | - | 51,304 | 19,820,377 |
| Unassigned | 9,689,051 | - | - | - | - | - | - | 4,725,633 | 9,689,051 |
| TOTAL FUND BALANCES | 9,689,051 | 18,215,236 | 9,617,997 | 4,383,486 | 1,738,845 | 1,093,261 | 5,691,705 | 6,486,888 | 56,916,469 |
| Total liabilities, deferred inflows of resources and fund balances | \$ 13,827,166 | \$ 18,870,350 | \$ 9,756,757 | \$ 7,683,401 | \$ 3,553,172 | \$ 6,941,568 | \$ 10,407,852 | \$ 7,606,750 | \$ 78,647,016 |

The accompanying notes are an integral part of this statement.

CROOK COUNTY, OREGON
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
AT JUNE 30, 2023

| | Business-Type Activities - Enterprise Funds | | | | Internal Service Fund |
|--|--|---------------------|----------------------|----------------------|------------------------------|
| | Landfill | Weed Control | Airport | TOTAL | Facilities |
| ASSETS | | | | | |
| Current assets: | | | | | |
| Cash and investments | \$ 6,555,186 | \$ 231,441 | \$ 2,465,346 | \$ 9,251,973 | \$ 1,623,842 |
| Accounts receivable | 310,739 | 1,365 | 412,886 | 724,990 | 10,611 |
| Lease receivable | 29,960 | - | 5,940,600 | 5,970,560 | 319,864 |
| Total current assets | 6,895,885 | 232,806 | 8,818,832 | 15,947,523 | 1,954,317 |
| Noncurrent assets: | | | | | |
| Capital assets: | | | | | |
| Leased assets (net of amortization) | - | - | - | - | 251,968 |
| Nondepreciable | 420,370 | - | 545,282 | 965,652 | - |
| Depreciable, Net | 2,747,281 | 50,500 | 15,269,344 | 18,067,125 | 25,032 |
| Total noncurrent assets | 3,167,651 | 50,500 | 15,814,626 | 19,032,777 | 277,000 |
| TOTAL ASSETS | 10,063,536 | 283,306 | 24,633,458 | 34,980,300 | 2,231,317 |
| LIABILITIES | | | | | |
| Current liabilities: | | | | | |
| Accounts payable and other current liabilities | 72,576 | 5,901 | 63,048 | 141,525 | 84,580 |
| Accrued compensated absences | 43,834 | 1,914 | - | 45,748 | 6,562 |
| Interest payable | - | - | 56,837 | 56,837 | - |
| Current portion of lease liabilities | - | - | - | - | 101,254 |
| Current portion discount on bonds | - | - | (1,905) | (1,905) | - |
| Current portion of bonds payable | - | - | 160,000 | 160,000 | - |
| Current portion of note payable | - | - | 11,698 | 11,698 | - |
| Total current liabilities | 116,410 | 7,815 | 289,678 | 413,903 | 192,396 |
| Noncurrent liabilities | | | | | |
| Lease liability | - | - | - | - | 154,450 |
| Bonds payable | - | - | 5,330,000 | 5,330,000 | - |
| Note payable | - | - | 368,352 | 368,352 | - |
| Discounts on bonds payable | - | - | (39,996) | (39,996) | - |
| Deferred revenue | - | - | - | - | - |
| Landfill postclosure costs | 4,086,892 | - | - | 4,086,892 | - |
| Total noncurrent liabilities | 4,086,892 | - | 5,658,356 | 9,745,248 | 154,450 |
| TOTAL LIABILITIES | 4,203,302 | 7,815 | 5,948,034 | 10,159,151 | 346,846 |
| DEFERRED INFLOWS OF RESOURCES | | | | | |
| Leases | 29,768 | - | 6,703,689 | 6,733,457 | 298,257 |
| Total deferred inflows of resources | 29,768 | - | 6,703,689 | 6,733,457 | 298,257 |
| NET POSITION | | | | | |
| Net investment in capital assets | 3,167,651 | 50,500 | 10,366,527 | 13,584,678 | 302,032 |
| Unrestricted | 2,662,815 | 224,991 | 1,615,208 | 4,503,014 | 1,284,182 |
| NET POSITION | \$ 5,830,466 | \$ 275,491 | \$ 11,981,735 | \$ 18,087,692 | \$ 1,586,214 |

The accompanying notes are an integral part of this statement.

CROOK COUNTY, OREGON
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2024

| | General Fund | Road Fund | Community Development | Sheriff's Office | Health Fund | Reserve Fund | Capital Project Fund | Other Governmental Funds | Total |
|---|--------------|---------------|-----------------------|------------------|--------------|--------------|----------------------|--------------------------|---------------|
| REVENUES | | | | | | | | | |
| Taxes | | | | | | | | | |
| Property taxes | \$ 3,198,768 | \$ - | \$ - | \$ 8,008,225 | \$ - | \$ - | \$ - | \$ 2,955,669 | \$ 14,162,662 |
| Other taxes | 2,426,001 | - | - | - | - | - | - | 524,160 | 2,950,161 |
| Interest | 876,845 | 622,887 | 396,619 | 264,451 | 152,764 | 433,395 | 634,674 | 276,979 | 3,658,614 |
| Licenses, permits and fees | 510,564 | 18,651 | 2,246,022 | 121,412 | 87,770 | - | - | 115,758 | 3,100,177 |
| Charges for services | 4,816,546 | 39,584 | - | 581,301 | 320,761 | - | - | 366,886 | 6,125,078 |
| Miscellaneous | 201,320 | - | 15,338 | 32,090 | 120,736 | 446,144 | - | 46,727 | 862,355 |
| Donations/contributions | - | - | - | - | 60 | - | - | 118,220 | 118,280 |
| Intergovernmental | 3,607,374 | 4,739,051 | - | 3,848,792 | 5,839,210 | 23,446 | 34,652 | 3,277,843 | 21,370,368 |
| Total Revenues | 15,637,418 | 5,420,173 | 2,657,979 | 12,856,271 | 6,521,301 | 902,985 | 669,326 | 7,682,242 | 52,347,695 |
| EXPENDITURES | | | | | | | | | |
| Current | | | | | | | | | |
| General government | 9,813,569 | - | 3,634,183 | - | - | - | - | 319,385 | 13,767,137 |
| Highways and streets | - | 4,531,481 | - | - | - | - | - | - | 4,531,481 |
| Public safety | 1,019,312 | - | - | 11,830,354 | - | - | - | 103,043 | 12,952,709 |
| Health and welfare | - | - | - | - | 7,740,657 | - | - | - | 7,740,657 |
| Culture and education | - | - | - | - | - | - | - | 3,638,565 | 3,638,565 |
| Debt service | | | | | | | | | |
| Principal | - | - | - | - | - | - | - | 135,000 | 135,000 |
| Interest | - | - | - | - | - | - | - | 460,600 | 460,600 |
| Capital outlay | 219,147 | - | 104,430 | 653,992 | - | - | 29,390,383 | 842,027 | 31,209,979 |
| Total Expenditures | 11,052,028 | 4,531,481 | 3,738,613 | 12,484,346 | 7,740,657 | - | 29,390,383 | 5,498,620 | 74,436,128 |
| Excess (Deficiency) of revenues over expenditures | 4,585,390 | 888,692 | (1,080,634) | 371,925 | (1,219,356) | 902,985 | (28,721,057) | 2,183,622 | (22,088,433) |
| Other financing sources (uses) | | | | | | | | | |
| Subscription proceeds | 162,377 | - | - | - | - | - | - | - | 162,377 |
| Transfers in | 314,727 | - | 150,000 | 239,000 | 512,695 | - | 8,500,000 | 877,926 | 10,594,348 |
| Transfers out | (1,300,000) | (150,000) | - | - | (11,000) | (8,500,000) | - | (633,348) | (10,594,348) |
| Bonds proceeds, net | - | - | - | - | - | - | - | - | - |
| Special Payments | (937,999) | - | - | - | - | - | - | (1,285,797) | (2,223,796) |
| Total other financing sources and uses | (1,760,895) | (150,000) | 150,000 | 239,000 | 501,695 | (8,500,000) | 8,500,000 | (1,041,219) | (2,061,419) |
| Net change in fund balances | 2,824,495 | 738,692 | (930,634) | 610,925 | (717,661) | (7,597,015) | (20,221,057) | 1,142,403 | (24,149,852) |
| Fund Balances - beginning | 6,864,556 | 17,476,544 | 10,548,631 | 3,772,561 | 2,456,506 | 8,690,276 | 25,912,762 | 5,344,485 | 81,066,321 |
| Fund Balances - ending | \$ 9,689,051 | \$ 18,215,236 | \$ 9,617,997 | \$ 4,383,486 | \$ 1,738,845 | \$ 1,093,261 | \$ 5,691,705 | \$ 6,486,888 | \$ 56,916,469 |

The accompanying notes are an integral part of this statement.

CROOK COUNTY, OREGON
STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2024

| | Business-Type Activities - Enterprise Funds | | | | Internal Service Fund |
|---------------------------------------|--|---------------------|----------------------|----------------------|------------------------------|
| | Landfill | Weed Control | Airport | Totals | Facilities |
| OPERATING REVENUES | | | | | |
| Charges for services | \$ 2,931,066 | \$ 236,058 | \$ 577,753 | \$ 3,744,877 | \$ 2,157,066 |
| Intergovernmental | - | 23,903 | 396,555 | 420,458 | 7,710 |
| Total operating revenues | <u>2,931,066</u> | <u>259,961</u> | <u>974,308</u> | <u>4,165,335</u> | <u>2,164,776</u> |
| OPERATING EXPENSES | | | | | |
| Salaries and wages | 813,650 | 164,513 | - | 978,163 | 376,501 |
| Materials and services | 628,433 | 111,806 | 321,052 | 1,061,291 | 1,113,884 |
| Depreciation and Amortization | 312,129 | 8,681 | 362,631 | 683,441 | 108,813 |
| Total operating expenses | <u>1,754,212</u> | <u>285,000</u> | <u>683,683</u> | <u>2,722,895</u> | <u>1,599,198</u> |
| Operating income (loss) | <u>1,176,854</u> | <u>(25,039)</u> | <u>290,625</u> | <u>1,442,440</u> | <u>565,578</u> |
| NONOPERATING REVENUES/EXPENSES | | | | | |
| Investment earnings | 227,718 | 7,145 | 190,251 | 425,114 | 58,009 |
| Interest expense | - | - | (222,020) | (222,020) | (186,500) |
| Total nonoperating revenues/expenses | <u>227,718</u> | <u>7,145</u> | <u>(31,769)</u> | <u>203,094</u> | <u>(128,491)</u> |
| Income before transfers | <u>1,404,572</u> | <u>(17,894)</u> | <u>258,856</u> | <u>1,645,534</u> | <u>437,087</u> |
| Transfers out | - | - | - | - | - |
| Total nonoperating transfers | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Changes in net position | 1,404,572 | (17,894) | 258,856 | 1,645,534 | 437,087 |
| Net Position - beginning | <u>4,425,894</u> | <u>293,385</u> | <u>11,722,879</u> | <u>16,442,158</u> | <u>1,149,127</u> |
| Net Position - ending | <u>\$ 5,830,466</u> | <u>\$ 275,491</u> | <u>\$ 11,981,735</u> | <u>\$ 18,087,692</u> | <u>\$ 1,586,214</u> |

The accompanying notes are an integral part of this statement.

CROOK COUNTY, OREGON
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2024

| | Business-Type Activities - Enterprise Funds | | | | Internal Service Fund |
|--|--|---------------------|---------------------|---------------------|----------------------------------|
| | Landfill | Weed Control | Airport | Total | Facilities |
| Cash flows from operating activities | | | | | |
| Receipts from customers | \$ 2,838,838 | \$ 259,548 | \$ 708,105 | \$ 3,806,491 | \$ 2,173,288 |
| Payments to suppliers | (842,662) | (114,556) | (262,004) | (1,219,222) | (1,174,820) |
| Payments to employees | (804,815) | (182,313) | - | (987,128) | (372,091) |
| Net cash (used) by operating activities | <u>1,191,361</u> | <u>(37,321)</u> | <u>446,101</u> | <u>1,600,141</u> | <u>626,377</u> |
| Cash flows from noncapital financing activities | | | | | |
| Transfers from (to) other funds | - | - | - | - | - |
| Cash flows from capital and related financing activities | | | | | |
| Purchase of capital assets | (85,909) | - | (805,764) | (891,673) | - |
| Net cash provided (used) by capital and related financing activities | <u>(85,909)</u> | <u>-</u> | <u>(805,764)</u> | <u>(891,673)</u> | <u>-</u> |
| Cash flows from investing activities | | | | | |
| Payment of note and bond principal | - | - | (166,303) | (166,303) | - |
| Interest received | 227,722 | 7,145 | 190,251 | 425,118 | 58,009 |
| Interest paid | - | - | (219,034) | (219,034) | (186,500) |
| Net cash provided (used) by investing activities | <u>227,722</u> | <u>7,145</u> | <u>(195,086)</u> | <u>39,781</u> | <u>(128,491)</u> |
| Net increase (decrease) in cash | 1,333,174 | (30,176) | (554,749) | 748,249 | 497,886 |
| Cash and cash equivalents - beginning | <u>5,222,012</u> | <u>261,617</u> | <u>3,020,095</u> | <u>8,503,724</u> | <u>1,125,956</u> |
| Cash and cash equivalents - ending | <u>\$ 6,555,186</u> | <u>\$ 231,441</u> | <u>\$ 2,465,346</u> | <u>\$ 9,251,973</u> | <u>1,623,842</u> |
| Reconciliation of operating income to net cash provided by operating activities | | | | | |
| Operating income (loss) | <u>1,176,854</u> | <u>(25,039)</u> | <u>290,625</u> | <u>1,442,440</u> | <u>565,578</u> |
| Adjustments to reconcile operating income to net cash provided by operating | | | | | |
| Depreciation | 312,129 | 8,681 | 362,631 | 683,441 | 108,813 |
| Change in lease receivable | 59,715 | - | (227,149) | (167,434) | 12,912 |
| Change in accounts receivable | (151,943) | (413) | (186,112) | (338,468) | (4,400) |
| Change in accounts payable | 41,446 | (2,750) | 59,048 | 97,744 | 57,233 |
| Change in deferred leases | (59,517) | - | 147,058 | 87,541 | (17,624) |
| Change in lease liabilities | (513) | - | - | (513) | (100,545) |
| Change in accrued compensated absences | 8,835 | (17,800) | - | (8,965) | 4,410 |
| Change in closure/postclosure | (195,645) | - | - | (195,645) | - |
| Total adjustments | <u>14,507</u> | <u>(12,282)</u> | <u>155,476</u> | <u>157,701</u> | <u>60,799</u> |
| Net cash provided by operating activities | <u>\$ 1,191,361</u> | <u>\$ (37,321)</u> | <u>\$ 446,101</u> | <u>\$ 1,600,141</u> | <u>\$ 626,377</u> |

The accompanying notes are an integral part of this statement.



G. Friesen Associates, Inc.

4088 Orchard Drive
Lake Oswego, Oregon 97035
Tel: (503) 635-1233
Fax: (866) 533-5543

March 14, 2013

Leroy Gray
Crook County Courthouse
300 NE Third Street, Room 10
Prineville, Oregon 97754

**Estimated Cost for Closure/Post-Closure Care
Crook County Landfill
Prineville, Oregon**

Dear Mr. Gray:

In accordance with the requirements of RCRA Subtitle D (40 CFR, Part 258.71 and 258.72), attached are cost estimates for closure and post-closure care of the Crook County Landfill.

The total estimated cost for closure of the Crook County Landfill is \$1,886,938 (see Table 1). Under this "worst case" condition, it is assumed that a third party will close the 32.4 acres on the site that have been used for municipal solid waste (MSW) and construction and demolition (C&D) debris disposal which have not been previously closed. In accordance with the requirements of Oregon Department of Environmental Quality Solid Waste Permit No. 74, the closure cost estimate assumes that the site will be closed with a 4-foot thick alternative earthen monolithic cover that is constructed from on-site soils. A geotechnical report showing an inventory of the soils that will be used and its location on the landfill site is shown in Attachment A.

The total estimated cost for 30 years of post-closure care of the Crook County Landfill is \$1,394,663 (\$46,489 per year). A detailed breakdown of the costs is shown on Table 2.

Please let me know if you need additional information.

Sincerely,
G. FRIESEN ASSOCIATES, INC.

Gerald Friesen P.E.
Principal Engineer



EXPIRES: 12/31/2013

Enclosures:

**Table 1: Estimated Cost for Closure of Crook County Landfill
Crook County, Oregon**

| Item No. | Item Description | Unit | Price per Unit | Estimated Quantity per Acre | Estimated Cost |
|---|--|------|----------------|-----------------------------|---------------------|
| (in Yr 2013 \$'s) | | | | | |
| 1 | Mobilization | LS | | Lump Sum | \$ 5,000 |
| 2 | Excavation | cy | \$2.10 | 10,000 | \$ 21,000 |
| 3 | Embankment | cy | \$0.55 | 2,000 | \$ 1,100 |
| 4 | 4-foot Alternative Final Cover | cy | \$0.85 | 7,100 | \$ 6,035 |
| 5 | Finish Grading | acre | \$1,250.00 | 1 | \$ 1,250 |
| 6 | Seed, Soil Amendment and Mulch | sf | \$0.02 | 43,560 | \$ 871 |
| 7 | Storm Water Facilities and Improvements | LS | | Lump Sum | \$ 5,000 |
| 8 | Contingency | % | 15% | | \$ 6,038 |
| Subtotal | | | | | \$ 46,295 |
| 9 | Alternative Final Cover Equivalency Analysis | LS | | | \$ 5,000 |
| 10 | Construction Plans and Specifications | LS | 8% | | \$ 3,704 |
| 11 | Contract Administration/ CQA/ Surveying | LS | 7% | | \$ 3,241 |
| Total Cost - per Acre | | | | | \$ 58,239 |
| Closure of MSW Landfill Area (20 acres) | | | | | \$ 1,164,776 |
| Closure of C & D Landfill Area (12.4 acres) | | | | | \$ 722,161 |
| Total Closure Costs | | | | | \$ 1,886,938 |

**Table 2: Estimated Cost for Post-Closure Care of Crook County Landfill
Crook County, Oregon**

| Item No. | Item Description | Frequency of Occurrence | Unit | Quantity | Unit Cost | Annual Cost |
|----------|---|-------------------------|----------|----------|------------|-------------------|
| | | | | | | (in Yr 2013 \$'s) |
| 1 | Groundwater/ Leachate Monitoring | Semi-Annual | Event | 2 | \$6,180.00 | \$ 12,360 |
| 2 | Monitoring of Landfill Gas Probes | Quarterly | Event | 4 | \$2,060.00 | \$ 8,240 |
| 3 | Maintenance/Monitoring of Final Cover | Quarterly | Acre | 32 | \$260.00 | \$ 8,320 |
| | a. Inspect cover integrity and vegetation | | | | | |
| | b. Repair any cracking, settlement and erosion | | | | | |
| | c. Remove large vegetation | | | | | |
| | d. Repair drainage features | | | | | |
| 4 | Maintenance and Operation of Leachate System | Annual | Lump Sum | 1 | \$6,180.00 | \$6,180 |
| 5 | Annual Environmental Monitoring Report | Annual | Lump Sum | 1 | \$5,150.00 | \$5,150 |
| 6 | Administration and Overhead (5%) | | Lump Sum | | | \$2,013 |
| 7 | Contingency (10%) | | Lump Sum | | | \$ 4,226 |
| | Total Annual Cost | | | | | \$ 46,489 |
| | Total Estimated Cost for 30 Years of Post-Closure Care | | | | | \$ 1,394,663 |



Agenda Item Request

Date:

March 17, 2025

Meeting date desired:

March 26, 2025 work session & April 2, 2025 Commissioner meeting

Subject:

Request to expend up to \$13,000 of Title III (Secure Rural Schools) Federal funds (split 50% between the Crooked River Cooperative Weed Management Area and Crook County Weed Control) for the purpose of continuing the fire prevention and noxious vegetation control program in Juniper Canyon that was in place from 2021-2024, as part of the Firewise Communities projects in a partnership between the Crooked River Cooperative Weed Management Area and Crook County Weed Control

Background and policy implications:

The intention of said program is for fire prevention and FEMA Hazardous Fuels Treatment to protect our National Forest lands and neighboring subdivisions/light business areas from new infestations that would produce additional fuel for fires in accordance with Title III of P.L. 106-393, Secure Rural Schools and Self Determination Act, as required under Section 302 (5)(b) of the same reauthorized in 2014

Budget/fiscal impacts:

This request was anticipated in our FY2025 budget, no budget adjustments are necessary. This spends the remaining "Old" Title III Funds.

Requested by:

Christina Haron, CPA, Crook County Finance Director

christina.haron@crookcountyor.gov

Presenters:

Christina Haron, CPA, Crook County Finance Director

Legal review (only if requested):

NA

**PUBLIC NOTICE
NOTICE OF PUBLIC COMMENT PERIOD**

Crook County hereby gives notice that it intends to expend funds in accordance with Title III of P.L. 106-393, Secure Rural Schools and Self Determination Act, as required under Section 302 (5)(b) of the same reauthorized in 2014. The county intends to expend no more than \$13,000 in federal funds (split 50% between the Crooked River Cooperative Weed Management Area and Crook County Weed Control) for the purpose of fire prevention and noxious vegetation control program in Juniper Canyon, in a partnership between the Crooked River Cooperative Weed Management Area and Crook County Weed Control. The intention of said program is for fire prevention and FEMA Hazardous Fuels Treatment to protect our National Forest lands and neighboring subdivisions/light business areas from new infestations that would produce additional fuel for fires. Public comments regarding this project are requested and may be submitted in writing to County Commissioner Chair Brian Barney, 300 NE Third St., Prineville, OR 97754 by May 16, 2025, at 5pm Pacific Time.

February 4, 2021

Honorable Seth Crawford
Crook County Judge

Honorable Jerry Brummer
Crook County Commissioner

Honorable Brian Barney
Crook County Commissioner

Gentleman:

In regards to reserved funds from 2020, we would like to propose a new project to be funded through Title III, County Projects, Section 302 (1) "To carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.

The Crooked River Cooperative Weed Management Area (CRWMA) and Crook County Weed Control (CCWC) have, jointly, initiated a fire prevention/noxious vegetation control program in 2013 funded by Title III. This program provides for the education of property owners as to the potential detriment associated with noxious vegetation, the control of noxious vegetation, and to promote the establishment of native, less combustible grasses and forbs on private lands adjacent to Federal lands. Of mutual benefit to Crook County and the Bureau of Land Management is the destruction of noxious vegetation which improves the quality of private lands and protects Forest lands in fire-sensitive areas.

This project is designed to control as much as 40 acres of spotted knapweed in an area of 350 acres bordered by County road 214 (Juniper Canyon), Cimarron Hills sub division, County road 334 (Upper Davis), and a private road to the west. This area is best characterized by sage, annual grasses and noxious vegetation and is surrounded by residential dwellings as well as light business. Removing invasive, combustible, vegetation of this scale will help to foster a good relationship with the private property owners involved as it has in the past with other projects in similar situations. What the CRWMA and CCWC propose to do is to conduct a treatment program beginning in late spring of 2021 and continue that program through 2024. Controlling weeds and educating land owners on private lands protects Federal lands from new invasions and reduces the threat of fire. This program also provides for a more comprehensive control of noxious vegetation in Crook County and gives our agencies the latitude to tackle an infestation which is rapidly expanding.

~~To fund this project for four years we wish to request as sum of \$20,000.00/year for a total of \$80,000.00. CCWC and the CRWMA would each expend a total of \$10,000.00/year.~~

Sincerely,

Kev Alexanian Crook County Weedmaster
Debbie Wood CRWMA Director

This request would continue this program as presented in this letter within the confines of the remaining "Old" Title III funds of approximately \$13,000. Split 50/50 as described above. .

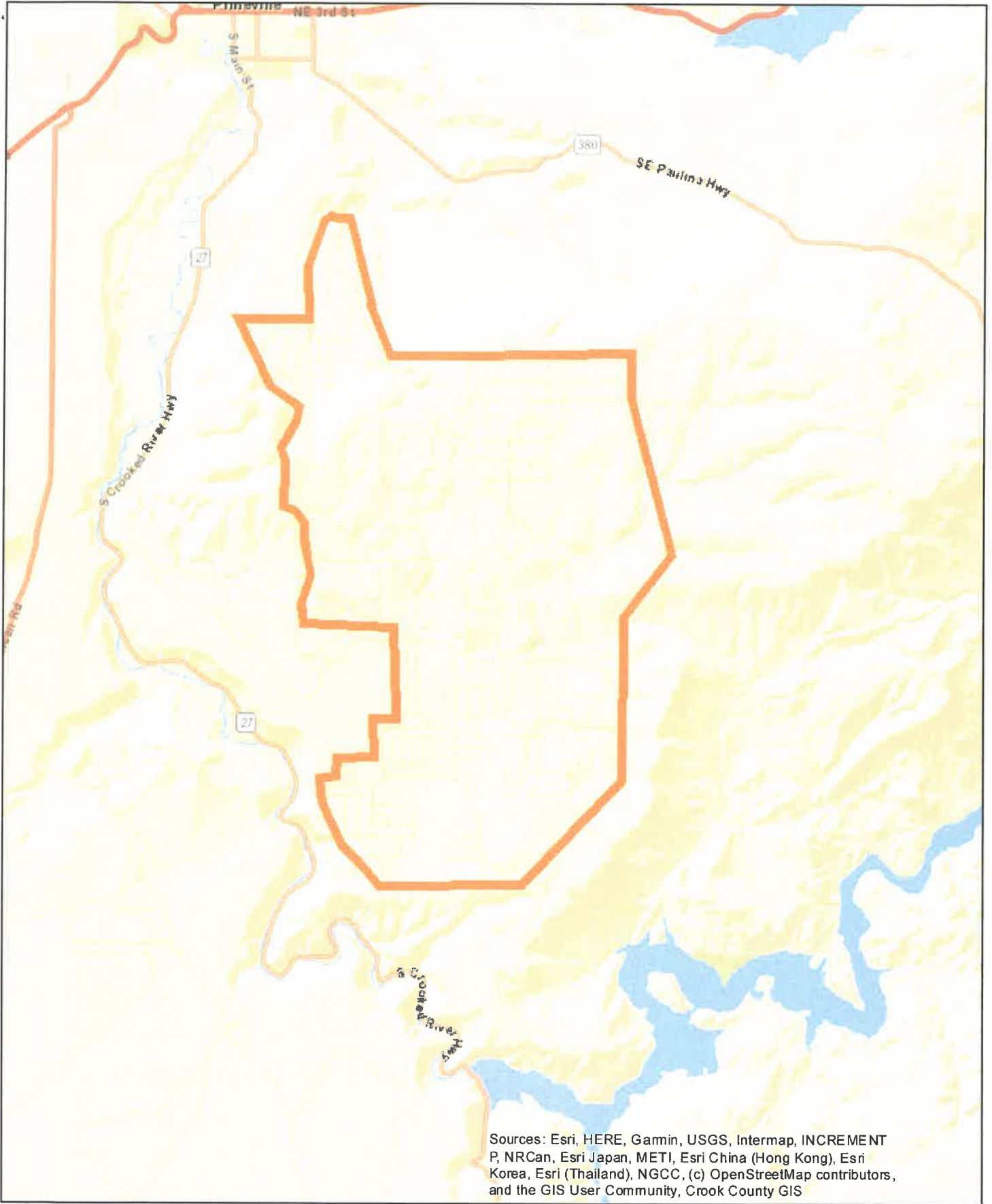
Proposed Juniper Canyon/Upper Davis Area Title III Project

2021-2024

This Proposal Coincides with the Crook County, Oregon Strategic Plan;

- Goal #4 Demonstrate wise use and stewardship of our natural resources
 - Objective 4.1b: Develop partnerships with diverse agencies
 - Support efforts to address invasive species that impact agriculture
 - Support maintaining the county's rural character and natural resources
 - Objective 4.1c: Work in collaboration with other public agencies to share planning and management
 - Consultation on noxious weed programs
 - Address environmental issues that have an adverse effect on citizen's quality of life.
 - Objective 4.4 Maintain and Promote wildfire fuel reduction techniques.

Juniper Canyon/ Upper Davis Title III Project



Sources: Esri, HERE, Gamin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Crook County GIS

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**PUBLIC NOTICE
NOTICE OF PUBLIC COMMENT PERIOD**

Crook County hereby gives notice that it intends to expend funds in accordance with Title III of P.L. 106-393, Secure Rural Schools and Self Determination Act, as required under Section 302 (5)(b) of the same reauthorized in 2014. The county intends to expend no more than \$13,000 in federal funds (split 50% between the Crooked River Cooperative Weed Management Area and Crook County Weed Control) for the purpose of fire prevention and noxious vegetation control program in Juniper Canyon, in a partnership between the Crooked River Cooperative Weed Management Area and Crook County Weed Control. The intention of said program is for fire prevention and FEMA Hazardous Fuels Treatment to protect our National Forest lands and neighboring subdivisions/light business areas from new infestations that would produce additional fuel for fires. Public comments regarding this project are requested and may be submitted in writing to County Commissioner Chair Brian Barney, 300 NE Third St., Prineville, OR 97754 by May 16, 2025, at 5pm Pacific Time.



Agenda Item Request

Date:

March 17, 2025

Meeting date desired:

March 26, 2025 – Work Session & April 2, 2025 Board of Commissioners Meeting

Subject:

Request to expend up to \$115,000 of Title III (Secure Rural Schools) Federal funds to purchase and upfit a one ton pickup for Search and Rescue.

Background and policy implications:

Current vehicles available for CCSOSAR are aging and high mileage, leading to increased maintenance costs, risk of failure, and operational downtime. A one-ton truck will significantly improve the efficiency, safety, and success of CCSO SAR missions while ensuring personnel and equipment reach those in need without unnecessary delay. The one-ton truck will enhance our response capabilities specifically to search and rescue missions, wildfires, flooding, other natural disasters, and medical emergencies and effectively provide a vital resource to mitigate the risk of human injury/death or damage to property on authorized federal land.

P.L. 115-141, section 302(a)(2) provides that Title III funds may be used to reimburse counties for search and rescue and other emergency response activities, including firefighting and law enforcement patrols, performed on national forests and the specified BLM lands in western Oregon and paid for by the county. Purchase of capital equipment such as a fire engine, or other emergency response equipment is specifically listed as eligible for reimbursement in proportion to the amount attributable to response on national forest or BLM lands. This vehicle would be attributed 100% to emergency response on public lands.

Budget/fiscal impacts:

Anticipated spending of no more than \$115,000 in FY25 would require a supplemental budget to move funds from currently budgeted Materials and Services to Capital Outlay. This request would spend the entirety of the current Title III funds the County has on hand.

Discussion of anticipated future costs and maintenance is also included in attached proposal.

Requested by:

Christina Haron, CPA, Crook County Finance Director

Mitch Madden, Lieutenant, Crook County Sheriff's Office

Presenters:

Christina Haron, CPA, Crook County Finance Director

Legal review (only if requested):

NA

**PUBLIC NOTICE
NOTICE OF PUBLIC COMMENT PERIOD**

Crook County hereby gives notice that it intends to expend funds in accordance with Title III of P.L. 106-393, Secure Rural Schools and Self Determination Act, as required under Section 302 (5)(b) of the same reauthorized.

The county intends to expend up to \$115,000 in federal funds for the purpose of purchasing and upfitting a one-ton pickup to be used for emergency response on public lands.

Current vehicles available for Crook County Search and Rescue are aging and high mileage, leading to increased maintenance costs, risk of failure, and operational downtime. A one-ton truck will significantly improve the efficiency, safety, and success of CCSO SAR missions while ensuring personnel and equipment reach those in need without unnecessary delay.

The one-ton truck will enhance our response capabilities specifically to search and rescue missions, wildfires, flooding, other natural disasters, and medical emergencies and effectively provide a vital resource to mitigate the risk of human injury/death or damage to property on authorized federal land.

Public comments regarding this project are requested and may be submitted in writing to County Commissioner Board Chair Brian Barney, 300 NE Third St., Prineville, OR 97754 by Friday, May 16, 2025, at 5pm Pacific Time.



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

Crook County Search and Rescue Title III – One-ton truck acquisition





CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

PROPOSAL

Date: 3/6/2025

To: Commissioner Seth Crawford, Commissioner Brian Barney, Commissioner Susan Hermreck

From: Lieutenant Mitch Madden

Subject: Request for Title III money for CCSO SAR truck

Cc: Sheriff John Gautney, Undersheriff Bill Elliott, Emergency Manager AJ Crawford, Crook County Finance Director Christina Haron

DESCRIPTION:

The Crook County Sheriff's Office (CCSO) is dedicated to providing the highest quality of emergency services to our community. Our organization believes in embracing change and adopting innovative ideas that will help improve our effectiveness in the community.

The Crook County Sheriff's Office provides emergency services to an area of 2,991 square miles with approximately 1,500 square miles of public/federal land (Ochoco National Forest)/BLM protected land). Within the county's jurisdiction, there are hundreds of miles of Forest Service and/or BLM roads, campgrounds, trailheads, OHV trails, mining claims, lakes, and rivers, all of which attract visitors/hunters numbering in the tens of thousands each year.

The Crook County Sheriff's Office is responsible for the operation of Search and Rescue (CCSOSAR) as required by the Oregon Revised Statute and falls under the Emergency Management Division. CCSOSAR is a 501(c)3 organization and currently has 55 SAR volunteers with no paid/employed members.

To ensure we uphold our mission statement and values and maintain our unwavering commitment to the community, the Crook County Sheriff's Office Search and Rescue needs a new one-ton truck for search and rescue operations.

Current vehicles available for CCSOSAR are aging and high mileage, leading to increased maintenance costs, risk of failure, and operational downtime. A one-ton truck will significantly improve the efficiency, safety, and success of CCSO SAR missions while ensuring personnel and equipment reach those in need without unnecessary delay.

The one-ton truck will enhance our response capabilities specifically to search and rescue missions, wildfires, flooding, other natural disasters, and medical emergencies and effectively



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

provide a vital resource to mitigate the risk of human injury/death or damage to property on authorized federal land.

The anticipated total cost of purchasing the vehicle, equipment, and upfit would be no more than \$105,000. Federal Title III funds would allow this purchase to be made with no cost to the taxpayers of Crook County other than minimal ongoing maintenance estimated at less than \$2,200/year paid by the Sheriff's Office fund via the Emergency Management Division.





CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

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CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

INTRODUCTION:

The Crook County Sheriff's Office Search and Rescue team is a vital emergency response unit responsible for locating and assisting lost or injured individuals in challenging terrain and extreme conditions. To enhance operational efficiency and safety, CCSO SAR requires a new one-ton truck to meet the increasing demands of its mission.

The unprecedented nature of SAR operations demands specialized equipment capable of handling extreme conditions. Current vehicles are aging, leading to increased maintenance costs, risk of failure, and operational downtime. A one-ton truck will significantly improve efficiency, safety and success of CCSO SAR missions while ensuring personnel and equipment reach those in need without unnecessary delay.

Currently, CCSO SAR faces limitations in towing heavy equipment such as trailers carrying ATV's, snowmobiles, and boats, as well as safely transporting personnel into remote and rugged environments. The addition of a one-ton truck will provide:

- **Increased Towing Capacity:** Ensures safe and reliable transport of mission-critical equipment over difficult terrain on public lands.
- **Enhanced Off-Road Capability:** A heavy-duty four-wheel-drive system will allow SAR teams to access remote locations on public lands more effectively.
- **Improved Personnel Transport:** Allows for the safe and efficient movement of SAR volunteers and deputies, reducing response time in emergencies.
- **Greater reliability and Durability:** A new vehicle reduces maintenance costs and enhances dependability in life-saving missions.

By investing in this resource, Crook County can better serve its citizens and visitors, reinforcing the Sheriff's Office commitment to public safety and emergency preparedness.



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

DEMONSTRATED NEED:

As previously discussed in this proposal, the Crook County Sheriff's Office is responsible for emergency response to incidents on Federal (public) Lands. Many times, our response is also in coordination with Crook County Fire & Rescue as the Federal Lands (USFS and BLM) are within the Crook County Fire & Rescue Ambulance Service Area (ASA).

CCSO's response to emergencies in these areas, or even other areas of the county, range from minor to major incidents with multiple agencies within Crook County responding. CCSO has also responded to Search and Rescue missions outside of Crook County to assist other agencies such as the Wheeler County Sheriff's Office, Jefferson County Sheriff's Office, and the Grant County Sheriff's Office.

On average, between eight and fifteen Search and Rescue volunteers respond to a Search and Rescue incident (Rescue, Fire, or other natural disaster) along with two or three CCSO patrol deputies.

With the large number of personnel and equipment responding to an incident, it is imperative that the resources arrive in a timely fashion with all the equipment they need to include specialized equipment such as ATV's, UTV's, snowmobiles, mobile repeater, and boats.

In 2024, CCSO SAR responded to 38 Search and Rescue missions, of which 29 occurred on Federally controlled land/water. The Search and Rescue missions consisted of overdue/stuck motorist typically with more than one adult sometimes accompanied by a child, lost/injured recreationalist (hunter, ATV, hiker), and 13 wildfire evacuations.

Additional 2024 CCSO SAR statistics:

- **1,724 hours expended by responders.**
- **25 rescued adults**
- **1 rescued child**
- **3 rescued animals**
- **5 SOS cell calls/GPS fixes**
- **1 assist to patrol – search warrant operation**



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

AGING EQUIPMENT:

The Crook County Sheriff's Office Search and Rescue fleet is severely outdated, consisting primarily of retired patrol vehicles with over 100,000 miles (law enforcement miles). These aging vehicles, while once reliable, are now struggling to meet the demands of SAR operations due to wear and tear, frequent mechanical failures, and limited capability in off-road and extreme conditions while deployed on public lands.

The last time CCSO SAR purchased a new vehicle was over 20 years ago, forcing the team to rely on repurposed law enforcement vehicles that were not originally designed for the rigorous demands of search and rescue missions. The aging fleet consists of a 2005 Ford F250 (purchased new), a 2004 Ford Excursion (purchased new), a 2010 Chevy Tahoe (patrol), a 2017 Ford F150 (patrol), and a 2008 Chevy 2500 (patrol). This fleet has aged significantly and needs replacement.

Without reliable vehicles, the CCSO SAR team face increasing challenges in towing equipment, transporting personnel, and accessing remote or rugged terrain on public lands. Breakdowns during missions pose a significant risk to both rescuers and those in need of assistance. Investing in a new one-ton truck will provide CCSO SAR with the durability, power, and reliability necessary to perform life-saving operations effectively and safely.





CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

PROPOSED PROJECT DETAILS:

Project consists of purchasing the following for a total cost not to exceed \$115,000.

- Vehicle - 2020 or newer Ford F350 gas engine or 2020 or newer Chevrolet 3500 gas engine crew cab long bed pickup estimated at \$56,500
 - o See attached quotes for three pickups and associated travel costs
- IT Equipment (Starlink, radio, iPad for MDT) – Purchased through City of Prineville estimated at \$15,000
 - o No competitive process required due to purchase through a government entity via an Intergovernmental Agreement for the Sheriff's Office IT needs.
- Other Equipment, Labor, and Upfit – estimated at \$42,000
 - o Of the three quotes received (attached), Performance and Repair Specialties were chosen because they are a local business to Crook County so the project can be easily monitored, the timeliness of the possible start date, the business has familiarity with police/emergency vehicle upfit, and the flexibility to remove items in the build quote to ensure the project remains within budget.
- Graphics – RiqQ – estimated at \$1,500
 - o No competitive process required due to amount under \$10,000

A Ford F350 or Chevy 3500 was chosen for this project because either pickup provides the optimal equipment platform, quality, and reliability to ensure the vehicle has a long service life with a lower cost of ownership.

The truck would be assigned to the Emergency Management Division of the Crook County Sheriff's Office, similar to all other vehicles used for CCSOSAR. It would be made available for Search and Rescue to tow equipment trailers and transport personnel in a coordinated response to the circumstances listed earlier.

The ongoing maintenance for this vehicle, including equipment inspections, will be the primary responsibility of the Emergency Manager and Patrol Lieutenant. The new truck will be parked/housed at the Crook County Sheriff's Office Emergency Operations Center. Ongoing maintenance consists of, but is not limited to: Starlink subscription, oil, lube, coolant, tires, and miscellaneous office supplies that should cost approximately \$2,200/year. The Crook County Sheriff's Office will cover this cost from the Emergency Management Division.



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

FUNDING RESOURCES:

Title III-County Projects:

The Secure Rural Schools Act (SRS) provides critical funding for schools, roads, and other municipal services to more than 700 counties across the United States and Puerto Rico and requires reauthorization by Congress every two years.

SRS Payments are divided into three distinct categories, or Titles: Title I for roads and schools, Title II retained by the Federal Government for projects on Federal lands, and Title III for eligible County projects.

Under P.L. 115-141, section 302(a)(2) Title III funds may be used to reimburse counties for search and rescue and other emergency response activities, including firefighting and law enforcement patrols, performed on national forests and the specified BLM lands in western Oregon and paid for by the county. Specifically, the following expenses paid for by the county may be reimbursed in proportion to the amount attributable to these emergency response services performed on a national forest or the specified BLM lands. This project fits under the following areas eligible for reimbursement:

- Purchase of capital equipment such as the purchase of a fire engine, a search-and-rescue snowmobile, or other emergency response equipment.
- Expenses of equipment and supplies to be kept on hand for response to emergencies on national forests.

Due to the anticipated usage of this vehicle for 100% on public lands, Title III funds would be used to fund 100% of the project purchase.



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New 2025 Chevrolet

Silverado 3500 HD Double Cab WT Truck

69 views in the past 7 days

Track Price Save

| | |
|-------------------------------|-----------------|
| MSRP | \$54,525 |
| Save | -\$9,537 |
| DSM Price | \$44,988 |
| DSM Price Detailed Pricing | \$44,988 |

Exterior Color

Summit White

Engine

6.6L V8 Gas engine

Dave Smith Chevrolet GMC

Interior Color

Jet Black, Cloth seat

VIN

1GC5KSE74SF224258

210 N Division St

Kellogg ID 83837

trim

Stock Number

SF224258

Unlock LOW Prices!!!

Automatic

Drivetrain:

4WD

Detailed Specifications

- + **Warranty**
- + **Seats And Trim**
- + **Powertrain**
- + **Specs And Dimensions**
- + **Entertainment**
- + **Exterior**
- + **Interior**
- + **Mechanical**
- + **Package**
- + **Processing-Other**
- + **Safety-Exterior**
- + **Safety-Interior**
- + **Safety-Mechanical**

Dealer Notes

Equipment: Apple CarPlay: Seamless smartphone integration for the Chevrolet Silverado - stay connected and entertained on the go! The Chevrolet Silverado's Lane Departure Warning helps keep you in your lane. The vehicle features a hands-free Bluetooth phone system. This unit comes equipped with Android Auto for seamless smartphone integration on the road. See what's behind you with the back up camera on this model. This 1 ton pickup has a V8, 6.6L high output engine. Quickly unlock it with keyless entry. This unit has four wheel drive capabilities. Greater towing safety becomes standard with the installed trailer brake. This Chevrolet Silverado is outfitted with an OnStar communication system. This 2025 Chevrolet Silverado 3500 embodies class and sophistication with its refined white exterior. Easily get your speed in this unit with a state of the art cruise control system. In Specials use velocity with the touch of a button. Enjoy the tried and true gasoline engine in this model. Packages: WT Convenience Package: EZ Lift Power Lock and Release

Tailgate; Deep-Tinted Glass; Outside Power-Adjustable Mirrors; Electric Rear-Window Defogger. Preferred Equipment Group 1WT: HD 1
 Bench Seat (folds Up); Durabed Pickup Bed; Blue
 Amp Alternator; Black Rear Bumper; High-Visibility Molded in Black Outside Mirrors; Compass Located in Instrument Cluster; 3.5" Diagonal Monochromatic Display DIC; Rubberized-Vinyl Floor Covering; Standard Tailgate; Suspension Package; Chevrolet Connected Access Capable; OnStar Services Capable; Remote Keyless Entry; 2-Speed Electronic Shift Transfer Case; Solar Absorbing Tinted Glass; 6.6L V8 Engine; 18" Painted Steel Wheels; Steering Wheel Mounted Electronic Cruise Control; Power Rear Windows with Express Down; Manual Tailgate Function with No EZ Lift; Allison 10-Speed Automatic Transmission; Manual Tilt-Wheel Steering Column; Power Front Windows with Driver Express Up/down; Wi-Fi Hotspot Capable; Push Button Start; Locking Tailgate; Black Mirror Caps; Power Door Locks. Chevytec Spray-On Black Bedliner. Spare LT275/70R18 AT BW Tire. Electric Rear-Window Defogger. Deep-Tinted Glass. **Equipment listed is based on original vehicle build and subject to change. Please confirm the accuracy of the included equipment by calling the dealer prior to purchase.** Additional Information: **Vehicle Options listed are when the unit was originally built. Please confirm the accuracy of the included equipment by calling the dealer prior to purchase.

2025 CHEVROLET 3500 SILVERADO DBL CAB WT 4X4



1 AT THIS PRICE 6TK6-SF224258
 VIN: 1CC8G3E746F224258

Accessories Included: Tint

| | |
|---------------------------------------|-----------------|
| MSRP Included Accessories..... | \$54,775 |
| Dave Smith Discount | \$8,787 |
| Consumer Cash..... | \$1,000 |

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\$44,988

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Pre-Owned 2021 Ford F-350SD XL

VIN: 1FT8X3BNXMEC62741
Stock: W5360A

Exterior: Oxford White
Drivetrain: 4WD
Engine: 7.3L V8 PFI SOHC 16V Federal 385hp
Fueltype: Gasoline Fuel

Interior: Medium Earth Gray
Transmission: 10-Speed Automatic
Mileage: 36,762



Kendall Ford of Bend

2100 N. E. Third Street
Bend, OR 97701
(541) 516-7597

Vehicle Details:

- 5th Wheel/Gooseneck Hitch Prep Package
- Power Equipment Group
- STX Appearance Package
- AM/FM radio
- SYNC Communications & Entertainment System
- Power Front & Rear Seat Windows
- Power steering
- Steering wheel mounted audio controls
- Traction control
- ABS brakes
- Dual front impact airbags
- Emergency communication system
- Low tire pressure warning
- Passenger cancellable airbag
- Tough Bed Spray-In Bedliner
- Electronic Stability Control
- Delay-off headlights
- Advanced Security Pack
- Bright Chrome Grille
- LED Roof Clearance Lights
- Rear step bumper
- Front reading lights
- Overhead console
- Tachometer
- Tilt steering wheel
- Upfitter Switches (6)
- HD Vinyl 40/20/40 Split Bench Seat
- Trailer Tow Mirrors w/Power Heated Glass
- Bright Chrome Hub Covers & Center Ornaments
- Fixed Rear-Window w/Defrost
- Variably intermittent wipers
- Electronic-Locking w/4.30 Axle Ratio
- Order Code 610A
- Snow Plow/Camper Package
- 4 Speakers
- AM/FM Stereo w/MP3 Player
- Air Conditioning
- Power Locks
- Remote Keyless Entry
- Rear Stabilizer Bar
- 4-Wheel Disc Brakes
- Chrome Front Bumper
- Dual front side impact airbags
- Front anti-roll bar
- Overhead airbag
- Power Tailgate Lock
- Brake assist
- Exterior Parking Camera Rear
- Fully automatic headlights
- Steering Wheel-Mounted Cruise Control
- Chrome Rear Step Bumper
- Platform Running Boards
- Compass
- Outside temperature display
- Passenger vanity mirror
- Telescoping steering wheel
- Trip computer
- Front Center Armrest
- Split folding rear seat
- 17" Argent Painted Steel Wheels
- Wheels: 18" Sparkle Silver Painted Cast Aluminum
- Privacy Glass
- 3.73 Axle Ratio

Final Price \$44,995

Disclaimer:

*Price listed does not include a \$215 Documentation fee or \$35 electronic filing fee for titling (custom plates do not apply). Price listed does not include, tax, title, license, registration or state emission fees. While every reasonable effort is made to ensure the accuracy of the vehicle description displayed on this page, dealer makes no warranties, express or implied, with regard to the vehicle or vehicle description. Please verify all vehicle information before entering into a purchase agreement. If the vehicle being purchased is to be financed, the annual percentage rate may be negotiated with the dealer. The dealer may receive a fee or other compensation for processing or arranging financing for the sale. Call or email for complete, specific vehicle information. ** Our multi-point inspection does not guarantee a recall free vehicle. For more recall information see <http://www.nhtsa.gov>

New 2024 Ford F-350 XL V8 176" Wheelbase

MSRP¹ \$63,940

TS&S Price **\$63,940**

TS&S Price Detailed Pricing **\$63,940**

| | |
|--------------------|-------------------|
| Exterior Color | Engine |
| Oxford White | 6.8L V8 |
| Interior Color | VIN |
| Medium Dark Slate | 1FT8W3BA3RED92626 |
| Transmission | Stock Number |
| 10-Speed Automatic | F73303 |
| Drivetrain | |
| 4WD | |



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- ▲ EMERGENCY COMMUNICATION SYSTEM
- ✦ WIRELESS PHONE CONNECTIVITY
- ◀ FULY AUTOMATIC HEADLIGHTS
- ✓ SECURITY SYSTEM

Included Packages & Accessories

Electronic-Locking w/3.73 Axle Ratio

17" Argent Painted Steel Wheels

AM/FM Stereo w/MP3 Player

Pro Power Onboard - 2kW

Dual 68 AH/65 AGM Batteries

5th Wheel/Cooseneck Hitch Prep Package

Form Running Boards

Tough Bed Spray-In Bedliner

Interior Work Surface

Upfitter Switches (6)

Front License Plate Bracket

SYNC 4

Emergency communication system: SYNC 4 911 Assist

Internet access capable: FordPass Connect 5G

4-Wheel Disc Brakes

6 Speakers

Air Conditioning

Electronic Stability Control

Tachometer

ABS brakes

AM/FM radio

Brake assist

Delay-off headlights

Dual front impact airbags

Dual front side impact airbags

Front anti-roll bar

Front reading lights

Fully automatic headlights

Heated door mirrors

Illuminated entry

Low tire pressure warning

Outside temperature display

Overhead airbag


Overhead console

Panic alarm


Passenger vanity mirror

Power door mirrors

Power steering

 Power windows

Rear reading lights
Rear step bumper
Remote keyless entry
Speed control
Split folding rear seat
Steering wheel mounted audio controls
Telescoping steering wheel
Tilt steering wheel
Traction control
Trip computer
Turn signal indicator mirrors
Variably intermittent wipers
Compass
Front Center Armrest w/Storage
Exterior Parking Camera Rear
Order Code 610A
3.73 Axle Ratio
Wheels: 18" Ebony Black Painted Aluminum
HD Vinyl 40/20/40 Split Bench Seat
Cloth 40/20/40 Split Bench Seat
STX Appearance Package
FX4 Off-Road Package
XL Driver Assist Package
LED Box Lighting
Body-Color Front Bumper
Color-Coordinated Full Carpet w/Floor Mats
Painted Grille
Body-Color Rear Bumper
Unique FX4 Off-Road Box Decal
Hill Descent Control
Off-Road Specifically Tuned Shock Absorbers

 Transfer Case & Fuel Tank Skid Plates

Automatic High Beam

LED Fog Lamps

Pre-Collision Assist

Included Packages & Options

STX Appearance Package

\$5,115

Automatic High Beam

Pre-Collision Assist

Body-Color Front Bumper

Show All Package Items

XL Driver Assist Package

\$730

Automatic High Beam

Pre-Collision Assist

FX4 Off-Road Package

\$495

Hill Descent Control

Off-Road Specifically Tuned Shock Absorbers

Transfer Case & Fuel Tank Skid Plates

Unique FX4 Off-Road Box Decal

Detailed Specifications

+ **Warranty**

+ **Exterior**

+ **Functional**

+ **Interior**

+ **Safety**

+ **Standard Features**



Dealer Notes

2024 Ford F-350SD XL 4WD Oxford White 6.8L V8 10-Speed Automatic

4WD, 17" Argent Painted Steel Wheels, 3.73 Axle Ratio, 4-Wheel Disc Brakes, 5th Wheel/Gooseneck Hitch Prep Package, 6 Speakers, ABS brakes, Air Conditioning, AM/FM radio, AM/FM Stereo w/MP3 Player, Automatic High Beam, Body-Color Front Bumper, Body-Color Rear Bumper, Brake assist, Cloth 40/20/40 Split Bench Seat, Color-Coordinated Full Carpet w/Floor Mats, Compass, Delay-off headlights, Dual 68 AH/65 AGM Batteries, Dual front impact airbags, Dual front side impact airbags, Electronic Stability Control, Electronic-Locking w/3.73 Axle Ratio, Emergency communication system: SYNC 4 911 Assist, Exterior Parking Camera Rear, Front anti-roll bar, Front Center Armrest w/Storage, Front License Plate Bracket, Front reading lights, Fully automatic headlights, FX4 Off-Road Package, HD Vinyl 40/20/40 Split Bench Seat, Heated door mirrors, Hill Descent Control, Illuminated entry, Interior Work Surface, LED Box Lighting, LED Fog Lamps, Low tire pressure warning, Off-Road Specifically Tuned Shock Absorbers, Order Code 610A, Outside temperature display, Overhead airbag, Overhead console, Painted Grille, Panic alarm, Passenger vanity mirror, Platform Running Boards, Power door mirrors, Power steering, Power windows, Pre-Collision Assist, Pro Power Onboard - 2kW, Rear reading lights, Rear step bumper, Remote keyless entry, Speed control, Split folding rear seat, Steering wheel mounted audio controls, STX Appearance Package, SYNC 4, Tachometer, Telescoping steering wheel, Tilt steering wheel, Tough Bed Spray-In Bedliner, Traction control, Trip computer, Turn signal indicator mirrors, Unique FX4 Off-Road Box Decal, Upfitter Switches (6), Variably intermittent wipers, Wheels: 18" Ebony Black Painted Aluminum, XL Driver Assist Package, 4WD.

KBB.com Consumer Reviews



Overall

5

Out of 5

Exelent Truck

By Moises | Sunday, November 19, 2023

5.0

Exelent work truck, we towing a heavy machinery and works perfect the truck with the heavy-duty trailer

F350 Regular Cab Long Bed

By James | Thursday, December 26, 2024

5.0

This truck is fantastic. Wanted it for the 7.3 Godzilla with the 10 speed, 4x4, and the highest capacity on a single rear wheel truck. Was tired of the shorter beds,...

[Read More](#)

Based on 2 consumer ratings for 2023-2025 models. [Privacy](#)
(<https://www.kbb.com/company/privacy-policy/>)

TS&S Ford offers the best selection of New & Pre Owned vehicles in Madras, Redmond, Bend, and all of Central Oregon. Looking for a Special Edition Vehicle that will get your heart racing? Visit us at 1733 SW Highway 97 in Madras and take a test drive in one our our special edition ROUSH Mustangs or Trucks today or call our sales line at 888-471-4217.

REMARKETING CODE BELOW. PLEASE PLACE ON EACH PAGE OF THE SITE.



Lisa Neuberger

From: James Wilson <jwilson@cityofprineville.com>
Sent: Thursday, March 13, 2025 12:24 PM
To: Mitch Madden
Subject: SAR Truck Technology Needs

Motorola APX All Band Radio with diplexer and high gain VHF antennas, \$10,545
Ham Radio with antenna \$645
MDT – IPAD pro with GDS cradle, pass through and port emulation - \$2475
HPUE Kit for ATT First Net Cellular Data - \$1750
Star Link PRO Mobile While in Use - \$2500
PepWave Router Comissioned on VZW Network with 10 in 1 antenna \$3800

No console faceplates for equipment included, IPAD mounting with GDS Ram Arm flat plate mount provided for attachment to console supplied by others. No vehicle equipment installation charges quoted, but commissioning and IT setup included. No Power Distribution included; each item supplied with blunt cut power cabling to connect to power distribution by others.

Total: \$21,715

James Wilson | Public Safety IT Manager

1251 NE Elm St Prineville, OR 97754
Tel: 541.447.2374 | Mobile: 541-480-4532
Email: jwilson@cityofprineville.com



Where the Future Meets the Frontier

cityofprineville.com

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Quote #QO64051

Customer ID: 5852

Day Management Corp.
 Day Wireless Systems
 2240 Judson Street SE
 Salem OR 97302
 United States

Date 01/30/2025
 Terms NET 30
 Expires 03/01/2025
 Representative Cox, Todd R
 Direct Phone (541) 797-3085
 E-Mail tcx@daywireless.com
 Shop Phone (503) 581-2932
 Customer Contact Mitch Madden
 Contact Phone (541) 880-4258
 Project Name CCSO - 2025 Ford F350 XLT SAR

| Bill To |
|--|
| Crook County Sheriff 308 North East 2nd Prineville OR 97754 United States |

| Ship To |
|--|
| Crook County Sheriff 308 North East 2nd Prineville OR 97754 United States |

| Quantity | Description | Rate | Amount |
|----------|---|------------|------------|
| | Crook County SO - 2025 Ford F350 XLT Search and Rescue ***Vehicle Power*** | | |
| 1 | BluePrint Ready- Ch27, ready for Smart Start timer, with 20 foot output wires & Dual Siren | \$850.00 | \$850.00 |
| 1 | Mounts the Ch8, Ch15, or Ch27 under the driver's seat or the front passenger's seat | \$0.00 | \$0.00 |
| 1 | Blue Sea 7851001 Sure Eject for 20A 120VAC Systems | \$581.61 | \$581.61 |
| 1 | Blue Sea 7823 Sure Eject Cover Plate White | \$53.24 | \$53.24 |
| | ***Front of Vehicle*** | | |
| 1 | Trail Ready - FullGuard Front Bumper Included Features: Hidden winch mount - 16,500lbs, Standard 4"x10" bolt pattern Winch access cover door Recessed Light Mounts for one pair of 6" and one pair of 4" lights Clevis Shackle Mounts License plate mount Air inlets - especially for diesel cooling Black Mini-tex Powder coat finish *includes front proximity sensors | \$3,453.00 | \$3,453.00 |
| 1 | WARN ZEON Winch 14K lbs capacity - permanent mount in bumper Part#WAR110014 | \$1,827.49 | \$1,827.49 |
| 1 | RIGID 360 Series 6" Round LED Off-Road Drive Beam White (Pair) Part#RIG36204 | \$638.59 | \$638.59 |
| 1 | RIGID 360 Series 4" Round LED Off-Road Spot Beam White (Pair) Part#RIG36113 | \$411.99 | \$411.99 |
| 1 | 100 Watt Siren Speaker w/Bracket | \$225.00 | \$225.00 |
| 2 | MPOWER 4" STUD MNT SAE 18 LED(RBW) *Mount to push bumper | \$155.00 | \$310.00 |
| 1 | RIGID E-Series Pro 30" Spot/Flood Combo Part#RIG130313 | \$1,132.99 | \$1,132.99 |
| 1 | RIGID - 2X2 D-SERIES PRO FLOOD SURFACE MOUNT BLACK 2 LIGHTS *45 degree angle off corners of front bumper | \$236.89 | \$236.89 |
| 1 | SoundOff Signal - nFORCE Front Facing Visor Light Red/Blue/White Part#ENFWB01H4J | \$1,159.54 | \$1,159.54 |



Quote #QO64051

Customer ID: 5852

| Quantity | Description | Rate | Amount |
|-------------------------------|---|------------|------------|
| ***Side of Vehicle*** | | | |
| 4 | SoundOff Undercover Inserts - White *mount in wheel wells as "rock lights" on with scene and solo steady burn | \$133.76 | \$535.04 |
| 2 | Intersector LED Under Mirror Light- Tri Color (RBW) | \$193.54 | \$387.08 |
| 2 | MPOWER 4" STUD MNT SAE 18 LED(RBW) *mount vertical to headache rack | \$280.00 | \$560.00 |
| 1 | RIGID - 2X2 D-SERIES PRO FLOOD SURFACE MOUNT BLACK 2 LIGHTS *mount to headache rack point out sideways | \$236.89 | \$236.89 |
| ***Rear of Vehicle*** | | | |
| 1 | Trail Ready - Rear Bumper Included Features: Light Openings for one pair of flush mount for Rigid D series or equivalent Corner step pockets Reverse Sensor Mounts or Block-offs Aluminum Diamond Tread Plate License plate mount Provisions for OEM License Plate Lights and Trailer Plug Black Mini-tex Powder coat finish | \$1,759.00 | \$1,759.00 |
| 1 | SoundOff Signal - 39" 6 Head Rear mPOWER Traffic Controller (R/B/A) Part#EMPTC01REH | \$980.40 | \$980.40 |
| 1 | D-Series Pro Flood FM/2 *mount flush in rear bumper | \$267.79 | \$267.79 |
| 1 | Misc Upfitting Supplies - 4 gauge wire and connector for winch in the rear bumper | \$150.00 | \$150.00 |
| 1 | Booster Cable Assembly 30FT Kit Complete With 4Ft Battery Harness (Harness for winch connection) | \$265.00 | \$265.00 |
| 2 | MPOWER 4" STUD MNT SAE 18 LED(RBW) *Mount to rear bumper with white scene | \$155.00 | \$310.00 |
| ***Roof of Vehicle*** | | | |
| 2 | 0-960 MHz, 3/4" Brass Mt/NoConnector (2) Total radios - (1) APX and (1) YEASU FT-2800 *customer will provide antennas | \$29.95 | \$59.90 |
| 1 | TRIO FLATOUNT - STARLINK Mobile Flat High Performance Speedmount w/permanent mount hardware (White) | \$400.00 | \$400.00 |
| ***Rear Cargo Area*** | | | |
| 1 | ProTech Cab Guard Headache Rack | \$750.00 | \$750.00 |
| 2 | Molle Panel & Truck Bed Mounts Compatible with Quick Fist Clamps *to hold shovel and pulaski | \$58.99 | \$117.98 |
| 1 | Molle Panel - Go Rhino 5950020T XRS/SRM Accessory Gear Plate Kit * mount to headache rack to hold shovel and pulaski | \$89.99 | \$89.99 |
| 1 | B&W Gooseneck Hitch - Turnover Ball Part#BNWGNRK1123 | \$699.00 | \$699.00 |
| 1 | Dee Zee Fuel Transfer Tank 40 GAL NARROW RECTANGLE 56IN X 9.6IN X 19IN Part#DZEDZ92556N | \$1,062.03 | \$1,062.03 |
| 1 | FILL-RITE 15 Gallon Per Minute Fuel Transfer Pump Part#FILFR1210H | \$495.99 | \$495.99 |
| ***Misc Exterior Equipment*** | | | |
| 1 | WARN WINCH - ZEON 10-S 10,000 LBS MULTI MOUNT WINCH KIT W/SPYDURA SYNTHETIC ROPE | \$2,013.00 | \$2,013.00 |



Quote #QO64051

Customer ID: 5852

| Quantity | Description | Rate | Amount |
|----------|---|------------|------------|
| 1 | WARN Heavy Duty Recovery Kit - includes: snatch block, tree trunk protector, 3/4 inch D-shackle, 30 feet recovery strap, 10 feet choker chain, pair of gloves and gear bag. | \$642.39 | \$642.39 |
| 1 | Airlift - 23-C F250/F350 4WD LOAD LIFTER 5000 AIR SPRING KIT Part#57354 | \$899.99 | \$899.99 |
| 1 | Airbag Compressor Kit Part#25980 ***Officer Area*** | \$875.00 | \$875.00 |
| 1 | Tiger Tough Seat Cover - 2025 Ford F350 Front Buckets Tactical Part#T0511045 | \$357.00 | \$357.00 |
| 1 | Tiger Tough Seat Cover - 2025 Ford F350 Rear Seat part#W0555062 | \$347.00 | \$347.00 |
| 1 | TROY UNIVERSAL WIDE-BODY 25 SLOPED CONSOLE | \$638.40 | \$638.40 |
| 1 | 2015 F-150 FLOORPLATE | \$0.00 | \$0.00 |
| 1 | FACEPLATE FOR XTL2500 | \$0.00 | \$0.00 |
| 1 | FACEPLATE FOR Vertex - 2200 Dash Mount 2" Part# Troy FP-VX2200 | \$0.00 | \$0.00 |
| 1 | 18" LED gooseneck map light | \$94.00 | \$94.00 |
| 1 | Troy Products- Face Plate (SoundOff 500 Series Siren Conrtroller/Remote Mount) | \$0.00 | \$0.00 |
| 1 | DUAL CUP HOLDER | \$52.50 | \$52.50 |
| 3 | 1" BLANK Filler Plate | \$0.00 | \$0.00 |
| 1 | Faceplate - USB And 12volt | \$21.25 | \$21.25 |
| 2 | 12V POWER SOCKET WATER RESISTANT W/COVER | \$7.00 | \$14.00 |
| 1 | Type C+ USB 3.0 Fast Charger | \$22.74 | \$22.74 |
| 1 | 6 Internal Lockable Lidded Storage Box | \$141.75 | \$141.75 |
| 1 | 3000 Watt Inverter | \$679.63 | \$679.63 |
| 2 | Pelican 8060 Flashlight with Charging base | \$315.00 | \$630.00 |
| 1 | BulletPoint Mounting Solution - RubiGrid® 2023+ Ford Super Duty Dash Mount Phone + Device Holder | \$125.00 | \$125.00 |
| 1 | BulletPoint Mounting Solution - Universal Tablet Mount | \$125.00 | \$125.00 |
| 1 | Bulletpoint Metal 4-Hole AMPS Base Mount with 20mm (0.787 inches) Mounting Ball | \$15.00 | \$15.00 |
| | ***Shipping, Upfit Supplies and Labor*** | | |
| 1 | Shipping | \$750.00 | \$750.00 |
| 1 | Misc Upfitting Supplies | \$400.00 | \$400.00 |
| 1 | 2111 UPFITTING LABOR | \$9,800.00 | \$9,800.00 |

| | |
|-----------------|-------------|
| Subtotal | \$38,650.08 |
| Total | \$38,650.08 |



Quote #QO64051

Customer ID: 5852

LEGAL NAME OF PURCHASER

P.O. NUMBER

AUTHORIZED SIGNATURE

DATE

By approving this quotation, the customer is agreeing to purchase the items listed in the quote. The customer will be invoiced for the items as they arrive at a DWS facility and is expected to pay according to the terms of the quote or Net30. If the customer cancels any part of the order, the equipment must be picked up from the DWS facility. Normally stocked items may be returned for a 20% restocking fee, but non-stock items are not eligible for return and must be picked up and paid for in full at the DWS facility. Shipping and handling charges, as well as any applicable sales tax, may be included on the invoices. The terms of the order are subject to credit review. This quote is subject to review by management for completeness and accuracy, and prices are firm for 30 days unless otherwise stated. If paying by card the processing fee will be charged up to 3.5% of the transaction.

* Customers should reference the quotation number on any correspondence or purchase orders. *
* There may be a \$25 charge for insufficient funds and a 1.5% late fee may apply. *



Sales Quote

Page: 1

3925 Fairview Industrial Dr SE, Ste 150 Salem, OR 97302
 Phone: 503-393-3910 Fax: 503-393-7265

Quote Number: 51288
 Document Date: 1/14/2025
 Terms: Net 30
 Payment Method:

Sell To: Crook County Sheriff's Office
 Michael Ryan
 308 NE 2nd St.
 Prineville, OR 97754
 Phone: 541-447-6398

Ship To: Crook County Sheriff's Office
 Michael Ryan
 308 NE 2nd St.
 Prineville, OR 97754
 Phone:

Ship Via
 Tax Ident. Type Legal Entity

Customer ID 81137
 SalesPerson Quinten Pearson

Vehicle Information:

| Item No. | Description | Quantity | Unit Price | Total Price |
|----------------------|---|----------|------------|-------------|
| | 2025 F350 SAR | | | |
| | Front End Equipment | | | |
| F230SCL | Misc, Buckstop Classic Bumper F-250/350 | 1 | 3,420.00 | 3,420.00 |
| 75920 | Cole Hersee, Master Battery Disconnect | 2 | 60.64 | 121.28 |
| AA-DCSO-RAM-BAT-SW-B | Misc, Battery Shutoff Switch Bracket for Ram Pickup | 2 | 34.95 | 69.90 |
| UN0002 | Patrol Power, 04-0108 Universal 19" Harness | 1 | 798.40 | 798.40 |
| 36204 | Rigid, 360 Series 6" Drive/Fog LED White w/White Backlight | 1 | 619.99 | 619.99 |
| 212113 | Rigid, D-Series Pro Flush Mount Flood, Pair | 1 | 259.99 | 259.99 |
| CEM16 | Whelen Core WCX 16 Output Expansion Module | 1 | 175.20 | 175.20 |
| I2SMJ | Whelen, ION Duo LED Surface Mount - Red/Blue Grill Lights | 2 | 128.85 | 257.70 |
| AA-ION-90-BRKT | Autoaddit, 90Deg Ion Bracket | 2 | 19.95 | 39.90 |
| AACGRGRILLITEBRKT | Autoaddit, Speaker Grille Light Bracket | 1 | 34.95 | 34.95 |
| I2SMJ | Whelen, ION Duo LED Surface Mount - Red/Blue Side Bumper Lights | 2 | 128.85 | 257.70 |
| 920314 | Rigid, SR-Series Pro 20" Spot/Flood Combo | 1 | 556.99 | 556.99 |
| SA315P | Whelen Siren Speaker 100W | 1 | 199.99 | 199.99 |
| SAK1 | Whelen, Speaker Bracket Universal | 1 | | |
| SSFPOS | Whelen, Solid State HeadLight Flasher Universal | 1 | 60.60 | 60.60 |
| TSA/STC903-4 | Superior, Jump PlugConnector w/ 4GA Pins - Gray | 1 | 19.90 | 19.90 |
| TSA/STC905 | Superior, Dust Cover | 1 | 7.20 | 7.20 |
| AA-ODOT-IR-BRKR | Autoaddit, 4-Breaker Bracket | 1 | 40.00 | 40.00 |
| 090-0150-0 | Kussmaul, 150A Circuit Breaker, Waterproof | 2 | 48.60 | 97.20 |
| L | Labor Charges | 17.5 | 140.00 | 2,450.00 |
| | Side Equipment | | | |
| 325PL-0002 | Unity, Halogen 6" Spotlight Black (S04) | 1 | 200.05 | 200.05 |
| 189 | Unity, 189 Installation Kit | 1 | 51.66 | 51.66 |
| I2J | Whelen ION Duo Series Linear Red/Blue Blk Housing | 2 | 128.85 | 257.70 |



Sales Quote

Page: 2

3925 Fairview Industrial Dr SE, Ste 150 Salem, OR 97302
 Phone: 503-393-3910 Fax: 503-393-7265

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 Phone: 541-447-6398

Ship Crook County Sheriff's Office
 To: Michael Ryan
 308 NE 2nd St.
 Prineville, OR 97754
 Phone:

Ship Via
 Tax Ident. Type Legal Entity

Customer ID 81137
 SalesPerson Quinten Pearson

Vehicle Information:

| Item No. | Description | Quantity | Unit Price | Total Price |
|----------------------|---|----------|------------|-------------|
| | Side Window Lights | | | |
| LINSV2R | Whelen LINZ V-Series LED Red Under Surface Mount | 1 | 185.40 | 185.40 |
| LINSV2B | Whelen, LINZ V-Series LED Blue Under Surface Mount | 1 | 185.40 | 185.40 |
| VTX609B | Whelen Vertex Super-LED Omni Directional Lighthouse Blue Rear Side Bumper | 1 | 87.99 | 87.99 |
| VTX609R | Whelen, Vertex Super-LED Omni Directional Lighthouse Red Rear Side Bumper | 1 | 87.99 | 87.99 |
| L | Labor Charges | 13 | 140.00 | 1,820.00 |
| | Roof Equipment | | | |
| NMOKHFUD25 | Radio, Coax Cable | 5 | 35.64 | 178.20 |
| AP-MMF-CCWGQSMARP3BL | Airgain Antenna Plus, MULTIMAX Antenna 2 LTE, WIFI (RP) and GPS | 1 | 308.00 | 308.00 |
| MMGSK | Seal Gaskets Fit Around 3/4 Mount Nut | 1 | 5.76 | 5.76 |
| 470254 | Wilsonlec, Drive Reach Fleet Cel Booster Kit | 1 | 524.99 | 524.99 |
| MRC | Rain Cap NMO Antenna Mounts | 1 | 14.95 | 14.95 |
| L | Labor Charges | 1.5 | 140.00 | 210.00 |
| | Drivers Compartment Equipment | | | |
| BW47UFX | Whelen, I-E XLP Series Lightbar, Ford F150, 2015-2019 | 1 | 2,254.00 | 2,254.00 |
| 52326BLK | 40/20/40 SEAT COVERS FOR 2023 FORD F-250 BLACK | 1 | 357.00 | 357.00 |
| AA-MCSO-BA-2 | Autoaddit, Custom Console | 1 | | |
| 425-6101 | Jottodesk, Jotto, 4" Face Plate, Fits Whelen Cencom, Mpc-03, 295Sda/Ssa | 1 | | |
| CCTL7 | Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head | 1 | | |
| C399K5 | Whelen, OBDII Canport Cable Kit Ford | 1 | | |
| E-123 | Misc, Relay 30A | 2 | 9.95 | 19.90 |
| AA-XTL-2500 | Autoaddit, Face Plate Xtl Rem Hd | 1 | | |
| MMSU-1 | Mag Mic Magnetic Mic Kit | 1 | 39.95 | 39.95 |
| RPN-9009 | RAPTOR Dual Position AR/40MM Rack Electric Locks | 1 | 606.74 | 606.74 |
| RPN1055 | Misc, Magazine Holder Ar-15 | 1 | 14.95 | 14.95 |
| AA-USB-R-CIG-1.5 | Autoaddit, 1.5" 1 Usb 2Pwr | 3 | 14.00 | 42.00 |



Sales Quote

Page: 3

3925 Fairview Industrial Dr SE, Ste 150 Salem, OR 97302
 Phone: 503-393-3910 Fax: 503-393-7265

Quote Number: 51288
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 Terms: Net 30
 Payment Method:

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 To: Michael Ryan
 308 NE 2nd St.
 Prineville, OR 97754
 Phone: 541-447-6398

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 To: Michael Ryan
 308 NE 2nd St.
 Prineville, OR 97754
 Phone:

Ship Via
 Tax Ident. Type

Legal Entity

Customer ID
 SalesPerson

81137
 Quinten Pearson

Vehicle Information:

| Item No. | Description | Quantity | Unit Price | Total Price |
|--------------------|---|----------|------------|-------------|
| C-LPO | Havis, Lighter Plug Socket and Cap | 1 | 7.50 | 7.50 |
| USBR12V2 | Dual 2.1A Output USB Charger w/LED and CAP | 1 | 26.00 | 26.00 |
| 425-6048-TAB | Misc, .5" No Hole Filler Plate w/Holding Tab | 1 | 18.50 | 18.50 |
| 425-6050 | Jottodesk, Jotto, 1.5" Face Plate | 1 | | |
| 425-6033 | Jottodesk, Dual Cup Holder | 1 | 44.62 | 44.62 |
| 425-1485 | Jottodesk, 4" Fp Mount Utility Pocket 2.75" Deep | 1 | 57.36 | 57.36 |
| C-ARM-102 | Havis, Side Mount Armrest 2.75" Wide Pad | 2 | 65.80 | 131.60 |
| 14.0553 | Able 2, Triple Outlet Box | 1 | 32.62 | 32.62 |
| 6404 | Misc, Red LED Rocker - 1 for Rigid Back up lights & 1 for HI/LO Siren | 2 | 17.95 | 35.90 |
| 20702 | Strmlight, SI-20L LED Flash Light Nimh Dc Kit | 1 | 160.48 | 160.48 |
| 75712 | Streamlight, Stinger C4 LED Rechargeable Flashlight, 12V DC Charger - Black | 1 | 136.69 | 136.69 |
| AA-MCSO-8060 | Autoaddit, Pelican 8060 Flashlight Mounting Bracket | 1 | 17.50 | 17.50 |
| C-HDM-204 | Havis HD Telescoping Pole, Side Mount, Short Handle | 1 | 161.00 | 161.00 |
| C-HDM-401 | Havis Heavy-Duty Stability Side Arm | 1 | 55.30 | 55.30 |
| C-MD-119 | Havis, 11" Slide Out Locking Swing Arm w/ Low Profile Motion Device Adapter | 1 | 256.90 | 256.90 |
| C-KBM-202 | Havis, Rugged Keyboard Mount and Adapter Combination | 1 | 118.30 | 118.30 |
| AA-KBM-DCSO | Autoaddit, Keyboard Adapter for Motorola | 1 | 105.00 | 105.00 |
| C-ADP-110 | Havis, C-MD-100 Series to C-UMM Bracket Assembly | 1 | 28.70 | 28.70 |
| C-UMM-103 | Havis, Universal Monitor Mount Assembly | 1 | 82.60 | 82.60 |
| C-MM-218 | Havis, Monitor Adapter Plate Assembly | 1 | 37.10 | 37.10 |
| B00I8VVFVQ | It Misc, Cat5E 25' Black | 1 | 29.95 | 29.95 |
| AA-ZEBRA-520-PG | Misc, Zebra 520 Printer Mount for Pro-Gard Partition | 1 | 35.00 | 35.00 |
| 60CREGCS | Whelen, 12 Diode Interior Light, 6" Round Surface Mount Split Red/White | 1 | 154.80 | 154.80 |
| L | Labor Charges | 21 | 140.00 | 2,940.00 |
| <hr/> | | | | |
| Back End Equipment | | | | |
| <hr/> | | | | |
| C399 | Whelen Cencom Core WCX Remote Siren & Control Center | 1 | 1,079.00 | 1,079.00 |
| CEM16 | Whelen Core WCX 16 Output Expansion Module | 1 | 175.20 | 175.20 |
| CPI2500W | Misc, 2500W Inverter | 1 | 299.95 | 299.95 |
| CPIALCDG1 | Misc, Remote Inverter On/Off Switch w/2 Quick Charge Ports | 1 | 59.95 | 59.95 |
| UL603CB-6 | Misc, Pwr Strip 4Plug | 1 | 34.95 | 34.95 |



Sales Quote

Page: 4

3925 Fairview Industrial Dr SE, Ste 150 Salem, OR 97302
 Phone: 503-393-3910 Fax: 503-393-7265

Quote Number: 51288
 Document Date: 1/14/2025
 Terms: Net 30
 Payment Method:

Sell To: Crook County Sheriff's Office
 Michael Ryan
 308 NE 2nd St.
 Prineville, OR 97754
 Phone: 541-447-6398

Ship To: Crook County Sheriff's Office
 Michael Ryan
 308 NE 2nd St.
 Prineville, OR 97754
 Phone:

Ship Via
 Tax Ident. Type Legal Entity

Customer ID 81137
 SalesPerson Quinten Pearson

Vehicle Information:

| Item No. | Description | Quantity | Unit Price | Total Price |
|------------------|--|----------|------------|-------------|
| 090-0150-0 | Kussmaul, 150A Circuit Breaker, Waterproof | 1 | 48.60 | 48.60 |
| VTX609R | Whelen, Vertex Super-LED Omni Directional Lighthouse Red Reverse Housing | 2 | 87.99 | 175.98 |
| I3SMJA | Whelen, SURFACE MT TRIO ION R/B W/AMB Upper Rear Window | 4 | 145.80 | 583.20 |
| AA-ION-FLAT-BRKT | Autoaddit, Ionsm Flat Bracket | 4 | 19.95 | 79.80 |
| MCRNSR | Whelen, Micron Series, Surface Mount - Red | 2 | 108.25 | 216.50 |
| MCRNSB | Whelen, Micron Series, Surface Mount - Blue | 2 | 108.25 | 216.50 |
| 202113 | Rigid, D-Series Pro Driving/Flood Pair Black | 1 | 229.99 | 229.99 |
| E-123 | Misc, Relay 30A - For Rigid Lights | 1 | 9.95 | 9.95 |
| XS3 | Decked, Bed Drawer; 2000 Pound Load Capacity Full Bed Deck Unit 6'9" Bed | 1 | 2,204.73 | 2,204.73 |
| AD8WIDEX2 | Keystone, Drawer Dividers - Wide Qty. 2 | 1 | 15.43 | 15.43 |
| AD5-DTAN | Misc, Decked Lrg Tool Drawer - Tan | 1 | 59.63 | 59.63 |
| AD6-DTAN | Keystone, Decked Small Tool Drawer - Tan | 1 | 49.35 | 49.35 |
| L | Labor Charges | 19 | 140.00 | 2,660.00 |
| INSTALL | Install Materials | 1 | 604.80 | 604.80 |
| F | Shipping Charges | 1 | 250.00 | 250.00 |

Amount Subject to Sales Tax 0
 Amount Exempt from Sales Tax 30,666.45

Subtotal: 30,666.45
 Total Sales Tax: 0.00

Total: 30,666.45 **Page 64**

P&RS

Crook County Sheriffs SAR Build
 2025 F250/350 - any difference w/ Chevy?

| Item | Discription | Qty | Price | Extended | Labor hrs | labor | |
|---|--|-----|--------------------|--------------------|-----------|----------|--------------------|
| Buckstop front Winch bumper | F23Fstk | 1 | \$2,908.00 | \$2,908.00 | 2 | \$110.00 | \$220.00 |
| 7" dual patter LED lights | Scope combo pair | 1 | \$598.00 | \$598.00 | 0.5 | \$110.00 | \$55.00 |
| 4" single pattern LED lights | 30W LED Cube pair | 1 | \$175.00 | \$175.00 | 0.5 | \$110.00 | \$55.00 |
| 40" LED light bar | Single row | 1 | \$299.00 | \$299.00 | 0.5 | \$110.00 | \$55.00 |
| Cube LED back up lights | 30W LED Cube pair | 1 | \$175.00 | \$175.00 | 0.5 | \$110.00 | \$55.00 |
| Buckstop Rear bumper | RF23 | 1 | \$1,680.00 | \$1,680.00 | 2 | \$110.00 | \$220.00 |
| 12000lb. Warn winch front | Zeon 12000 | 1 | \$1,214.00 | \$1,214.00 | 1 | \$110.00 | \$110.00 |
| Rear cargo LED lights | 10W work light pair | 1 | \$119.00 | \$119.00 | 1 | \$110.00 | \$110.00 |
| Side work LED lights | 10W work light pair | 1 | \$119.00 | \$119.00 | 1 | \$110.00 | \$110.00 |
| Headache rack w/winch and Starlink | Custome made w/powder coat | 1 | \$4,500.00 | \$4,500.00 | 12 | \$110.00 | \$1,320.00 |
| 4500lb winch for headache rack | | 1 | \$210.00 | \$210.00 | 1 | \$110.00 | \$110.00 |
| Turn over Goose neck hitch | 1123 | 1 | \$597.14 | \$597.14 | 6 | \$110.00 | \$660.00 |
| Skld plates | N/A as of 1/6/25 | | | \$0.00 | 3 | \$110.00 | \$330.00 |
| Amp Research running boards | | 1 | \$1,385.99 | \$1,385.99 | 4 | \$110.00 | \$440.00 |
| Inverter | Red Arc R-12-1000RS-NA | 1 | \$490.00 | \$490.00 | 1 | \$110.00 | \$110.00 |
| Inverter Remote | Red Arc REMOTE-RS | 1 | \$45.00 | \$45.00 | 1 | \$110.00 | \$110.00 |
| Lithiom charger | AC-DC 30amp | 1 | \$310.25 | \$310.25 | 2 | \$110.00 | \$220.00 |
| E360 battery | Lithiom 240ah | 1 | \$2,081.00 | \$2,081.00 | 1 | \$110.00 | \$110.00 |
| Dc to Dc battery charger | Victron ORI121217040 | 1 | \$328.10 | \$328.10 | 1 | \$110.00 | \$110.00 |
| Battery monitor | E360 w/shunt Expion360 | 1 | \$223.47 | \$223.47 | 1 | \$110.00 | \$110.00 |
| Start Battery charger | Norco GENIUS10 | 1 | \$99.95 | \$99.95 | 1 | \$110.00 | \$110.00 |
| Garmin Tread Gps | Tread XL Overland 10' | 1 | \$1,499.99 | \$1,499.99 | | \$110.00 | \$0.00 |
| Garmin Tread mount | Tread XL Dock | 1 | \$469.99 | \$469.99 | 1 | \$110.00 | \$110.00 |
| Switch Pros switch pannle | 8 Switch | 1 | \$649.00 | \$649.00 | 1 | \$110.00 | \$110.00 |
| In Bed tool box and Fuel tank | Dee Zee box and tank | 1 | \$1,806.00 | \$1,806.00 | 2 | \$110.00 | \$220.00 |
| Fuel tank pump | Fill Rite 1204H | 1 | \$510.00 | \$510.00 | 2 | \$110.00 | \$220.00 |
| Remote wiring front and rear for Jump start/winch | | 1 | \$450.00 | \$450.00 | 4 | \$110.00 | \$440.00 |
| Brite Litz flasher | ZF-F150-2024 | 1 | \$449.99 | \$449.99 | 1 | \$110.00 | \$110.00 |
| Rock lights | | 6 | \$21.00 | \$126.00 | 3 | \$110.00 | \$330.00 |
| Recovery kit | | 1 | \$499.00 | \$499.00 | | \$110.00 | \$0.00 |
| Molle Pannles in bed sides | Adictive Dessert | 2 | \$499.95 | \$999.90 | 1 | \$110.00 | \$110.00 |
| Shovel and mount | | 1 | \$149.95 | \$149.95 | 1 | \$110.00 | \$110.00 |
| Axe mount | | 1 | \$84.95 | \$84.95 | 1 | \$110.00 | \$110.00 |
| LEO Items | | | | \$0.00 | | \$110.00 | \$0.00 |
| Remote Spot light | Remote light/controler/mount | 1 | \$642.55 | \$642.55 | 3 | \$110.00 | \$330.00 |
| 2x4 r/b/w led | | 2 | \$163.10 | \$326.20 | 2 | \$110.00 | \$220.00 |
| 1x4 r/b/w | | 6 | \$120.00 | \$720.00 | 4 | \$110.00 | \$440.00 |
| Whelen controler | | 1 | \$1,210.00 | \$1,210.00 | 6 | \$110.00 | \$660.00 |
| Siren | | 1 | \$205.00 | \$205.00 | 2 | \$110.00 | \$220.00 |
| Center consoule | Havis console/comp mount/keyboard mount. | 1 | \$2,215.00 | \$2,215.00 | 4 | \$110.00 | \$440.00 |
| Star link mini | | | | \$0.00 | 2 | \$110.00 | \$220.00 |
| Radio antenas | | 2 | \$69.00 | \$138.00 | 2 | \$110.00 | \$220.00 |
| Misc cabling | | 1 | \$400.00 | \$400.00 | 6 | \$110.00 | \$660.00 |
| Misc. | | | | \$0.00 | | | |
| Interior dome lights | | 2 | \$42.00 | \$84.00 | 4 | \$110.00 | \$440.00 |
| totals | | | \$29,714.37 | \$31,193.42 | 95 | | \$10,450.00 |
| Grand Total | | | | | | | \$41,643.42 |

Not included in this quote are LEO specific electronics ie. Radios and computer system.
 To start this project we will require Payment for parts and supplies up front.

Lisa Neuberger

From: info@ripq.net
Sent: Thursday, January 9, 2025 12:29 PM
To: Mitch Madden
Subject: Re: New CCSO Search & Rescue truck

Hey Mitch,

Price for reflective is listed below.

\$688.67 (search and rescue on bedrail)
\$662.24

Thanks,
Matt

From: Mitch Madden <mitch.madden@crookcountysheriff.org>
Sent: Thursday, January 9, 2025 12:17 PM
To: info@ripq.net <info@ripq.net>
Subject: Re: New CCSO Search & Rescue truck

Okay sounds good....if you could make it reflective that would be great! I would also like to have "Search and Rescue on the tailgate.

Lieutenant Mitch Madden
Crook County Sheriff's Office
Patrol Division



From: info@ripq.net <info@ripq.net>
Sent: Thursday, January 9, 2025 12:16 PM
To: Mitch Madden <mitch.madden@crookcountysheriff.org>
Subject: Re: New CCSO Search & Rescue truck

Hey Mitch,

The layout with the search and rescue on the bed rail runs \$482.67 and the one with it on the front fender is \$456.75. If you want to add info to the tailgate you're usually right around \$75-\$100. This quote is for our standard high-performance vinyl. Let me know if this needs to be reflective and I will re-quote it.

Thanks,
Matt

From: Mitch Madden <mitch.madden@crookcountysheriff.org>
Sent: Monday, January 6, 2025 3:29 PM
To: info@ripq.net <info@ripq.net>
Subject: Re: New CCSO Search & Rescue truck

Matt,

They look great. I am sending it out to our SAR members to vote on what they would like. Are you able to provide me with a rough estimate as to how much this will be?

Lieutenant Mitch Madden
Crook County Sheriff's Office
Patrol Division



From: info@ripq.net <info@ripq.net>
Sent: Friday, January 3, 2025 10:27 AM
To: Mitch Madden <mitch.madden@crookcountysheriff.org>
Subject: Re: New CCSO Search & Rescue truck

Hey Mitch,

Sorry for the delay in getting this over to you. Attached are a couple of mockups for the F350. I did one with the search and rescue on the front fender and one on the bed, along with the search and rescue logo having a white background compared to a black background. Let me know if any of these were what you were wanting.

Thanks,
Matt

From: Mitch Madden <mitch.madden@crookcountysheriff.org>
Sent: Wednesday, December 18, 2024 6:26 AM
To: info@ripq.net <info@ripq.net>
Subject: Re: New CCSO Search & Rescue truck

Ford F350

**Lieutenant Mitch Madden
Crook County Sheriff's Office
Patrol Division**



From: info@ripq.net <info@ripq.net>
Sent: Tuesday, December 17, 2024 2:54 PM
To: Mitch Madden <mitch.madden@crookcountysheriff.org>
Subject: Re: New CCSO Search & Rescue truck

Hey Mitch,

I can do that, what make, and model is the truck?

Thanks,

Matt

From: Mitch Madden <mitch.madden@crookcountysheriff.org>
Sent: Monday, December 16, 2024 3:23 PM
To: info@ripq.net <info@ripq.net>
Subject: New CCSO Search & Rescue truck

Matt,

I am working on getting Search & Rescue a new truck. I want to use our new graphics package that you have with a couple of changes. Rather than having our shoulder patch on the front fender, just in front of the front driver and passenger doors, I would like to replace it with the Search & Rescue patch (see attached). Also, on the front fender up high and on the tailgate, I would like it to say **Search and Rescue**.

If you wouldn't mind working up a quote for me that would be awesome!

Thank you!

**Lieutenant Mitch Madden
Crook County Sheriff's Office
Patrol Division**



**PUBLIC NOTICE
NOTICE OF PUBLIC COMMENT PERIOD**

Crook County hereby gives notice that it intends to expend funds in accordance with Title III of P.L. 106-393, Secure Rural Schools and Self Determination Act, as required under Section 302 (5)(b) of the same reauthorized.

The county intends to expend up to \$115,000 in federal funds for the purpose of purchasing and upfitting a one-ton pickup to be used for emergency response on public lands.

Current vehicles available for Crook County Search and Rescue are aging and high mileage, leading to increased maintenance costs, risk of failure, and operational downtime. A one-ton truck will significantly improve the efficiency, safety, and success of CCSO SAR missions while ensuring personnel and equipment reach those in need without unnecessary delay.

The one-ton truck will enhance our response capabilities specifically to search and rescue missions, wildfires, flooding, other natural disasters, and medical emergencies and effectively provide a vital resource to mitigate the risk of human injury/death or damage to property on authorized federal land.

Public comments regarding this project are requested and may be submitted in writing to County Commissioner Board Chair Brian Barney, 300 NE Third St., Prineville, OR 97754 by Friday, May 16, 2025, at 5pm Pacific Time.

AGENDA ITEM REQUEST



Date:

3/19/2025

Meeting date desired:

3/26, 4/2

Subject:

Community Mental Health Provider Contract 2025 Amendment with PacificSource

Background and policy implications:

Amendment for FY26 for Crook County Community Mental Health Provider, BestCare

Budget/fiscal impacts:

Minimal to BestCare

Requested by:

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

Presenters:

Rick Treleaven, BestCare CEO (if requested)
Katie Plumb, Health & Human Services Director

Legal review (only if requested):

Elected official sponsor (if applicable):



**2025 AMENDMENT
to the
PARTICIPATING PROVIDER AGREEMENT**

Effective January 1, 2025, the Participating Provider Agreement (the “Agreement”) between PacificSource Community Solutions (“Health Plan”) and Central Oregon Community Mental Health Programs (“CMHPs” or “Provider”) is amended to include the following:

1. New Attachments G and H.
2. New Attachment – Wraparound Addendum
3. Inclusion of **Oregon Health Plan (Oregon Health Authority) Contract Exhibit.**

Except for the changes described herein, the Participating Provider Agreement, and all other Exhibits, remain unchanged.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

PACIFICSOURCE COMMUNITY SOLUTIONS

DESCHUTES COUNTY HEALTH SERVICES

By: _____
PETER MCGARRY

By: _____
ANTHONY DEBONE, CHAIR

PATTI ADAIR, VICE CHAIR

PHIL CHANG, COMMISSIONER

Title: VP PROVIDER NETWORK

Title: BOARD OF DESCHUTES COUNTY COMMISSIONERS

Date: _____

Date: _____

Address: PO Box 7469
Bend, OR 97701

Address: 2577 NE Courtney Drive
Bend, OR 97701

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

By: _____

Name: WAYNE FORDING

Name: KELLY SIMMELINK

Title: COMMISSIONER

Title: COMMISSIONER

Date: _____

Date: _____

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

Name: MARK WUNSCH

Title: COMMISSIONER

Date: _____

PACIFICSOURCE COMMUNITY SOLUTIONS

By: _____

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

Name: SETH CRAWFORD

Title: COUNTY COMMISSIONER

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

Name: SUSAN HERMRECK

Title: COUNTY COMMISSIONER

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

Name: BRIAN BARNEY

Title: COUNTY COMMISSIONER

Date: _____

PACIFICSOURCE COMMUNITY SOLUTIONS

By: _____

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: _____

ATTACHMENT G

RISK MODEL

1.0 RISK MODEL.

The 2025 Risk model agreed upon by Health Plan, various primary care providers of St. Charles Medical Group, Mosaic Medical Group, Praxis Medical Group, COIPA, and the Central Oregon Community Mental Health Programs (“CMHP(s)”) shall contain the following:

- (A) A construct involving two (2) main Coordinated Care Organization (CCO) territories (Central Oregon CCO and Columbia Gorge CCO) and settlements within each CCO for OHP Members, as well as the potential for settlement impacts for CMHPs should CMHPs provide services to OHP Members from the Lane, Marion/Polk, or Portland area CCOs. In the Central Oregon CCO, the separate Health Care Budget (HCB) settlements shall be for those OHP Members who are assigned to primary care providers of (i) St. Charles Medical Group (SCMG) combined with the primary care providers of Mosaic Medical Group (Mosaic), (ii) COIPA, and (iii) Praxis Medical Group. In the Central Oregon CCO, there are some OHP Members who are assigned to primary care providers other than SCMG, Mosaic Medical Group, COIPA, and Praxis, for whom there may be no HCB, and/or no settlement involving CMHPs.
- (B) A Hospital Capitation Payment to St. Charles Health System (SCHS) for certain hospital services in the Central Oregon CCO as a component of the separate HCBs, and for which there is a Hospital Capitation Withhold (HCW) which shall be settled for SCMG/Mosaic and SCHS.
- (C) Capitated payment for primary care providers of SCMG, Mosaic, COIPA, and Praxis Medical Group for certain primary care services provided to any assigned OHP Members from any CCO, for which there will be no withhold and no independent settlement.
- (D) Fee-for-service payment for all other professional services provided by SCMG, Mosaic, COIPA, and Praxis Medical Group for any CCO members not designated as capitated primary care services per (C) above.
- (E) Capitated and fee-for-service payment to the CMHPs for services provided as detailed in Attachment H. Fee-for-service payments shall have a Claims Risk Withhold.
- (F) Patient-Centered Primary Care Home (PCPCH) and Behavioral Health Integration (BHI) per member per month payments for which primary care providers may qualify.
- (G) Payment allocations for (B), (C), (D), (E), and (F) above, and separate HCB settlements for health care expenses to determine Claims Risk Withhold and Surplus returns for SCMG, Mosaic, COIPA, Praxis Medical Group, other providers, Community Mental Health Programs (CMHPs) and Health Plan.

- (H) Separate risk models which feature Revenue and Expenses for physical health, behavioral health/Substance Abuse Disorder (SUD), Alcohol/Drug – Residential, and Behavioral Health – Residential services under OHP, paid by the state of Oregon to Health Plan as a global capitation payment, and not otherwise designated as revenue contingent on innovation grants, and the exclusion of Revenue and Expenses in the following OHP categories:
- “Dental Care” premium allocation and expenses.
 - “Non-Emergent Medical Transportation” premium allocation and expenses.
 - Payments to Central Oregon Health Council (COHC), taxes, adjustments, and premium transfers.

If there are significant fluctuations (+/-10%) in the revenue allocations/adjustments for Dental, NEMT, or taxes/adjustments/premium transfers, Health Plan will discuss such fluctuations with CMHPs as soon as possible to gain a mutual understanding of the fluctuation, and whether it was due to membership fluctuation by benefit category, or some other cause.

- (I) Contract terms that are consistent with the Joint Management Agreement (JMA) and JMA budget signed between Health Plan and the COHC which specifies the rules, duties, obligation, limitations on Health Plan margin, “Health Services” allocations, and other obligations and expenses for Health Plan as a CCO for Central Oregon.
- (J) Utilization and Process Metrics which specify the return of any HCW, and metrics which specify the return of part of the Surplus and Claims Risk Withhold which may result from health care costs measured against any HCB.

2.0 CAPITATION.

2.1 Hospital Capitation Rate (HCR) paid to SCHS: The HCR shall be negotiated as a variable per member, per month (PMPM) for OHP members with physical health benefits and will fluctuate with membership fluctuations in each Rate Category, consistent with the revenue components listed in Section 1,H above. The HCR and the resulting Hospital Capitation Payment to SCHS may vary as Estimated Earned Net Premium Revenue payments from the state of Oregon to Health Plan increase or decrease, and is a weighted average of the following Central Oregon CCO membership in various benefit categories (which will change each month with membership) and PMPM Capitation Rates specific to each Rate Category as indicated below:

| Rate Category |
|--|
| Aid to Blind/Disabled & OAA with Medicare |
| Aid to Blind/Disabled & OAA without Medicare |
| CAF Children |
| ACA Ages 19-44 |
| ACA Ages 45-54 |
| ACA Ages 55-64 |
| PLM, TANF and CHIP Children age < 1 |
| PLM, TANF and CHIP Children age 1-5 |

| |
|---|
| PLM, TANF and CHIP Children age 6-18 |
| Poverty Level Medical Adults (includes pregnancy) |
| TANF (Adults only) |
| BCCP |

2.2 Hospital Capitation Withhold (HCW): The Hospital Capitation Payment will have an eight percent (8%) Hospital Capitation Withhold.

2.3 Hospital Capitation Services: The following hospital services provided to Central Oregon CCO OHP members will be reimbursed via the Hospital Capitation Payment paid to SCHS for services provided at St. Charles Medical Center – Bend, St. Charles Medical Center – Redmond, St. Charles Medical Center – Prineville, and St. Charles Medical Center – Madras:

- Hospital Inpatient Services, including swing beds and rehabilitation.
- Hospital Outpatient Services, including therapies.
- Home Health/Hospice Services billed by St. Charles Medical Center or its owned entities.

In the event of a significant shift in central Oregon community patterns-of-care that increase or decrease by more than five percent (5%) for inpatient care, outpatient surgery, outpatient care, or the proportion of hospital care provided by out-of-area providers for any twelve-month period compared to a prior twelve-month period, the hospital capitation rate may, upon mutual agreement by SCMG, Mosaic, SCHS, COIPA, CMHPs, and Health Plan, be adjusted to account for such shifts in community patterns-of-care.

Both parties acknowledge the Hospital Capitation Payment is not intended to include reimbursement for behavioral health services funded via behavioral health/SUD Residential or other OHP revenue. In the event of a duplicate payment to SCHS for such services paid under the Hospital Capitation Payment, Health Plan will present such information to all risk model entities to adjust for such duplicate payment.

2.4 Other Hospital Services: The following hospital services provided to Central Oregon CCO OHP members will be reimbursed via methods other than the Hospital Capitation Payment:

- Professional Services billed by SCHS professional and hospital-based providers and billed on a CMS 1500 form or UB-04 or other form, which, unless covered under a separate agreement.
- Services provided by and billed under St. Charles Medical Group and St. Charles Family Care.
- Services provided by and billed under Sageview Behavioral Health.

- Inpatient and outpatient Behavioral Health/SUD, Alcohol/Drug – Residential, or Behavioral Health – Residential services funded via OHP’s Behavioral Health/SUD, Alcohol/Drug - Residential or Behavioral Health – Residential revenue.
- Inpatient and outpatient Dental Services funded as the Oregon Health Plan and OHA’s Dental revenue via dental care providers and Dental Care Organizations (DCOs).

2.5 Primary Care Capitation Rate. For services provided by SCMG, Mosaic Medical, COIPA, and Praxis Medical Group who is providing certain primary care services for SCMG, Mosaic, COIPA, and Praxis Medical Group-assigned OHP Members, reimbursement will be made on or around the 15th of every month and shall be negotiated as a variable per member per month.

This Primary Care Capitation rate will be made as a per member per month amount for any Federally Qualified Health Centers or Rural Health Centers, upon identification as such by Health Plan.

This Primary Care Capitation Rate will be applied to the following PCP Adjustment Factors attributed to the individual rate categories, which are:

| Rate Category |
|---|
| Aid to Blind/Disabled & OAA with Medicare |
| Aid to Blind/Disabled & OAA without Medicare |
| CAF Children |
| ACA Ages 19-44 |
| ACA Ages 45-54 |
| ACA Ages 55-64 |
| PLM, TANF and CHIP Children age < 1 |
| PLM, TANF and CHIP Children age 1-5 |
| PLM, TANF and CHIP Children age 6-18 |
| Poverty Level Medical Adults (includes pregnancy) |
| TANF (Adults only) |
| BCCP |

Primary care providers shall submit a claim to Health Plan for every service provided, including capitated primary care services.

2.6 Covered Services Paid By Primary Care Capitation Rate.

This Primary Care Capitation Rate, multiplied by the PCP Adjustment Factors, will be considered payment in full for the following CPT code services which are provided by primary care providers for their assigned OHP Members:

| Services | CPT Codes |
|-----------------------|--|
| Office Visits | 99202-99205, 99211-99215, 99241-99245 |
| Home Services | 99341-99345, 99347-99350 |
| Other Office Services | 92551, 92552, 93000, 93005, 93010, 93790, 95115-95134, 99000-99002, 99050, 99051, 99053, |

| | |
|-------------------------|--|
| | 99056, 99058, 99070, 99080, 99366-99368, 99429, 99441-99443 |
| Minor Surgical Services | 10060, 10061, 10080, 10120, 10140, 10160, 11720, 11721, 11740, 16000, 16020, 17110, 17111, 20550, 20600, 20605, 20610, 30300, 36415, 45300, 45303, 46600, 46604, 51701, 54050, 54055, 54056, 56501, 65205, 65220, 69200, 69210 |

3.0 COMPENSATION – ALL OTHER PROFESSIONAL SERVICES.

For non-capitated primary care services and all specialty/ancillary services provided to OHP Members irrespective of primary care provider assignment, SCMG, Mosaic, COIPA, and Praxis Medical Group shall be compensated based on Resource Based Relative Value Scale (“RBRVS”) conversion factors or a percentage of the current OHP fee schedule. Payment will be less an established Claims Risk Withhold. On an annual basis, this Claims Risk Withhold will be returned in whole, in part, or not returned, based upon (a) the comparison of paid and incurred claims expenses and other costs, to separate HCBs in Sections 7 of this Exhibit B as well as the performance of quality metrics in Section 7.6, or (b) per the contract of the OHP Member’s primary care provider, if other than SCMG, Mosaic, COIPA, or Praxis Medical Group.

3.1 Medical Fee For Service.

| SERVICE/PROCEDURE | MAXIMUM ALLOWABLE | CLAIMS RISK WITHHOLD |
|--|---|----------------------|
| Services listed in the CMS Physicians Fee Schedule: OHA GPCI Adjusted RVUs for services | conversion factor ^{1, 2, 3} | 8% |
| Labor and Delivery: CPT Codes 59400-59622 | conversion factor ^{1, 2, 3} | 8% |
| Laboratory: Services classified by CMS using OHP Medical-Dental Fee Schedule | % of OHP Allowable ^{1, 3} | 8% |
| Anesthesia: Services classified in the American Society of Anesthesiologists Relative Value Guide | per unit ASA Conversion Factor ⁴ | 8% |
| Durable Medical Equipment, Prosthetics, Orthotics and Supplies: Services listed in the OHP Medical-Dental Fee Schedule | % of OHP Allowable ^{1, 3} | 8% |
| Injectables, Vaccines, Immunizations: Services listed in the OHP Medical-Dental Fee Schedule | % of OHP Allowable ^{1, 3} | 8% |
| Services and procedures without an OHP Allowable | | 8% |

Note: Payment will be based upon the lesser of the billed amount or Health Plan negotiated rates in effect at the time the service or supplies are rendered or provided as specified above.

1. Updates to the schedules noted above shall be updated in accordance with OHP.

2. Facility and non-facility RVUs shall be used and determined by the setting in which the service occurs.

3. Health Plan will reimburse based on the rates published as of the date of adjudication.

4. ASA Basic Unit Value and annual updates as defined by the American Society of Anesthesiologists Relative Value Guide. Time units shall be based on fifteen (15) minute increments.

3.2 Patient Centered Primary Care Home (PCPCH) Program and Behavioral Health Integration.

Primary care providers may opt into Health Plan's Base or Program Participation PCPCH Program.

4.0 ALTERNATIVE PAYMENT MODELS.

4.1 Pediatric Hospitalist Program.

SCHS shall be paid per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA, and Praxis Medical Group's primary care providers in Central Oregon, to support a Pediatric Hospitalist Program (the "Program"). This amount will be an expense against separate HCBs to support the costs of the Program. Program revenue and costs, including FTE costs, will be reported showing any deficit/surplus. SCHS will provide, no less than quarterly, the accounting for the Program revenue and costs as described above to Health Plan.

4.2 Provider Incentives for Enhanced Access, Quality Improvement and PCPCH Certification.

SCMG, Mosaic, COIPA, and Praxis Medical Group shall be paid per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA, and Praxis Medical Group. This amount will be an expense against their respective HCBs.

4.3 Deschutes Stabilization Center.

Deschutes County shall be paid ninety-three cents (\$0.93) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA, and Praxis Medical Group primary care providers in Central Oregon, to support a Deschutes Stabilization Center. This amount will be an expense toward HCBs.

5.0 PREMIUM ALLOCATION.

Health Plan and CMHPs have established the following allocation of premium in order to implement the compensation and risk incentive structure:

5.1 Definitions. Estimated Earned Net Premium Revenue. Estimated Earned Net Premium Revenue shall consist of those global capitation payments (including adjustments and reconciliations with the state of Oregon) received by Health Plan from the State of Oregon for OHP Members assigned to SCMG's/Mosaic's, COIPA's, and Praxis Medical Group's primary care providers in the Central Oregon CCO for health services under OHP, less premium allocations and/or payments for services in Section 1,H, which include: Dental Care premium allocation and claims paid to DCOs, Non-Emergent Medical Transportation premium allocation and claims paid to NEMT vendors, payments to COHC per the agreement with the COHC, taxes, adjustments, premium transfers, innovation grant revenue, OHA-required Hepatitis C reconciliations with OHA as necessary, and any portion of QIM bonus or QIM withhold retained per agreement with the COHC.

5.2 Allocation of Estimated Earned Net Premium Revenue.

After the application of any QDP/GME/MCO/Provider taxes, ACA taxes, OHA-required qualified directed pass-through payments, Health Plan Income Taxes for Medicaid, a payment to fund the COHC in the amount of one percent (1%) of gross premium (not counting pass-through funds), premium transfers for Dual Eligible Medicare premium and excluding: Dental Care premium allocation and claims paid to DCOs, Non-Emergent Medical Transportation premium allocation and claims paid to NEMT vendors, innovation grant revenue, OHA-required Hepatitis C reconciliation adjustments with the OHA/state of Oregon as necessary, and QIM withhold retained per agreement with the COHC, the remaining Estimated Earned Net Premium Revenue will be allocated as follows:

- 5.2.1 Administration. Eight and sixty hundredths' percent (8.60%) of the remaining Estimated Earned Net Premium Revenue shall be allocated to Health Plan for administration.
- 5.2.2 Amounts Allocated to the primary care provider HCB. Ninety-one and forty hundredths' percent (91.40%) of the remaining Estimated Earned Net Premium Revenue shall be allocated to the separate HCBs of SCMG/Mosaic, COIPA, and Praxis Medical Group.

6.0 ALLOCATIONS AND DISBURSEMENT

6.1 Computation of Budget Expenses.

For OHP Members assigned separately to primary care providers of SCMG/Mosaic, COIPA, and Praxis Medical Group, all claims expenses (including Claims Risk Withhold), PMPM fees (including credentialing and any CPC+ expenses), reinsurance/stop loss premium expenses (less recoveries), Pharmacy Expenses (less rebates), Hospital Capitation Payments (including HCW), PCP Capitation Expense, subrogation adjustments, premium/MCO taxes, coinsurance expenses, out-of-area expenses, ancillary expenses, behavioral health/Substance Abuse Disorder (SUD) expenses paid to CMHPs, SCHS and other panel providers, Alcohol/Drug Residential expenses, Behavioral Health – Residential expenses, Health Services and other expenses iterated in the Joint Management Agreement (JMA) and JMA budget between Health Plan and the COHC shall be charged to the separate HCBs based on the day services were actually rendered with the exception of Late Claims, as defined in Section 6.2 below, which shall be charged to the next year's applicable budget.

6.2 Disposition of Late Claims.

Late Claims are those claims received, processed, and paid later than four months (120 days) after the close of the contract period. Late Claims will be attributed to the next year's applicable budget.

7.0 SETTLEMENT PARAMETERS.

7.1 Settlement Parameters for OHP Members.

The following settlement parameters for this Section 7 are intended to approximate financial terms for OHP Members assigned to SCMG/Mosaic's, COIPA's, and Praxis Medical Group's primary care providers. CMHP's role in settlements shall be consistent with the settlement terms of SCMG/Mosaic, COIPA, and Praxis Medical Group, should such settlement terms differ from the terms and percentages otherwise indicated in this Section 7. CMHPs understand and agree to be subject to the settlement terms other primary care provider agreements when CMHPs provide services for OHP Members assigned to non-SCMG/Mosaic, non-COIPA, and non-Praxis Medical Group entities.

7.2 Time Period.

Annual Claims Risk Withhold and HCW settlement reports will occur for the 2025 calendar year four months (120 days) after the close of the contract period ending December 31st. Any charges/credits to the applicable budgets that have occurred since the settlement of the previous contract period are accounted for in the settlement of the current period.

7.3 Claims Risk Withhold Settlement Summary.

Health Plan shall be responsible for computing, documenting, and reporting an annual Claims Risk Withhold settlement summary. This report shall be submitted approximately five months (151 days) after year-end. In the event of a dispute regarding the accuracy and completeness of the data reported by Health Plan, Health Plan agrees to an audit of the data by an independent third party mutually agreed upon between Health Plan and providers, which shall be at the sole cost and expense of providers.

7.4 Settlement Sequence – HCW.

The HCW will be settled consistent with the terms of the agreements between Health Plan and SCHS, SCMG, and Mosaic, which are the only entities sharing in the HCW.

7.5 Settlement Sequence – HCBs.

After completion of the HCW settlements, HCBs shall be settled per the agreement between Health Plan and SCMG, Mosaic, COIPA, and Praxis Medical Group, of which the CMHPs may be a part.

8.0 GENERAL PROVISIONS.

8.1 Defined Terms.

Any terms not otherwise defined herein shall have the meaning set forth in the Participating Provider Agreement.

8.2 Precedence.

In the event of any conflict or inconsistency between this Exhibit and the Participating Provider Service Agreement, such conflict or inconsistency shall be resolved by giving precedence first to this Exhibit then the Participating Provider Agreement.

8.3 Health Services Understanding.

Health Plan and SCMG and COIPA signed a separate Letter of Understanding in July of 2015 which detailed the appropriate allocation of certain health care expenses as being part of any HCB. Consistent with that understanding, Health Plan (a) has entered into a contract with OHA whereby Health Plan has agreed to manage programs to optimize cost, quality and experience of care for OHP Members, (b) is mandated to operate such programs with auditable reporting requirements, (c) has signed an agreement with OHA (consistent with OHA rules and regulations) which stipulates such program expenses are accounted for outside Health Plan administrative/general expenses and are part of health care expenses which are part of any HCB in this Agreement, and (d) calculates a PMPM expense as a percentage of the CCO global budget, to pay for such Health Services programs.

8.4 Requirements.

CMHPs will participate in and attest to performing any applicable (a) data submission activities pertinent to CCO EHR-based incentive metrics, (b) data submission requirements including sending accurate data in time and formats determined by CCO to comply with OHA measure specifications, (c) submitting data to Health Plan on a monthly basis by the 20th of the month and acknowledging reports for the first four months of the calendar year will be provided as early as possible based on the delivery from CMHPs' software vendor, (d) requests for surveys or other information, (e) requests to complete successful CCO data collection/submission activities, and (f) reporting expectations for diabetes, hypertension, depression, tobacco prevalence and BMI. CMHPs acknowledge that submission of these requirements is essential as failure to do so for each EHR-based incentive will lead to failure for each eCQM measure, failure to meet the population threshold required and will cause the entire Central Oregon CCO to fail the measure.

CMHPs will perform patient satisfaction surveys in alignment with PCPCH standard requirements and will share such survey results with Health Plan upon reasonable request.

CMHPs will cooperate with Health Plan on Health Plan's CAHPS Improvement Plans.

CMHPs will allow Health Plan to share individual provider performance information such as quality performance metrics with CCO-contracted providers and Health Councils.

8.5 Oregon Health Plan/OHA Capitation Administration Regulations.

In the event of (a) requirements rules, regulations or guidance related to applicable provider capitation payments made by Health Plan to CMHPs, and per Health Plan Exhibit L filing and Medical Loss Ratio filings submitted to OHA, and/or (b) Health Plan's and/or OHA's interpretation of applicability of such requirements, rules, regulations, or guidance and applicability of Health Plan's capitation payment methodology with CMHPs, Health Plan may enact the following:

- A charge commensurate with any OHA recoupment, demand for repayment, charge, tax, or fee, to be charged against any HCB, and/or

- A renegotiation with CMHPs to revert all payment methodologies entailing CMHP’s capitation, to a fee-for-service payment methodology.

CMHPs shall cooperate with Health Plan to produce reports for Health Plan and/or OHA that satisfy to Health Plan and OHA discretion, the requirements, rules, regulations, or guidance from OHA related to capitation payments.

8.6 Oregon Health Plan/OHA Possible Premium Revision / MLR-based repayment to OHA.

In the event of a revision of premium levels for OHP Members by the state of Oregon/OHA by a net amount deemed by Health Plan to be inconsistent with the 2025 (a) CMHP capitation rate, (b) conversion factors, or (c) hospital capitation rates agreed to in this 2025 amendment to the Agreement, Health Plan will notify CMHPs of such inconsistency in writing, and both parties will enter into a renegotiation of 2025 reimbursement rates in order to achieve consistency with any new Oregon Health Plan/OHA premium levels.

In the event OHA determines Health Plan must pay OHA any sum because the Central Oregon CCO Medical Loss Ratio (MLR), as determined by OHA, does not meet a minimum threshold for the entire population or any benefit-category specific sub populations, Health Plan reserves the right to (a) deduct a pro-rata portion of such repayment from any HCB in Section 7, or (b) make direct investments to increase the MLR and offset such expenses with the settlement, upon communication with CMHPs and the COHC.

8.7 Health Related Services (Flexible Services and Community Based Health-Related Services).

Consistent with the Health-Related Services Rule adopted by the OHA (which includes member-level disbursements often called “flexible services”, and community-based Health-Related Services, often called “Community Benefit Initiatives”) and the Health-Related Services Brief released by the OHA, along with Health Plan policies approved by OHA, Health Plan will make certain disbursements from any HCB from time to time and at Health Plan’s discretion. These disbursements are distinct from Health Plan-provided Health Services.

8.8 Community Health Improvement Plan, Transformation Plan, and Health Council Activities.

CMHPs will collaborate with Health Plan, the COHC, and other stakeholders in completing a Community Health Assessment (CHA) and a Community Health Improvement Plan (CHIP), and in carrying out activities to implement the CHIP including any recommendation tied to community access studies. CMHPs will collaborate with Health Plan, the COHC, and other stakeholders to carry out the Transformation And Quality Strategies. For purposes of the CHA, CHIP, or Transformation And Quality Strategies, for reporting to the COHC or any of its subcommittees, or for reporting to OHA, Health Plan may share CMHP’s utilization, membership numbers, and additional performance data. CMHPs will collaborate with Health Plan and the COHC to meet Transformation and Quality Strategies requirements and participate in Transformation And Quality Strategy projects.

8.9 Corrective Action Plans

Health Plan, at its sole discretion and consistent with the expectations of Health Plan by OHA, may determine that CMHP's performance of obligations, duties, and responsibilities under the terms of this Agreement is deficient. In reaching that conclusion, Health Plan may, but is not required to consider third-party audit or other formal review results, peer review results, quality measures, written or oral feedback from members or patients, and any other issues which may be identified by Health Plan. If Health Plan determines CMHP's performance is deficient for any reason, but that such deficiency does not constitute a Material Breach of the terms of this Agreement, Health Plan may institute a corrective action plan ("CAP") subject to internal review. Health Plan will notify CMHPs of the terms of the CAP and will provide a CAP reporting template. Health Plan will supply supporting information/data to CMHPs at that time. CMHPs shall have thirty (30) days to resolve the CAP to Health Plan's satisfaction. Failure to resolve the CAP shall constitute a Material Breach by CMHPs, and Health Plan may terminate this Agreement immediately.

8.10 Cooperation and Engagement in Quality Improvement Process.

The COHC voted to support QIM-related positions within Health Plan and area providers. CMHPs agrees to cooperate with the QIM Practice Facilitator, QIM Improvement Coordinator, QIM Program Manager, and the ED Improvement Coordinator to support success on regional quality measures including the QIMS, as well as to engage and cooperate with the Provider Engagement Panel to support quality improvement in the region.

8.11 Member Assignment

Health Plan may, at its discretion, assign OHP Members to primary care providers. Revisions to assignment procedures may be made in response to objective data related to quality performance, patient access, patient experience, or in response to other information available to Health Plan.

Attachment H

**CCO Fee-for-service and Capitation for Behavioral Health Services
Community Mental Health Program for Central Oregon CCO**

Effective 01/01/2025

1. CMHP Fee-for service and Monthly Capitation Payment

For services provided to OHP Members in the counties where the CMHPs are the designated Community Mental Health Program, Health Plan will reimburse CMHPs for Therapy Services and Assessment Services on a fee-for-service basis and on a capitation PMPM basis for Non-Encounterable Health Care Costs and Program Allocation costs according to the below rate schedule. These expenses will be charged and allocated to the separate Health Care Budgets (HCBs) in Attachment G.

Services provided to OHP Members from other CCOs and other counties for which the CMHP is not the designated Community Mental Health Program, CMHPs shall be reimbursed per a separate agreement for such services.

Intensive In-Home Behavioral Health Treatment (IIBHT) Deschutes County Health Services:

CMHP shall provide access to Intensive In-Home Behavioral Health Treatment (IIBHT) services for all eligible OHP Members aged twenty (20) and younger in accordance with OARs 309-019- 0167, 410-172-0650, and 410-172-0695. For Deschutes County, IIBHT services shall be submitted using HCPCS code of H0023 and shall be reimbursed through the below capitation table. The services under H0023 are separate from services billed for Behavioral Health outreach and engagement, for which a CPT code will be designated by Health Plan. Until such a time as an alternative code is identified, CMHP will submit non-billable Behavioral Health Outreach and Engagement (H0023) claims to be attributed to Non-Encounterable Healthcare Services Costs in the capitation portion of this contract.

Intensive In-Home Behavioral Health Treatment (IIBHT) Jefferson County Health Services and Crook County Health Services:

CMHP shall provide access to Intensive In-Home Behavioral Health Treatment (IIBHT) services for all eligible OHP Members aged twenty (20) and younger in accordance with OARs 309-019- 0167, 410-172-0650, and 410-172-0695. For Jefferson County and Crook County CMHPs, IIBHT services shall be submitted using HCPCS code H0023 and shall be reimbursed at one hundred percent (100%) of the current OHA allowable, with an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

Deschutes Stabilization Center

Deschutes County's CMHP shall be paid ninety-three cents (\$0.93) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA, and other primary care providers in Central Oregon, to support a Deschutes Stabilization Center. This amount will be an expense allocated to the separate HCBs.

| SERVICE/PROCEDURE for services provided to OHP Members domiciled in | MAXIMUM ALLOWABLE | CLAIMS RISK WITHHOLD |
|--|--------------------------|-----------------------------|
|--|--------------------------|-----------------------------|

| | | |
|---|---------------------------------------|----|
| the county for which the provider of care is the designated Community Mental Health Program | | |
| CPT Codes: 90832, 90834, 90837, 90846, 90847, H0004, H0005, H0016, H0038 | 132% of OHP Allowable ^{1, 3} | 8% |
| CPT Codes: 90791, 90792, H0001, H0031, H2000 | 170% of OHP Allowable ^{1, 3} | 8% |
| CPT Codes: Q9991 and Q9992 | 100% of OHP Allowable ^{1, 3} | 8% |

Note: Payment will be based upon the lesser of the billed amount or Health Plan negotiated rates in effect at the time the service or supplies are rendered or provided as specified above.

1. Updates to the schedules noted above shall be updated in accordance with OHP.

2. Facility and non-facility RVUs shall be used and determined by the setting in which the service occurs.

3. Health Plan will reimburse based on the rates published as of the date of adjudication.

Non-Encounterable services/other billed services, Program Allocation and Mobile Crisis Payment and Definition:

CMHPs shall provide and report non-encounterable services and system supports. Non-encounterable services and system supports include, but are not limited to: travel, prevention, education and outreach, internal case consultation, co-provided services, outreach and engagement, socialization, and psycho-educational services that are not otherwise encounterable. Payments shall be an expense against the HCBs detailed in Attachment G. Payments for such services and programs shall be as follows:

| | Non-Encounterable services and all other CMHP-billed services PMPM | Program Allocation PMPM | Mobile Crisis Allocation PMPM |
|---|---|--------------------------------|--------------------------------------|
| Deschutes County Health Services, OHP Members domiciled in Deschutes/Klamath County | \$19.23 | \$6.82 | \$0.01 |
| BestCare OHP Members domiciled in Jefferson County | \$16.57 | \$10.70 | \$0.01 |
| BestCare OHP Members domiciled in Crook County | \$16.57 | \$10.70 | \$0.01 |

Oregon Health Plan (Oregon Health Authority) Contract Exhibit

In the event that any provision contained in this Exhibit conflicts or creates an ambiguity with a provision in this Agreement, this Exhibit's provision will prevail. Capitalized terms not otherwise defined herein shall have the meaning set forth in the OHA Contract, the Non-Medicaid Contract and/or OHP Bridge-BHP Contract (defined below and collectively referred to herein as "the OHA Contracts"). The parties shall comply with all applicable federal, state, and local laws, rules, regulations and restrictions, executive orders and ordinances, the OHA Contracts, OHA reporting tools/templates and all amendments thereto, and the Oregon Health Authority's ("OHA") instructions applicable to this Agreement, in the conduct of their obligations under this Agreement, including without limitation, where applicable:

- 1.0** Provider must perform the services and meet the obligations and terms and condition as if the Provider is PacificSource Community Solutions ("PCS"). [Exhibit B, Part 4, Section 11(a)]
- 2.0** This Agreement is intended to specify the subcontracted work and reporting responsibilities, be in compliance with PCS's contracts with OHA to administer the Oregon Health Plan (the "CCO Contract"), the Non-Medicaid programs (the "Non-Medicaid Contract"), and the Oregon Health Plan Bridge-Basic Health Program Services Contract (the "OHP Bridge-BHP Contract"), and incorporate the applicable provisions of the OHA Contracts. Provider shall ensure that any subcontract that it enters into for a portion or all of the work that is part of this Agreement shall comply with the requirements of this Exhibit. [Exhibit B, Part 4, Section 11(a)]
- 3.0** PCS is a covered entity and the Parties agree that they will enter into a Business Associate agreement when required under, and in accordance with, the Health Insurance Portability and Accountability Act. [Exhibit B, Part 4, Section 11(a)]
- 4.0** Provider understands that PCS shall evaluate and document Provider's readiness and ability to perform the scope of the work set forth in this Agreement prior to the effective date, and shall cooperate with PCS on that evaluation. Provider further understands that OHA has the right to receive all such evaluations. Provider understands and agrees that PCS may utilize a readiness review evaluation conducted by PCS, or a parent company or subsidiary, in relation to a Medicare Advantage subcontract with Provider if the work in question under both contracts is identical and the evaluation was completed no more than three (3) years prior to the effective date of this Agreement. [Exhibit B, Part 4, Section 11(a)]
- 5.0** Provider understands that PCS must ensure that Provider, and its employees, are screened for exclusion from participation in federal programs and that PCS is prohibited from contracting with an excluded Provider, and shall cooperate by providing PCS with information to confirm such screening. [Exhibit B, Part 4, Section 11(a)]
- 6.0** Provider understands that PCS must ensure that Provider, and its employees, undergo a criminal background check prior to starting any work or services under this Agreement, and shall cooperate by providing PCS with information to confirm such checks. [Exhibit B, Part 4, Section 11(a)]
- 7.0** Provider understands that PCS may not Delegate certain work under the OHA Contracts and that this Agreement does not terminate PCS's legal responsibility to OHA for the timely

and effective performance of PCS's duties and responsibilities under the OHA Contracts. Provider further understands that a breach by Provider of a term or condition in the OHA Contracts, as it pertains to work performed under this Agreement, shall be considered a breach by PCS of the OHA Contracts. Further, Provider understands that PCS is solely responsible to OHA for any corrective action plans, sanctions, or the like, and that PCS is solely responsible for monitoring and oversight of any subcontracted work. [Exhibit B, Part 4, Section 11(a)]

- 8.0** Provider understands and agrees that PCS must provide OHA with a list of subcontractors (including any work that Provider further subcontracts) and activities required to be performed under such subcontracts, including this Agreement, and shall include: (i) the legal name of Provider and each direct or indirect subcontractor, (ii) the scope of work and/or activities being subcontracted to each direct or indirect subcontractor, (iii) the current risk level of Provider as determined by PCS based on the level of Member impact of Provider's Work, the results of any previous Provider Performance Report(s), and any other factors deemed applicable by PCS or OHA or any combination thereof (provided, however, that PCS must apply the following OHA criteria to identify a High risk Provider, where Provider shall be considered High risk if the Provider: (a) provides direct service to Members or whose Work directly impacts Member care or treatment, or (b) has one or more formal review findings within the last three (3) years for which OHA or PCS or both has required the Provider to undertake any corrective action, or (c) both (a) and (b) above, (iv) copies of the ownership disclosure form, if applicable for Provider, (v) information about any ownership stake between PCS and Provider, if any, and (vi) an attestation from PCS regarding Paragraphs 3 through 5 above and that this Exhibit exists. [Exhibit B, Part 4, Section 11(a)]
- 9.0** Provider understands and agrees that the following obligations may not be Delegated to a third party: (i) oversight and monitoring of Quality Improvement activities, and (ii) adjudication of member grievances and appeals. [Exhibit B, Part 4, Section 11(a)]
- 10.0** Provider understands and agrees that Provider must respond and remedy any deficiencies identified in Provider's performance of the work or services to be performed under this Agreement, in the timeframe reasonably determined by PCS. [Exhibit B, Part 4, Section 11(a)]
- 11.0** Provider acknowledges and agrees that it may not bill Members for services that are not Covered Services under the OHA Contracts unless there is a full written disclosure or waiver on file, signed by the Member, in advance of the service being provided, in accordance with OAR 410-141-3565. [Exhibit B, Part 4, Section 11(a)]
- 12.0** Provider acknowledges receiving a copy of PCS's written procedures for its Grievance and Appeal System, agrees to comply with the requirements therein, and agrees to provide those written procedures to any subcontractors of Provider's services provided hereunder. [Exhibit B, Part 4, Section 11(a); Exhibit I, Section 1(b)(1)]
- 13.0** Provider understands and agrees that PCS shall monitor and audit Provider's performance on an ongoing basis and also perform timely, formal reviews of compliance with all obligations under this Agreement for the purpose of evaluating Provider's performance, which must identify any deficiencies and areas for improvement. Provider also understands and agrees to cooperate with PCS in the performance of such ongoing monitoring and review. Further, Provider understands and agrees that the annual report

must minimally include the following: (i) an assessment of the quality of Provider's performance of the work performed pursuant to this Agreement, (ii) any complaints or grievances filed in relation to such work, (iii) any late submission of reporting deliverables or incomplete data, (iv) whether Provider's employees are screened and monitored for federal exclusion from participation in Medicaid, (v) the adequacy of Provider's compliance functions, and (vi) any deficiencies that have been identified by OHA related to Provider's work performed pursuant to this Agreement. Provider understands and agrees that PCS may satisfy these requirements by submitting to OHA the results of a compliance review conducted by PCS, or a parent company or subsidiary, in relation to a Medicare Advantage subcontract with Provider if the work in question under both contracts is identical and the time period for the review is identical or inclusive of the time period for a report under this Agreement. Finally, Provider understands and agrees that PCS shall provide OHA with a copy of each review or an attestation, as provided for in the CCO Contracts. [Exhibit B, Part 4, Section 11(a)-(b)]

- 14.0** Provider agrees that it shall be placed under a corrective action plan ("CAP") if PCS identifies any deficiencies or areas for improvement in the ongoing monitoring or annual report and that PCS is required to provide a copy of such CAP to OHA, as well as any updates to the CAP, notification that the CAP was successfully addressed, and notification if Provider fails to complete a CAP by the designated deadline. [Exhibit B, Part 4, Section 11(a)]
- 15.0** Provider understands and agrees that PCS has the right to take remedial action, pass down or impose Sanctions, and that PCS intends this Agreement to reflect that PCS has the substantively the same rights as OHA has in the OHA Contracts, if Provider's performance is inadequate to meet the requirements of the OHA Contracts. [Exhibit B, Part 4, Section 11(b)]
- 16.0** Provider acknowledges and agrees that, notwithstanding any provision of this Agreement to the contrary, that PCS has the right to revoke delegation of any activities or obligations from the OHA Contracts that are included in this Agreement and to specify other remedies in instances where OHA or PCS determine Provider has breached the terms of this Agreement; provided, however, that PCS shall work with Provider to allow Provider reasonable time to cure any such breach. [Exhibit B, Part 4, Section 11(b)]
- 17.0** Provider acknowledges and agrees to comply with the payment, withholding, incentive, and other requirements set forth in 42 CFR §438.6 that is applicable to the work or services performed pursuant to this Agreement. [Exhibit B, Part 4, Section 11(b)]
- 18.0** Provider agrees to submit to PCS Valid Claims for services, including all the fields and information needed to allow the claim to be processed, within the timeframes for valid, accurate, Encounter Data submission as required by the OHA Contracts. [Exhibit B, Part 4, Section 11(b)]
- 19.0** Provider expressly agrees to comply with all Applicable Laws, including without limitation, all Medicaid laws, rules, regulations, all federal laws, rules, regulations governing Basic Health Programs, and all Oregon state laws, rules, and regulations governing OHP Bridge-Basic Health Program, as well as sub-regulatory guidance and contract provisions. [Exhibit B, Part 4, Section 11(b)]

- 20.0** Provider expressly agrees that PCS, OHA, the Oregon Secretary of State, the Center for Medicare & Medicaid Services, the U.S. Health & Human Services, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them or any combination of them, have the right to audit, evaluate, and inspect any books, Records, contracts, computers, or other electronic systems of Provider, or of Provider's subcontractor, that pertain to any aspect of the services and activities performed, or determination of amounts payable under the OHA Contracts. Provider agrees that such right shall exist for a period of ten (10) years from the date this Agreement terminates or from the date of completion of any audit, whichever is later. Further, Provider agrees that if PCS, OHA, CMS, or the DHHS Inspector General determine that there is a reasonable possibility of Fraud or similar risk, then OHA, CMS or the DHHS Inspector General may inspect, evaluate, and audit Provider at any time. [Exhibit B, Part 4, Section 11(b)]
- 21.0** Provider agrees to make available, for purposes of audit, evaluation, or inspection of its premises, physical facilities, equipment, books, Records, contracts, computer, or other electronic systems relating to its Members. [Exhibit B, Part 4, Section 11(b); Exhibit D, Section 15]
- 22.0** Provider agrees to respond and comply in a timely manner to any and all requests from OHA or its designee for information or documentation pertaining to Work outlined in the OHA Contracts. [Exhibit B, Part 4, Section 12(b)]
- 23.0** Pursuant to 42 CFR §438.608, to the extent this Agreement requires Provider to provide services to Members or processing and paying for claims, Provider agrees to adopt and comply with PCS's Fraud, Waste, and Abuse policies, procedures, reporting obligations, and annual Fraud, Waste, and Abuse Prevention Plan, as well as the obligations, terms and conditions provided in Exhibit B, Part 9 of the OHA Contracts. Further, Provider agrees, unless expressly provided otherwise in the applicable provision, to report immediately to PCS any provider and Member Fraud, Waste, or Abuse ("FWA"), which PCS will report to OHA or the applicable agency, division, or entity. [Exhibit B, Part 4, Section 11(b)]
- 23.1** In addition to the preceding paragraph, if Provider provides services to Members or processes and pays for claims, then Provider agrees to comply with Exhibit B, Part 9, Sections 11-18 of the OHA Contracts, related to FWA and compliance activities. [Exhibit B, Part 9, Section 10]
- 24.0** Provider agrees to meet the standards for timely access to care and services, as set forth in the OHA Contracts and OAR 410-141-3515, which includes providing services within a timeframe that takes into account the urgency of the need for services. [Exhibit B, Part 4, Section 11(b)]
- 25.0** Provider agrees to report promptly to PCS any Other Primary, third-party Insurance to which a Member may be entitled. [Exhibit B, Part 4, Section 11(b)]
- 26.0** Provider agrees to request, obtain, and provide, in a timely manner as noted in any PCS TPL Guidebook or upon PCS or OHA request, with all Third-Party Liability eligibility information and any other information requested by PCS or OHA, as applicable, in order to assist in the pursuit of financial recovery. Provider also agrees to enter into any data

sharing agreements required by OHA or its PIL Unit. [Exhibit B, Part 4, Section 11(b); Part 8, Section 17(f)(1); Part 8, Section 18(s)(5)]

- 27.0** Provider agrees to document, maintain, and provide to PCS all Encounter Data records that document Provider's reimbursement to federally qualified health centers, Rural Health Centers and Indian Health Care Providers and to provide such documents and records to PCS upon request. [Exhibit B, Part 4, Section 11(c)]
- 28.0** Provider understands and agrees that if PCS is not paid or not eligible for payment by OHA for services provided, neither will Provider be paid or be eligible for payment. [Exhibit B, Part 4, Section 11(d)]
- 29.0** Provider understands and agrees that PCS will provide a copy of this Agreement to OHA upon OHA's request. [Exhibit B, Part 4, Section 11(e)]
- 30.0** In accordance with the OHA Contracts, Provider understands and agrees to comply with the following provisions:
 - 30.1** Adhere to the policies and procedures set forth in PCS's Service Authorization Handbook. [Exhibit B, Part 2, Section 3(a)]
 - 30.2** Obtain Prior Authorization for Covered Services, as noted on PCS's website. [Exhibit B, Part 2, Section 3(b)(3)]
 - 30.3** For preventive Covered Services, report all such services provided to Members to PCS and such services are subject to PCS's Medical Case Management and Record Keeping responsibilities. [Exhibit B, Part 2, Section 6(a)(3)]
 - 30.4** Ensure that each Member is free to exercise their Member rights, and that the exercise of those rights does not adversely affect the way PCS, its staff, Provider, Participating Providers, or OHA, treat the Member. [Exhibit B, Part 3, Section 2(o)]
 - 30.5** Adhere to PCS's policies for Provider directories, including updating the information therein. [Exhibit B, Part 3, Section 6(i)]
 - 30.6** Meet the special needs of Members who require accommodations because of a disability or limited English proficiency. [Exhibit B, Part 4, Section 2(k)]
 - 30.7** Ensure that all Traditional Health Workers undergo and meet the requirements for, and pass the required background check, as described in OAR 950-060-0070 [Exhibit B, part 4, Section 4(a)(6)]
 - 30.8** Consistent with 42 CFR §438.106 and §438.230, not bill any Member for Covered Services in any amount greater than would be owed if PCS provided the services directly, and comply with OAR 410-120-1280 relating to when a Provider may bill a Medicaid recipient and when a Provider may send a Medicaid recipient to collections for unpaid medical bills. [Exhibit B, Part 8, Section 4(f)]
 - 30.9** If any of PCS's OHA Contracts are terminated, make available to OHA or another health plan to which OHA has assigned the Member, copies of medical, Behavioral Health, Oral Health, and managed Long Term Services and Supports records,

patient files, and any other information necessary for the efficient care management of Members as determined by OHA, in such format(s) as directed by OHA and provided without expense to OHA or the Member. [Exhibit D, Section 10(c)(6)]

- 30.10** Section 1 (Governing Law, Consent to Jurisdiction, 2 (Compliance with Applicable Law), 3 (Independent Contractor), 4 (Representations and Warranties), 15 (Access to Records and Facilities; Records Retention; Information Sharing), 16 (Force Majeure), 18 (Assignment of Contract, Successors in Interest), 19 (Subcontracts), 24 (Survival), 30 (Equal Access), 31 (Media Disclosure), and 32 (Mandatory Reporting of Abuse) of Exhibit D of the OHA Contracts, as if fully set forth herein, for the benefit of both OHA and PCS. [Exhibit D, Section 19]
- 30.11** Exhibit E of the OHA Contracts, as if fully set forth herein, for the benefit of both OHA and PCS. [Exhibit E]
- 30.12** Exhibit F of the OHA Contracts, as if fully set forth herein, for the benefit of both OHA and PCS. [Exhibit F]
- 30.13** If any part of the Grievance process is performed by Provider pursuant to this Agreement, meet the requirements of the OHA Contracts, (i) comply with OAR 410-141-3835 through 410-141-3915 and 42 CFR §438.400 through §438.424, (ii) cooperate with any investigation or resolution of a Grievance by either or both DHS's Client Services Unit and OHA's Ombudsperson as expeditiously as the Member's health condition requires, and (iii) provide the data necessary for PCS to fulfill its reporting obligations to OHA. [Exhibit I, Section 1(e)(10), Section 2(d), Section 10]
- 30.14** If Provider is required to collect and submit any demographic data to PCS, then Provider shall include REALD data in that data collection and submission. [Exhibit K, Section 12(b)]
- 30.15** Respond promptly and truthfully to all inquiries made by OHA or by the Oregon Department of Consumer and Business Services ("DCBS") concerning any subcontracted work and transactions pursuant to or connected to the OHA Contracts, using the form of communication requested by OHA or DCBS. [Exhibit L, Section 3(a)]
- 30.16** If Provider makes any prior authorization determinations for substance use disorder treatment services and supports, then Provider shall ensure its staff have a working knowledge of the ASAM Criteria, as required by the OHP SUD 1115 demonstration waiver. Further, Provider shall confirm compliance with this requirement upon request of PCS, so that PCS can submit an attestation of compliance to OHA. [Exhibit M, Section 7(j)]
- 30.17** Provide all required information to PCS necessary for PCS to submit an annual Behavioral Health report to OHA. [Exhibit M, Section 14, 23]
- 30.18** Take any PCS required training or otherwise provide training within Provider's operations regarding recovery principles, motivational interviewing, integration, and Foundations of Trauma Informed Care (<https://tramainformedoregon.org/tic-intro-training-modules/>), and, if applicable, enroll in, and provide timely updates to, OHA's Centralized Behavioral Health Provider Directory. [Exhibit M, Section 24]

- 30.19** Exhibit N of the OHA Contracts, as if fully set forth herein, for the benefit of both OHA and PCS. [Exhibit N]
- 31.0** Provider agrees to comply with Section C Part 10 of Attachment I of the 2017-2022 Medicaid 1115 Waiver regarding timely Payment to Indian Health Care Providers. [OAR 410-141-3505]
- 32.0** Provider acknowledges that it has received a copy of the current version of the OHA Contracts, with the exception of Exhibit C.
- 33.0** **Miscellaneous.**

33.1 *Provider Certification.* Provider hereby certifies that all claims submissions and/or information received from Provider are true, accurate, and complete, and that payment of the claims by PCS, or its subcontractor, for PCS Members will be from federal and state funds, and therefore any falsification, or concealment of material fact by Provider when submitting claims may be prosecuted under federal and state laws. Provider shall submit such claims in a timely fashion such that PCS may comply with any applicable Encounter Data submission timeframes and shall include sufficient data and information for OHA to secure federal drug rebates for outpatient drugs provided to PCS's Members under this Agreement, if any. Provider hereby further certifies that it is not and will not be compensated for any work performed under this Agreement by any other source or entity.

33.2 *Indemnification.* Notwithstanding any indemnification provision in this Agreement, as it pertains to PCS Members, Provider shall defend, save, hold harmless and indemnify PCS, the State of Oregon, and their respective officers, employees, subcontractors, agents, insurers, and attorneys from and against all of the following (here "Indemnifiable Events"): all claims, suits, actions, losses, damages, liabilities, settlements, costs and expenses of any nature whatsoever (including reasonable attorneys' fees and expenses at trial, at mediation, on appeal and in connection with any petition for review) resulting from, arising out of, or relating to the activities of Provider or its officers, employees, subcontractors, agents, insurers, and attorneys (or any combination of them) under this Agreement. Indemnifiable Events include, without limitation (i) unauthorized disclosure of confidential records or Protected Information, including without limitation records and information protected by HIPAA or 42 CFR Part 2, (ii) any breach of this Exhibit or the Agreement, (iii) impermissible denial of Covered Services, (iv) failure to comply with any reporting obligations under this Agreement, and (v) failure to enforce any obligation of a subcontractor under this Agreement.

Provider shall have control of the defense and settlement of any claim this is subject to this Section 33.2; however, neither Provider nor any attorney engaged by Provider, shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving the prior written approval of the Oregon Attorney General to act as legal counsel for the State of Oregon; nor shall Provider settle any claim on behalf of the State of Oregon without the prior written approval of the Attorney General. The State of Oregon may, at its election, assume its own defense and settlement in the event that the State of Oregon determines that Provider is

prohibited from defending the State of Oregon, or is not adequately defending its interests. The State of Oregon may, at its own election and expense, assume its own defense and settlement in the event the State of Oregon determines that an important governmental principle is at issue.

Provider shall ensure that the State of Oregon, Department of Human Services is not held liable for (i) any of Provider's debts or liabilities in the event of insolvency, regardless of whether such liabilities arise out of such parties' insolvency or bankruptcy; (ii) Covered Services authorized or required to be provided by Provider under this Agreement, regardless of whether such Covered Services were provided or performed by Provider, Provider's subcontractor, or Provider's Participating or Non-Participating Provider; or (iii) both (i) and (ii) of this sentence.

Notwithstanding the foregoing, no party shall be liable to any other party for lost profits, damages related to diminution in value, incidental, special, punitive, or consequential damages under this Agreement; provided, however, Provider shall be liable (i) for civil penalties assessed against PCS by OHA related to a breach of this Agreement by Provider; (ii) for Liquidated Damages assessed against PCS by OHA related to a breach of this Agreement by Provider; (iii) under the Oregon False Claims Act; (iv) for Indemnifiable Events as noted above, (v) claims arising out of or related to unauthorized disclosure of confidential records or information of Members (or both of them), including without limitation records or information protected by HIPAA or 42 CFR Part 2; (vi) any OHA expenses assessed to PCS for termination of the OHA Contracts that are related to a breach of this Agreement by Provider; or (vii) damages specifically authorized under another provision of this Agreement. [Exhibit D, Section 8 and 12]

33.3 Force Majeure. Neither OHA, Provider nor PCS shall be held responsible for delay or default caused by riots, acts of God, power outage, fire, civil unrest, labor unrest, natural causes, government fiat, terrorist acts, other acts of political sabotage or war, earthquake, tsunami, flood, or other similar natural disaster, which is beyond the reasonable control of the affected party. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA or PCS may terminate this Agreement upon written notice to Provider after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.

If the rendering of services or benefits under this Agreement is delayed or made impractical due to any of the circumstances listed in the preceding paragraph, care may be deferred until after resolution of those circumstances, except in the following situations: (a) care is needed for Emergency Services; (b) care is needed for Urgent Care Services; or (c) care is needed where there is a potential for a serious adverse medical consequence if treatment or diagnosis is delayed more than thirty (30) days.

If any of the circumstances listed in the first paragraph of this section disrupts normal execution of Provider's duties under this Agreement, Provider shall notify Members in writing of the situation and direct Members to bring serious health care needs to Provider's attention. [Exhibit D, Section 16]

- 33.4** *No Third Party Beneficiaries.* PCS and Provider are the only parties to this Agreement and the only parties entitled to enforce its terms; provided, however, that OHA and other government bodies have the rights specifically identified in this Agreement. The parties agree that Provider's performance under this Agreement is solely for the benefit of PCS to fulfill its OHA Contracts obligations and assist OHA in accomplishing its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision shall survive the termination of this Agreement for any reason.
- 33.5** *Severability.* If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- 33.6** *Termination; Revocation of Delegated Activities.* Notwithstanding any other provision in this Agreement, PCS may terminate this Agreement or impose Sanctions, as provided in the OHA Contracts, if Provider's performance is inadequate to meet the requirements of the OHA Contracts.
- 33.7** *Subcontractor/FDR Manual.* Provider shall comply with the due dates and requirements in PCS's Subcontractor/FDR Manual (the "Manual"), as amended, once that Manual is finalized and posted. Provider is responsible for reviewing the Manual periodically in order to know the current requirements.
- 34.0** Differences Between the CCO Contract, the Non-Medicaid Contract, and/or the OHP Bridge-BHP Contract. There are a few language differences between the CCO Contract, the Non-Medicaid Contract, and OHP Bridge-BHP. To the extent that Provider only works with one population or the other, that contract will apply; however, to the extent that Provider works with one or more populations, all relevant contracts will apply, as applicable, to the situation depending on what work and what population is involved.
- 35.0** If Provider is also a HRSN Service Provider, then Provider understands and agrees that it is prohibited from having any involvement in (i) authorizing or denying any HRSN Service or (ii) service planning for an HRSN Eligible Member. [HRSN Amendment #24, Section 16(i)(3)]
- 36.0** Provider agrees and acknowledges that the OHA periodically amends the OHA Contracts. Provider also agrees and acknowledges that PCS may periodically send an updated version of this Exhibit that will automatically replace this Exhibit and be incorporated into Provider's contract with PCS.

AGENDA ITEM REQUEST



Date: 3/05/2025

Meeting date desired: 3/12/2025 – Work Session

Subject: Oregon Dept. of Forestry IGA for leasing ramp space at airport for Fire season.

Background and policy implications:

The airport has hosted the Oregon department of forestry single engine air tankers for seasonal fire protection for a number of years. This agreement is the typical and lasts for 5 to 6 months.

Budget/fiscal impacts:

The Airport receives \$1400.00 per month / total of approx.. \$8400.00 for the season.

Requested by:

Kelly Coffelt Airport Manager.

Presenters:

Kelly Coffelt – Airport Manager

Legal review (only if requested):

Legal reviewed the document..



Oregon Department of Forestry INTERGOVERNMENTAL AGREEMENT

This agreement is between the **STATE of OREGON**, acting by and through its **DEPARTMENT OF FORESTRY**, hereafter called **Agency**, and **Crook County**, a political subdivision of the **State of Oregon**, hereafter called **County**.

Administrators of this agreement are:

| County | Agency |
|---|---|
| Administrator: Kelly Coffelt Title: Airport Manager Organization: Prineville/Crook County Airport Address: 4585 SW Airport Road Prineville, OR 97754 Phone: 541-416-0805 Fax: 541-416-0809 Email: kcoffelt@cityofprineville.com Federal ID #: | Administrator: Neal Laugle Title: State Aviation Manager State of Oregon, Oregon Department of Forestry Address: 2600 State Street Salem, OR 97310 Phone: 503-945-7508 Fax: 503-945-7430 Email: Neal.d.laugle@oregon.gov |

RECITALS

By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 526.046, Agency may enter into cooperative agreements with counties, cities, and units of local government.

1. AUTHORITY

This Agreement is authorized by ORS 190.110.

2. PURPOSE

The Prineville/Crook County Airport (“Airport”) is owned by Crook County and managed by the City. ODF desires to locate two single engine air tankers, service trailer with truck, and office trailer (the “Equipment”) and conduct air tanker operations at the Airport for the 2025 fire season. “Air Tanker Operations” include mixing Firelce (water enhancing gel), loading Firelce into the air tankers, maintaining the air tankers, and conducting administrative duties.

County shall allow ODF to use an area of the Airport upon which to locate the Equipment and to conduct air tanker operations.

The parties have agreed on the terms of ODF locating its Equipment and conducting its Air Tanker Operations at the Airport and desire to memorialize such agreement.

ODF will locate equipment on a 14,000 square foot area at the Airport designated by County (“Ramp Area”). ODF will conduct all its Air Tanker Operations using the Ramp Area and will be authorized to **Page 99**

use other appropriate areas of the Airport for fueling, taxiing, take offs, and landing the Air Tankers. County shall also provide to the Ramp Area the following:

- *Electricity for ODF's office trailer;*
- *Water for mixing Fire Retardant, washing aircraft, and washing the Ramp Area;*
- *The electricity and water shall be metered. At the end of this Agreement, County shall provide to ODF the beginning and ending readings for the electricity and water.*

3. EFFECTIVE DATE AND DURATION

This Agreement is effective on May 15, 2025, ("Effective Date"), and terminates on October 31, 2025; or if the 2025 wildfire season extends past October 31, 2025, the date when ODF moves all the Equipment from the Airport, unless terminated earlier in accordance with Section 16.

4. AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Neal Laugle
2600 State Street, Salem, OR 97310
503-945-7508
503-945-7430
Neal.d.laugle@oregon.gov
Billing/Invoice contact: SeverityFinance@odf.oregon.gov

4.2 County's Authorized Representative is:

Kelly Coffelt
4585 SW Airport Road, Prineville, OR 97754
541-420-3789
kcoffelt@cityofprineville.com

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

5. RESPONSIBILITIES OF EACH PARTY

5.1 County shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay County as described in Section 6.

6. COMPENSATION AND PAYMENT TERMS

Agency shall pay the rate of \$1,400/month for usage and the final billing will include actual costs incurred by the County for water and electricity used by the Agency over the term of the Agreement used by ODF and their Vendors in this operation.

This Agreement is effective on May 15, 2025 ("Effective Date"), and terminates on October 31, 2025; or if the 2025 wildfire season extends past October 31, 2025, the date when ODF moves all the Equipment from the Airport, unless terminated earlier in accordance with Section 16. If ODF is still present on site beyond October 31, 2025, the Agency will pay \$40 per day for each additional day ODF uses the Ramp Area After October 31, 2025.

7. REPRESENTATIONS AND WARRANTIES

County represents and warrants to Agency that:

- 7.1 County is an Airport duly organized and validly existing. County has the power and authority to enter into and perform this Agreement.
- 7.2 The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County’s charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained.
- 7.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms.
- 7.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.
The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

8. GOVERNING LAW, CONSENT TO JURISDICTION

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

9. OWNERSHIP OF WORK PRODUCT

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 9.1.1 "County Intellectual Property" means any intellectual property owned by County and developed independently from the work under this Agreement.
- 9.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than County or Agency.
- 9.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that County is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 9.2 All Work Product created by County under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Agency. Agency and County agree that all Work Product created by County under this Agreement is "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the Work Product created by County under this Agreement is not "work made for hire," County hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product created by County under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, County shall execute such further documents and instruments necessary to fully vest such rights in Agency. County forever waives any and all rights relating to Work Product created by County under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 9.3 If Work Product is County Intellectual Property, a derivative work based on County Intellectual Property or a compilation that includes County Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the County Intellectual Property and the pre-existing elements of the County Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 9.4 If Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, County shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 9.5 If state or federal law requires that Agency or County grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

10. CONTRIBUTION

- 10.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the

Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

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

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

11. COUNTY DEFAULT

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

11.1 County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

11.2 Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made.

11.3 County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e)

commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

11.4 A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

12. AGENCY DEFAULT

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

13. REMEDIES

13.1 In the event County is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 In the event Agency is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against County. In no event will Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 13.2, County shall promptly pay any excess to Agency.

14. RECOVERY OF OVERPAYMENTS

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

15. LIMITATION OF LIABILITY

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

16. TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to County;

16.2.2 Immediately upon written notice to County, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 County may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.3.4 As otherwise expressly provided in this Agreement.

16.4 Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, County will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

17. INSURANCE

See Section 10 Contributions. County

18. NONAPPROPRIATION

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

19. AMENDMENTS

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

20. NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

21. SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

22. SEVERABILITY

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

23. COUNTERPARTS

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

24. COMPLIANCE WITH LAW

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

25. INDEPENDENT CONTRACTORS

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

26. INTENDED BENEFICIARIES

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

27. FORCE MAJEURE

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

28. ASSIGNMENT AND SUCCESSORS IN INTEREST

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

29. SUBCONTRACTS

County shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of County under this Agreement. Agency's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

30. TIME IS OF THE ESSENCE

Time is of the essence in County's performance of its obligations under this Agreement.

31. MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

32. RECORDS MAINTENANCE AND ACCESS

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

33. HEADINGS

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

34. ADDITIONAL REQUIREMENTS

There are no additional requirements that the County shall be required to comply with.

35. AGREEMENT DOCUMENTS

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below. **Page 108**

**STATE OF OREGON acting by and through its
Oregon Department of Forestry**

Crook County Prineville

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date

Date

**EXHIBIT A
STATEMENT OF WORK**

Overview: *This is a land-use agreement with Crook County for Ramp Space for two Single-Engine Air Tankers to conduct Air Tanker Operations for fire season 2025. This area includes space for a service trailer with truck and office trailer, as well as access for take-offs, landings, and taxiing.*

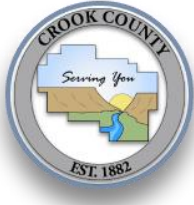
Prineville/Crook County Airport is owned by Crook County, Oregon and managed by the City of Prineville. The Airport is located at 4585 SW Airport Road, Prineville, Oregon. The agreed upon area is 14,000 square feet of ramp space.

This agreement is necessary to provide the above listed amenities and access for an aviation contract for Two Single-Engine Air Tankers to be located at or near Prineville, Oregon for wildfire response. Prineville, Oregon provides a central location for operations of these assets.

Included in the Land Use Agreement is access to metered electricity and water. ODF will pay the Airport for these amenities at the end of the agreement for the metered amount consumed.

Scope of Work: *This agreement is for the forementioned Ramp Space and access to Airport facilities, such as taxiways and runways for aerial firefighting equipment. The Airport will also provide access to metered water to support all aspects of the operation, as well as metered electricity for support of operations.*

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

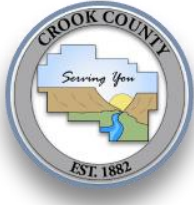
Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):



Crook County

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CROOK COUNTY, OREGON

A Proclamation Declaring April 2025 to be Child Abuse Prevention Month

PROCLAMATION

WHEREAS, there were over 4,700 reports of child abuse and neglect in Central Oregon last year resulting in over 2,300 investigations of child abuse and neglect; and

WHEREAS, we all have a responsibility, as individuals, neighbors, community members and citizens of Central Oregon to help create healthy, safe, nurturing experiences for children; and

WHEREAS, safe and healthy childhoods help produce confident and successful adults; and

WHEREAS, child abuse and neglect often occur when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse and neglect cases stem from situations and conditions that are preventable with the support of an engaged community; and

WHEREAS, child abuse and neglect can be reduced by making sure that families have the support and access to services they need to raise their children in a healthy environment; and

WHEREAS; child abuse and neglect not only directly harm children, but the trauma can also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and poor academic outcomes; and

WHEREAS; effective prevention programs succeed because of partnerships among agencies, schools, faith communities, philanthropic and civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, BE IT RESOLVED that the Crook County Board of Commissioners does hereby proclaim April 2025 to be Child Abuse Prevention Month in Crook County and we urge all citizens to work together to make sure every family has the support they need and deserve to raise their children in a healthy environment.

DATED this 2nd day of April 2025 by the Crook County Board of Commissioners.

X

Susan Hermreck
County Commissioner

X

Brian Barney
County Commissioner

X

Seth Crawford
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:

March 20, 2025

Meeting date desired:

April 2, 2025 Regular Meeting

Subject:

Consider approval of Order No. 2025-08

Background and policy implications:

This order is a result of the decision made during the Board of Commissioners meeting on 3/19/2025 to expand the ORS 204.112 Elected Official Compensation Committee to appoint the budget committee citizen members for a total of four members, which will include filling the vacancy in Position # 1 with appointee - Scott Tibbs, and appointing a new member into a new Position # 4, appointee - Stephen Brown. The incumbents to Position # 2 and # 3 continue to serve for their previously stated terms.

Budget/fiscal impacts:

NA

Requested by:

Christina Haron, CPA, Crook County Finance Director

Presenters:

Christina Haron, CPA, Crook County Finance Director

Legal review (only if requested):

Legal has prepared the order

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

IN THE MATTER OF THE)
APPOINTMENT TO THE)
CROOK COUNTY ELECTED) ORDER NO. 2025-08
OFFICIAL COMPENSATION)
COMMITTEE)

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 have a vacancies; and

WHEREAS, the Board of Commissioners wishes to expand the ORS 204.112
Elected Official Compensation Committee to a total of four members, which will include
filling the vacancy in Position # 1, and appointing a new member into a new Position # 4.
The incumbents to Position # 2 and # 3 continue to serve for their previously stated
terms.

///

///

///

///

NOW, THEREFORE, the Crook County Board of Commissioners makes the following appointment to the ORS 204.112 Compensation Committee:

| Board and Position | Appointee | Term | Oath Required? |
|--|------------------|----------------------------------|-----------------------|
| Compensation Committee Position # 1 | Scott Tibbs | 3-year term, expiring 12/31/2027 | No |
| <i>New position:</i> Compensation Committee Position # 4 | Stephen Brown | 3-year term, expiring 12/31/2027 | No |

DATED this _____ day of _____, 2025.

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 | ___ | ___ | ___ | ___ |

AGENDA ITEM REQUEST



Date:

March 23, 2025

Meeting date desired:

April 2, 2025

Subject:

Collective bargaining agreement with American Federation of State, County and Municipal Employees Council 75 for July 1, 2024 through June 30, 2027.

Background and policy implications:

The union representing employees at the Road Department and Crook County have been negotiating a successor collective bargaining agreement. Attached is a copy of the CBA the negotiators have Tentatively Agreed (TA'd) upon. Under the executed ground rules, the negotiators are to present the TA'd contract to their principals with a recommendation that the contract be executed.

Some of the changes include:

- An increase in the response time for either party in the event of a grievance, from 10 working days to 15 working days.*
- An alteration of the potential circumstances in which a 5-8 schedule may be developed.*
- The addition of June 19 as a County holiday.*
- An increase in the annual boot allowance from \$250.00 to \$300.00.*
- An increase in the minimum monthly 401k contribution, assuming any union employee would fall within such category, from \$325.00 to \$350.00.*
- The inclusion of a new wage scale reflective of the May 2024 compensation study.*

PLEASE NOTE: the parties also negotiated a "what if proposal" which stated that within 14 calendar days of the full execution of the contract, the County will issue an additional payment of \$500.00 to each current bargaining unit member. This was not added to the contract itself, but is still an obligation that must be followed.

Budget/fiscal impacts:

Most of the terms of the contract remain unchanged, and those provisions which require a financial outlay are modest in scope. Other provisions, such as the change to the grievance procedures timeframes, do not incur a set cost.

Requested by:

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

Presenters:

Eric Blaine; Brad Haynes

Legal review (only if requested):

Yes

Elected official sponsor (if applicable):

N/A

Crook County
July 1, 202~~4~~

LABOR CONTRACT

CROOK COUNTY ROAD DEPARTMENT
AND
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES (AFSCME) COUNCIL 75

CONTRACT TERM
July 1, 202~~4~~ through June 30, 202~~7~~

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PREAMBLE

This Agreement is made and entered into by and between Crook County (hereinafter the County) and the American Federation of State, County and Municipal Employees Council 75 (hereinafter the Union), for the purpose of fixing wages, hours, benefits, and mandatory conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

It is also the purpose of this Agreement to promote the mutual interests of the County and its employees and to provide for the operation of the County's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The Parties will cooperate fully to secure the advancement and achievement of these purposes. Personnel matters that arise which are not identified within the Union Contract shall follow the current Crook County Employee Policy Handbook and are not subject to the grievance process under Article 8.

ARTICLE 1 -RECOGNITION

Section 1

Crook County Road Department recognizes the Union as the sole and exclusive bargaining agent for all employees of Crook County Road Department excluding supervisory, confidential employees, temporary employees, seasonal employees and employees who are regularly scheduled to work less than half-time hours per month.

Current Union Positions:

Truck Driver/Equipment Operator/Sign Shop

Shop Mechanic

Flagger

Section 2

The County and the Union agree to create a new category of lead employee with each designated lead employee receiving one dollar (\$1) per hour additional compensation. The appointment of up to three (3) lead employees shall be at the Road Master's discretion.

Section 3

If the County establishes a new classification included in the bargaining unit, or reclassifies an existing bargaining unit position, the County shall notify the Union in writing.

ARTICLE 2 -UNION RIGHTS

Section 1

The Union shall notify the County in writing of its staff representative of the Local, Council 75, or International, American Federation of State County and Municipal Employees, AFL-CIO. The decision to join or not join the union will exclusively be the right of the individual employee.

Section 2

The business of the Union shall be conducted by the employees during non-duty time. The activities of Union Stewards, however, in meeting with Management regarding employee grievances or meetings called by management where an employee requests representation will be permitted on paid duty time. Contract negotiations will be conducted during the last two working hours of the day. This will be paid time for up to a maximum of three union members.

Section 3

The Union shall notify the County of the selection of employee officers and Stewards and their alternates by means of written notice via mail, facsimile or email.

Section 4

The County agrees to provide limited bulletin board space. The Union agrees that it will not post material that is profane, obscene or defamatory of the County or its employees.

Section 5

The Union shall send all mail associated with Union business to the personal address of the employee.

Section 6

The County shall notify the Union within 30 days of a new hire who qualifies for representation under Article 1. The County shall also furnish the Union within 30 days of the effective date a list of employees entitled to representation who have terminated employment.

Section 7

Upon advance request and approval by the County, the Union may be allowed the use of the facilities of the County for meetings when such facilities are available and the meeting would not interfere with the business of the County.

Section 8

The County and the Union will work cooperatively to address the provisions of House Bill 2016 (2019) as it applies to union rights.

ARTICLE 3 -FAIR SHARE

Section 1

The County shall deduct from the wages of employees in the bargaining unit who are members of the Union, and who have requested such deductions pursuant to ORS 292.055, a sum equal to Union dues. This deduction shall begin with the first payroll following such authorization and shall continue from month to month for the life of this Agreement.

Section 2

Employees in the bargaining unit who are not members of the Union shall make payment-in-lieu-of-dues to the Union. Payments-in-lieu-of-dues shall be equivalent to the regular Union dues used for collective bargaining purposes. Effective the first of the month the County will deduct from the wages of each bargaining unit employee who is not a Union member the payment-in-lieu-of-dues required by this Section. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who did not become members of the Union within thirty (30) days after the effective date of their employment. The County shall remit a payment of all said deductions to the Union by the twentieth of the month after the deductions have been made. Said payments shall be accompanied by a listing of the names and Social Security numbers of all employees from whom deductions are made.

Section 3

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a nonreligious charity, or to another charitable organization mutually agreed upon by the employee affected and the Union.

The employee shall furnish proof to the County that this has been done. Notwithstanding an employee's claim of exemption under this Section, the County shall deduct payments-in-lieu-of-dues pursuant to this Section until agreement has been reached between the employee and the Union.

Section 4

The Union agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings, and claims against the County whether for damages, compensation, reinstatement or a combination thereof arising out of the County's implementation of this provision.

ARTICLE 4 -SCOPE OF AGREEMENT

Section 1

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. This Agreement shall supersede all previous oral and written Agreements between the County and the employees. It is agreed that the relations between the parties shall be governed by the terms of this Agreement only; no prior agreements, understandings, past practices, existing conditions, prior benefits, oral or written, shall be controlling or in any way affect the relations between the Parties, or the wages, hours and working conditions unless and until such Agreement, understandings, past practices, existing conditions, and prior agreements shall be reduced to writing and duly executed by both parties.

Section 2

In the event the County intends to make a unilateral change to a matter subject to mandatory bargaining as determined by the Employment Relations Board, the County agrees to notify the union prior to making said change. Additionally, the County agrees to negotiate with the union during a twenty-one (21) calendar day period following the notification.

ARTICLE 5 -NON-DISCRIMINATION

Section 1

The County and the Union agree not to discriminate against any employee because of race, color, sex, age, national origin, marital status, religion, disability, union membership, or non-membership.

Section 2

The terms of this Agreement shall be applied equally to all members of the bargaining unit.

ARTICLE 6 -PROBATIONARY EMPLOYEES

Section 1

Every new employee shall serve a probationary period of six (6) months, unless extended for a maximum of an additional six (6) months. However, extension of a probationary period shall not delay access to retirement and vacation will continue to accrue.

Section 2

Employees who are promoted or transfer classifications within their department shall not be required to serve a probationary period.

Section 3

Page 6 of 20

Each probationary employee shall be evaluated prior to the completion of the six (6) month probationary period, unless the probationary period has been extended for an additional (maximum six (6) months. In the event of a probation extension, the employee shall be given written notice containing the reason(s) for the extension.

Section 4

Any employee who is terminated during their probationary period shall be given written notice of the reason or reasons for the termination. If the employee is terminated during his/her probationary period, termination is not subject to the grievance process in Article 8.

ARTICLE 7 -DISCIPLINE AND DISCHARGE

Section 1

The principles of progressive discipline shall normally be used except when the nature of the problem requires more serious action. An employee shall not be disciplined or discharged without cause.

Section 2

Discipline shall normally consist of one of the following:

- a) Oral warning
- b) Written warning
- c) Suspension
- d) Discharge

Section 3

Disciplinary action shall be accomplished in a manner, which affords the employee the most protection possible from embarrassment before other employees and the public.

Section 4

When the County intends to take disciplinary action involving discharge or suspension, the County shall notify the employee in writing of the charges against the employee and the proposed disciplinary action and shall provide the employee with the opportunity to respond to the charges at a hearing with the person having authority to impose the proposed disciplinary action.

Section 5

Disciplinary action shall be removed from the employee's personnel file after five (5) years, provided there has been no recurrence of a similar offense during the five (5) year period.

ARTICLE 8 -GRIEVANCE PROCEDURE

Section 1 –Policy

The County will promptly consider and respond to employee grievances relating to employment conditions and relationships. Furthermore, the County prefers to correct the causes of grievances informally and encourages both supervisors and employees to resolve problems as they arise. An employee, at his or her discretion may elect to be represented by the Union at any step in the procedure. The aggrieved employee or group of employee's shall appear at all meetings. Date of occurrence, means the date the aggrieved party had or should reasonably have had knowledge of the occurrence. Time limits for responses and advancement of grievances do not include the day the response is given or the day the grievance is advanced to the next level.

Section 2 -Grievance Procedure

The following steps are to be followed in submitting and processing a formal grievance:

- Step I. The aggrieved employee or group of employees should verbally present the grievance to the Road Master within ~~ten (10)~~ fifteen (15) working days of the occurrence of the problem. The Road Master shall give his/her oral reply within ~~ten (10)~~ fifteen (15) workings days of the date of the presentation of the grievance.
- Step II. If the grievance is not fully settled in Step I, it shall, in detail, be reduced to writing, dated, signed by the aggrieved employee or group of employees, and presented by the aggrieved party or group of employees to the Road Master within ~~ten (10)~~ fifteen (15) working days. The Road Master shall reply in writing to the grievance within ~~ten (10)~~ fifteen (15) working days of the date of the presentation of the write grievance.
- Step III. If the grievance is not settled in Step II, the written grievance is to be presented by the aggrieved party, along with all pertinent correspondence, records, and information, to the County Legal Counsel and County Court within ~~ten (10)~~ fifteen (15) working days after the Road Master's response is given. The County Court shall set a date and time and shall meet with the aggrieved employee or group of employees and Road Master. The County Court shall reply to, and the grievance in writing within ~~ten (10)~~ fifteen (15) working days after the date of presentation of the written grievance.
- Step IV. Alleged contract violations maybe processed by Oregon Employment Relations Board.

Section 3 -Time Limits

If the grievance procedures established by this Article are not initiated within the time limits, the grievance shall be considered not to have existed.

Section 4 -County Liability

If the County fails to meet or answer any grievance within the time prescribed for such action, the grievance shall automatically advance to the next step.

Section 5 -Extension of Time Limits

The time limits for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent. Mutual consent shall be indicated in writing and signed by authorized parties of the Union and County.

Section 6 -Prohibited Practices

No employee can be disciplined or discriminated against in any way because of the employee's use of the grievance procedure.

ARTICLE 9 -MANAGEMENT RIGHTS

In order to operate its business, the County, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, layoff, transfer and recall the work force; to assign work and change, combine, create or abolish job classifications and job content; to establish and make known reasonable work rules and safety rules for all employees, subject to this contract; and to determine the number of employees, including the number of employees assigned to any particular operation, location and shift, except as modified in this agreement.

ARTICLE 10 -HOURS OF WORK

Section 1

The work day is defined as twenty four (24) hours commencing at 0001 hours. The workweek is defined as seven (7) days within a calendar week. The standard workweek for Crook County is Sunday through Saturday.

Section 2

a. A regular work schedule is a work schedule with the same starting and stopping time on four (4) consecutive ten (10) hour shifts, with three (3) consecutive days off

b. ~~At~~ During chip seal season, snow and weather events, or during emergencies, an alternate work schedule ~~is consisting of~~ a work schedule with the same starting and stopping time on five (5) consecutive eight (8) hour shifts, with two (2) consecutive days off. can be introduced. At the conclusion of the inciting event, the schedule will revert back to 4 consecutive 10-hour shifts.

c. Work Schedules shall be established and approved in advance by the Road Master.

Section 3

~~Except as described in Section 2(b), the~~ established regular work schedules set forth in Section 2, will not be changed with less than ten (10) working days advance notice, unless an emergency requires it, or an employee voluntarily agrees to the change and an earlier implementation date.

Section 4

The meal period shall be comprised of combining two paid break periods of 15 minutes each into one paid half hour lunch period. The rest breaks shall be scheduled as near to the midpoint of each (1/2) shift as possible. No employee shall work through lunch without prior approval from the Road Master.

Section 5

All travel time between the County Road Department and work sites shall be paid time. The Road Department will provide vehicles for duties performed by employee as approved by the Road Master. Only in the event, where the County cannot provide vehicles will the County reimburse the employee, based on mileage using the approved Crook County Rate. Advance approval from the Road Master shall be obtained prior to the use of personal vehicles and to receive reimbursement for mileage.

Section 6

Personnel needed for emergency call-ins shall be at the sole discretion of the Road Master. Within the group of individuals qualified and available to perform the work, however, the Road Master will make a good faith effort to equalize overtime opportunities.

Section 7

Nothing in this Article shall be construed as a guarantee of hours.

ARTICLE 11 -OVERTIME

Section 1

Overtime shall be provided in accordance with the Fair Labor Standards Act (FLSA). All nonexempt employees shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of ten (10) regular work hours or eight (8) alternate work hours per scheduled work day. Vacation pay shall be considered hours worked in computing overtime.

Section 2

By mutual agreement, an employee may receive compensatory time-off at the rate of one and one-half (1 1/2) times their regular rate of pay for overtime earned in accordance with Section 1. Compensatory time accrual shall not exceed one hundred twenty five (125) hours and all compensatory time must be exhausted within twelve (12) months of accrual. After twelve (12) months, unused compensatory time shall be paid to the employee.

Section 3

Overtime shall be approved in advance by the Road Master or designee of the Road Master.

Section 4

Whenever an employee is called back to work after leaving for the day, or is called into work on his or her day off, the employee shall receive a minimum of two (2) hours of overtime pay.

ARTICLE 12 -LAYOFF OF PERSONNEL AND JOB POSITIONS

The decision to lay-off or recall employees shall be based on seniority, as long as the employee has the qualifications to do the job as determined solely by management. If a position becomes available within the Road Department it will be posted in the break room of the shop for current employees of the Road Department to apply. Recall rights shall be limited to twenty-four (24) months.

In order for an employee to transfer from another county department into the Road Department a position must be available. Any employee transferring from another department within the county to the Road Department shall also start over with the seniority within the Road Department only as to layoff status and job bidding status. No other benefits will be affected.

ARTICLE 13 -HOLIDAYS

Section 1

The following shall be recognized as paid holidays:

- | | |
|---------------------------|---|
| 1. New Year's Day | 76. Labor Day |
| 2. President's Day | 78. Veteran's Day |
| 3. Martin Luther King Day | 89. Thanksgiving Day |
| 4. Memorial Day | 910. Christmas Day |
| 5. Independence Day | 1011. On (1) floating holiday each fiscal year taken on a date requested by the employee and approved by the Road Master in advance. |
| 6. Juneteenth | |

In addition, if the Federal government or State of Oregon requires the County to provide any other paid holidays, those days will also be treated as paid holidays under this Agreement.

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls on Saturday, the proceeding Friday shall be a holiday. Holidays that occur

during paid vacation or sick leave shall not be charged against vacation or sick leave. In order to qualify for holiday pay the following must apply:

1) Employee must work on their regular scheduled day before and after the holiday, OR qualify under the following events:

- a) Illness excused with doctors note.
- b) On leave under Worker Compensation, FMLA and OFLA.
- c) Bereavement or employee immediate family member is hospitalized as defined in Section 4 of Article 16.

If a, b or c do not apply then vacation time must be used in order to receive holiday pay.

Section 2

Full-time employees shall be compensated at the straight rate of each recognized holiday, depending on the number of hours they are normally scheduled to work for the day. All part-time employees shall be compensated at the straight-time rate on a pro-rated basis for each recognized holiday.

Section 3

Work performed on holidays which fall within the regular work schedule shall be considered as overtime work (1½ in addition to the regular rate of pay, totaling 2½ times the regular rate of pay).

ARTICLE 14 -VACATION

Section 1

Eligibility. Employees may use their accrued vacation leave as soon as accrued after receiving authorization from the Road Master (see Section 5 below). Vacation does not accrue when an employee is on leave without pay. Employees on probation will not be eligible for vacation leave with pay until completion of probation. Eligibility for employee's hired between the 1st and 15th of the month shall be retroactive to the 1st day of the month. Employee's hired between the 16th and the end of the month shall be retroactive to the 16th day of the month. Accrual will start at the beginning of the eligible year.

Section 2

Maximum Accrual. The maximum accrual for vacation leave shall be equal to a total of two (2) years vacation leave credit. Leave accrued in excess of the above shall be forfeited unless prior approval for an extension is granted in writing by the Road Master.

Section 3

Accrual Provisions. Vacation shall be accrued as follows for full-time employees and will be paid starting at the beginning of the year:

- 0-5 years: 6.67 hours per month
- 6-10 years 10.0 hours per month
- 11-15 years: 13.33 hours per month
- 16+ years: 16.67 hours per month

Section 4

Payment Upon Separation. Employees with accrued and unused vacation leave are entitled to payment for such leave at the time of separation from the County service. An employee who terminates employment during a period of probationary employment will not be paid for vacation time. On the death of an employee, all vacation shall be paid to his or her estate.

Section 5

Scheduling. The Road Master must approve all vacation schedules. No vacation time shall be scheduled during the oiling/paving season; however, oiling/paving season will include only one holiday weekend. Employees shall request vacation leave and any other request for leave by submission of leave request forms located in the Road Department Office. Submittals will be approved on a first come basis. Due to staffing limits, no more than three represented employees will be allowed off on any scheduled work day. This does not apply to events identified in Article 13 1a -b

Consecutive time off will be limited to three (3) weeks. This does not apply to Article, 13 1a - b. If special circumstances come up that an employee wishes more than three (3) consecutive weeks off, the employee will meet with the Road Master and provide the necessary information that identifies this as a special circumstance request. The Road Master will review the information provided and make a determination based on scheduling, training, prior requests for time off, seasonal requirements, staffing availability or other essential operational duties that may be significantly impacted due to the extended time off. Employees will receive a written notification of approval status for all submittals.

Section 6

Vacation Buy Back. Employees may cash in a single block of forty (40) hours of vacation per fiscal year. This will be paid at 100 percent of the vacation's monetary value.

Section 7

Vacation and Sick Leave Donation. Employees who have exhausted all accumulated leave may be eligible for leave sharing. The employee must notify the County in writing that as a result of a medical condition of the employee or a family member of the employee, a prolonged absence of the employee from duty will result in a substantial loss of income.

Once an employee has notified the County of eligibility for leave sharing, other County employees may donate up to twenty (20) hours of vacation time and four (4) hours of sick time to the eligible employee. Time shall be donated in blocks of two (2) hours and will not be refunded to the donor.

The value of time donated will be calculated based on the rate of pay applicable to the donor at time of donation. Once donated, shared leave will be paid to recipients at the rate of pay applicable to the recipient at the time of distribution. Any balance of shared leave donated for the benefit of a particular eligible employee expires and may not be used upon that employee's return to regular duty. Leave sharing does not extend the total amount of leave to which the employee is entitled under FMLA and OFLA.

County shall continue for the term of this contract the Long Term Disability Insurance policy as provided to employees during the 2013-2016 fiscal years.

ARTICLE 15 -SICK LEAVE

Section 1

Eligibility. Sick leave shall be earned by each regular full-time employee. Employees on probation will not be eligible for sick leave with pay until six (6) months completion of probation.

Section 2

Maximum Accrual. Employees shall accumulate sick leave at the rate of eight (8) hours for each full month of continuous service. Employee may accrue a maximum of 1,080 hours of sick leave.

Section 3

Authorized Usage. Sick leave shall be used only for the following:

- a. When an employee is physically unable to perform duties because of illness or injury. The employee shall notify the Road Master as soon as possible prior to the beginning of each shift. If the employee is off for (3) three consecutive days, the employee will be required to provide a note from the doctor stating that they can return to work without any restrictions, prior to returning to work.
- b. Exposure to contagious disease under circumstances by which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the employee.
- c. When requested and approved as FMLA and or OFLA leave.

Section 4

Absence Paid by State Industrial Accident Commission. Salary paid for a period of sick leave also covered by workers' compensation shall be equal to the difference between the workers' Page 14 of 20

compensation for lost time and the employee's normal net pay rate. In such instances, prorated charges will be made against accrued sick leave then vacation upon receipt of a timecard signed by the employee.

Section 5

Worker's Compensation. Employees absent under claims covered by workers compensation insurance shall call the Road Master every Monday to report on their progress of recovery.

Section 6

Employees with a minimum of ten (10) years of service and who have accrued a minimum of six hundred (600) hours of unused sick leave, shall be eligible to cash in one half of their unused sick leave up to the cap placed on sick leave accrual. The maximum amount of sick leave that may be cashed in under this provision is five hundred (500) hours. This will not apply to any new employee hired after January 1, 2010.

ARTICLE 16 -LEAVES OF ABSENCE

Section 1

Jury Duty. Employees performing jury duty shall receive regular pay for the period of duty. Employees shall sign over to the County any compensation (excluding mileage) received as a result of such duty, but only if County employee is being paid by the County during service.

Section 2

Witness Duty. Employees shall receive regular pay for appearance before a court, ERB hearing, legislative committee, judicial or quasi-judicial proceeding as a witness in response to a subpoena or other direction by proper authority if related to Crook County business. Employees shall sign over to the County any compensation received as a result of such duty, but only if County employee is being paid by the County during service. An employee called for witness duty not related to Crook County business shall use accrued vacation time, or leave without pay, and will keep any compensation received as a result of such duty.

Section 4

Bereavement Leave. For the purpose of this section, the immediate family shall be defined as the employee's spouse, children, step-children, grandchildren, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, domestic partner and any other relative residing within the employee's household. Whether the bereavement leave is taken pursuant to either Oregon Family Leave Act (OFLA) or the County's policy, up to three (3) working days in succession per occurrence may be used for these purposes, and shall be paid. This paid leave is in addition to any other type of paid leave that an employee is eligible to receive.

Section 5

Leaves of Absence. A leave of absence, either with or without pay under FMLA and OFLA, shall be governed by those applicable statutes.

ARTICLE 17 -HEALTH & WELFARE MEDICAL AND DENTAL INSURANCE

Section 1

Policy. It is the policy of Crook County to provide health insurance to its employees, unless the employee elects not to take it. The County and the Union acknowledge that as of the effective date of this agreement, the County pays 90 percent of the employee's premium.

In the event non-union employees receive an adjustment to the percentage of health insurance premiums paid by the County, Union employees shall automatically receive the same adjustment. In the event that the County decides to change benefit packages or there are changes to the premium share, the County will notify the Union sixty (60) days in advance of the changes to afford the Union time to meet with the County to discuss the impacts of such changes. The County will continue to provide the current paid life insurance plans. The parties agree that the Road Department bargaining unit will have a representative on the Benefits Advisory Committee. The function of the Benefits Advisory Committee is to recommend to the County Commissioners any changes in insurance coverage or benefits.

Section 2

Eligibility. Regular full-time employees and regular part-time employees (working 80 hours per month) are eligible to be enrolled under the Health Plan on the first day of the month following 30 days of employment. Refer to the Health Insurance booklet for details on coverage, waiting periods, type of plan, etc.

Section 3

Responsibility. It is the responsibility of each employee to notify the Human Resource Department of any change of dependents for insurance.

Section 4

Dental Insurance Policy. It is the policy of Crook County to provide a means whereby employees of the County will be encouraged to take care of their dental needs.

Section 5

Eligibility. Full-time employees will be provided with a dental insurance program unless the employee elects not to take it. All County employees are eligible the 1st day of the month following 30 days of employment. Refer to Dental brochure or booklet concerning details on dental coverage.

ARTICLE 18 -SAFETY

Section 1

The County and the Union agree to cooperate in the continuing objective to eliminate accidents and health hazards.

Section 2

All employees shall inform the Road Master of safety concerns in the workplace, including health and safety issues. It is clearly understood that the County shall take no reprisals against employees for reporting issues to the Road Master or Safety Committee.

Section 3

The County will continue a risk management program including approved OSHA safety committee and will review issues reported in Section 2 above. The safety committee will consist of three union members, (two CDL positions, and one Flagger position); management will have a minimum of one member on the committee with a maximum of two members based on staffing ability.

Section 4

All Road Department Employees shall follow all safety policies and procedures as identified by OSHA, Federal Motor Carrier Regulations, Safety Committee and others approved by the Road Master. If an employee does not understand any part of a training exercise and or a safety policy, it is the sole responsibility of the employee to notify the Safety Committee and or Road Master that additional review and or training is requested. It is encouraged that all staff work together to create a safe work environment for co-workers and the public. It is also the responsibility for all employees of the Road Department to report immediately any safety concern of operations, equipment and or co-workers to the Road Master and or Safety Committee.

Section 5

All positions that require a Commercial Driver License as a condition of employment shall follow the current Crook County Drug and Alcohol Manual and Federal Motor Carrier Regulations. Crook County Road Department is a Drug and Alcohol Free work environment. The cost of ODOT physicals, required to maintain CDL status, shall be reimbursed by the County.

Section 6

The County shall provide each employee with approved personal protective footwear once per year, or as necessary, subject to written proof of purchase and subject to ANSI Safety Standards as determined by the Road Master. The County's contribution shall not exceed the sum of ~~\$250300.00~~ per year, per employee. Also to include any additional PPE as necessary and approved.

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ARTICLE 19 -SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 20 -PERFORMANCE EVALUATIONS

Each employee shall receive a performance appraisal prepared by the Road Master at least annually on his/her anniversary date. The Road Master shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide his/her comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided upon request by the employee, a copy will be provided to employee at that time.

ARTICLE 21 -RETIREMENT

Section 1

Eligibility. All regular full-time employees shall be covered by the County Retirement Plan (401K) and be eligible for enrollment upon completion of successful probation period.

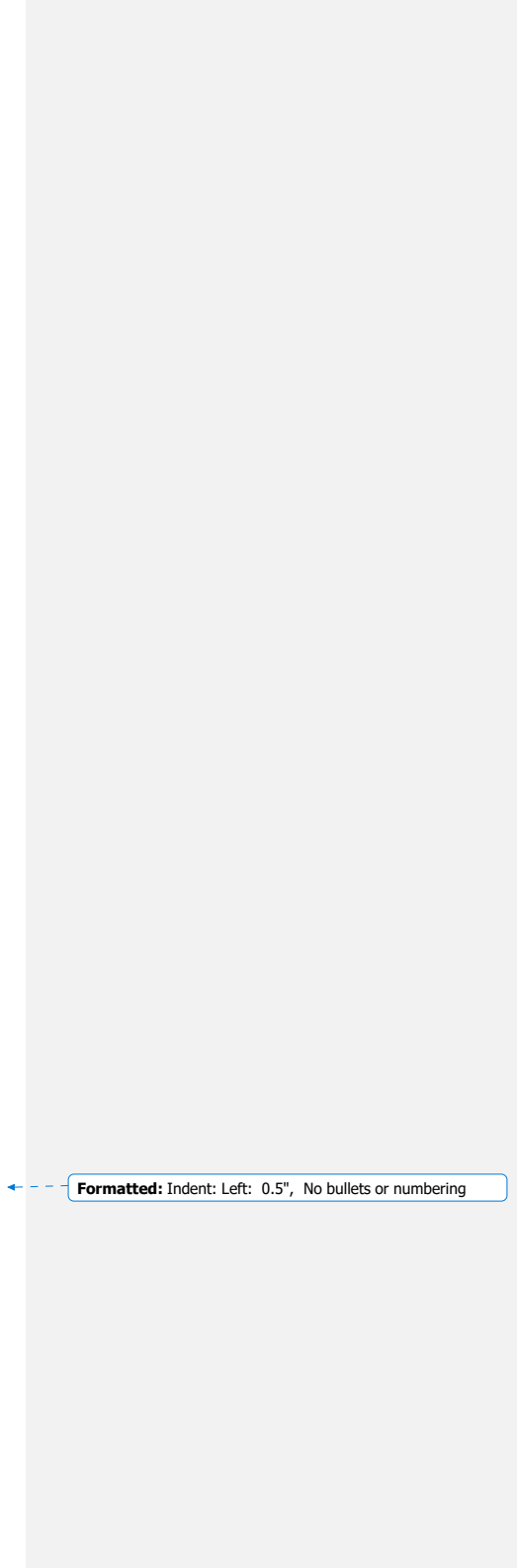
Section 2

Contributions. For employees covered under the County Retirement Plan, monthly contribution will be made as follows:

- ~~From July 1, 2021 to February 28, 2022: A monthly contribution of \$325.00.~~
- ~~From March 1, 2022 to December 31, 2022: A monthly contribution equal to one twelfth of 8% of the employee's salary.~~
- ~~From January 1, 2023 to December 31, 2023: A monthly contribution equal to one twelfth of 10% of the employee's salary.~~
- From January 1, 2024 to June 30, 2027: A monthly contribution equal to one twelfth of 12% of the employee's salary.

Provided, however, that each employee covered under the County Retirement Plan will receive a minimum monthly contribution of ~~\$325~~350.00 regardless of salary.

The County will make a one-time contribution to the retirement account of each member in the amount of the difference that has been missed since the non-union employees received the same increase.



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In the event that the County decides to make changes to the retirement account plan, it will notify the Union sixty (60) days prior to the change to afford the Union the chance to review and discuss the changes with the County.

ARTICLE 22 -WAGES

Section 1

Wages. Effective for the July 1, ~~2021~~ 2024 payroll cycle, and continuing each July 1 during the term of this agreement, all wages shall be adjusted by a 2 percent cost of living adjustment (COLA).

Notwithstanding the above, during the term of the contract, if the County's non-union employees receive a COLA adjustment, Union members shall automatically receive the same adjustment.

Employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked Appendix "A" incorporated and made a part of this Agreement. Employees shall advance to the next higher step on their anniversary date until they reach the top step, provided the employee meets standard or higher rating on their annual evaluation. If the County does not complete the annual evaluation by the employee's anniversary date, the employee will be advanced to the next step in the salary range. Effective July 1, ~~2021~~ 2024, current employees shall be placed on the salary schedule at the step that is closest to the employee's current compensation without resulting in a wage reduction.

Section 2

Movement on the schedule. An employee's anniversary date shall be the date of hire. Change of benefits will occur when eligible within the pay period of the actual date of hire and at the beginning of the anniversary year

Section 3

Longevity. Longevity pay of \$35 per month for each five years of continuous full-time service with the County will be paid starting at the beginning of the tenth year. Longevity pay will start with the first day of the pay period following the eligibility date of the employee. Eligibility for employee's hired between the 1st and 15th of the month shall be retroactive to the 1st day of the month. Employee's hired between the 16th and the end of the month shall be retroactive to the 16th day of the month.

10 years -\$35.00

15 years -\$35.00 additional = \$ 70.00 a Month

20 years -\$35.00 additional = \$105.00 a Month

25 years -\$35.00 additional = \$140.00 a Month

30 years -\$35.00 additional = \$175.00 a Month

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Section 4

New hires shall begin at a step determined by the Road Master. Upon completion of the 6-month probationary period set forth in Article 6, each probationary employee shall advance 1/2 step followed by a second 1/2 step increase on their anniversary date.

ARTICLE 23 -TERM OF AGREEMENT

This Agreement shall be effective July 1, 2021 through June 30, 2024.

DATED THIS ____ day of _____, 2025.

CROOK COUNTY:

OREGON AFSCME, COUNCIL 75

Seth Crawford, ~~Judge~~Commissioner

Brenda Johnson, Council Representative

~~Jerry Brummer~~Susan Hermreck,
Commissioner

Allan MacLean, Council Representative

Brian Barney, Commissioner

Jake Zapf, Representative

Eric Blaine, County Counsel

Ron Ledford, Representative

~~Robert O'Neal~~Brad Haynes, Road Master

Robert George, Representative

LABOR CONTRACT

CROOK COUNTY ROAD DEPARTMENT

AND

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES (AFSCME) COUNCIL 75**

CONTRACT TERM

July 1, 2024 through June 30, 2027

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PREAMBLE

This Agreement is made and entered into by and between Crook County (hereinafter the County) and the American Federation of State, County and Municipal Employees Council 75 (hereinafter the Union), for the purpose of fixing wages, hours, benefits, and mandatory conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

It is also the purpose of this Agreement to promote the mutual interests of the County and its employees and to provide for the operation of the County's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The Parties will cooperate fully to secure the advancement and achievement of these purposes. Personnel matters that arise which are not identified within the Union Contract shall follow the current Crook County Employee Policy Handbook and are not subject to the grievance process under Article 8.

ARTICLE 1 -RECOGNITION

Section 1

Crook County Road Department recognizes the Union as the sole and exclusive bargaining agent for all employees of Crook County Road Department excluding supervisory, confidential employees, temporary employees, seasonal employees and employees who are regularly scheduled to work less than half-time hours per month.

Current Union Positions:

Truck Driver/Equipment Operator/Sign Shop

Shop Mechanic

Flagger

Section 2

The County and the Union agree to create a new category of lead employee with each designated lead employee receiving one dollar (\$1) per hour additional compensation. The appointment of up to three (3) lead employees shall be at the Road Master's discretion.

Section 3

If the County establishes a new classification included in the bargaining unit, or reclassifies an existing bargaining unit position, the County shall notify the Union in writing.

ARTICLE 2 -UNION RIGHTS

Section 1

The Union shall notify the County in writing of its staff representative of the Local, Council 75, or International, American Federation of State County and Municipal Employees, AFL-CIO. The decision to join or not join the union will exclusively be the right of the individual employee.

Section 2

The business of the Union shall be conducted by the employees during non-duty time. The activities of Union Stewards, however, in meeting with Management regarding employee grievances or meetings called by management where an employee requests representation will be permitted on paid duty time. Contract negotiations will be conducted during the last two working hours of the day. This will be paid time for up to a maximum of three union members.

Section 3

The Union shall notify the County of the selection of employee officers and Stewards and their alternates by means of written notice via mail, facsimile or email.

Section 4

The County agrees to provide limited bulletin board space. The Union agrees that it will not post material that is profane, obscene or defamatory of the County or its employees.

Section 5

The Union shall send all mail associated with Union business to the personal address of the employee.

Section 6

The County shall notify the Union within 30 days of a new hire who qualifies for representation under Article 1. The County shall also furnish the Union within 30 days of the effective date a list of employees entitled to representation who have terminated employment.

Section 7

Upon advance request and approval by the County, the Union may be allowed the use of the facilities of the County for meetings when such facilities are available and the meeting would not interfere with the business of the County.

Section 8

The County and the Union will work cooperatively to address the provisions of House Bill 2016 (2019) as it applies to union rights.

ARTICLE 3 -FAIR SHARE

Section 1

The County shall deduct from the wages of employees in the bargaining unit who are members of the Union, and who have requested such deductions pursuant to ORS 292.055, a sum equal to Union dues. This deduction shall begin with the first payroll following such authorization and shall continue from month to month for the life of this Agreement.

Section 2

Employees in the bargaining unit who are not members of the Union shall make payment-in-lieu-of-dues to the Union. Payments-in-lieu-of-dues shall be equivalent to the regular Union dues used for collective bargaining purposes. Effective the first of the month the County will deduct from the wages of each bargaining unit employee who is not a Union member the payment-in-lieu-of-dues required by this Section. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who did not become members of the Union within thirty (30) days after the effective date of their employment. The County shall remit a payment of all said deductions to the Union by the twentieth of the month after the deductions have been made. Said payments shall be accompanied by a listing of the names and Social Security numbers of all employees from whom deductions are made.

Section 3

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a nonreligious charity, or to another charitable organization mutually agreed upon by the employee affected and the Union.

The employee shall furnish proof to the County that this has been done. Notwithstanding an employee's claim of exemption under this Section, the County shall deduct payments-in-lieu-of-dues pursuant to this Section until agreement has been reached between the employee and the Union.

Section 4

The Union agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings, and claims against the County whether for damages, compensation, reinstatement or a combination thereof arising out of the County's implementation of this provision.

ARTICLE 4 -SCOPE OF AGREEMENT

Section 1

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. This Agreement shall supersede all previous oral and written Agreements between the County and the employees. It is agreed that the relations between the parties shall be governed by the terms of this Agreement only; no prior agreements, understandings, past practices, existing conditions, prior benefits, oral or written, shall be controlling or in any way affect the relations between the Parties, or the wages, hours and working conditions unless and until such Agreement, understandings, past practices, existing conditions, and prior agreements shall be reduced to writing and duly executed by both parties.

Section 2

In the event the County intends to make a unilateral change to a matter subject to mandatory bargaining as determined by the Employment Relations Board, the County agrees to notify the union prior to making said change. Additionally, the County agrees to negotiate with the union during a twenty-one (21) calendar day period following the notification.

ARTICLE 5 -NON-DISCRIMINATION

Section 1

The County and the Union agree not to discriminate against any employee because of race, color, sex, age, national origin, marital status, religion, disability, union membership, or non-membership.

Section 2

The terms of this Agreement shall be applied equally to all members of the bargaining unit.

ARTICLE 6 -PROBATIONARY EMPLOYEES

Section 1

Every new employee shall serve a probationary period of six (6) months, unless extended for a maximum of an additional six (6) months. However, extension of a probationary period shall not delay access to retirement and vacation will continue to accrue.

Section 2

Employees who are promoted or transfer classifications within their department shall not be required to serve a probationary period.

Section 3

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Each probationary employee shall be evaluated prior to the completion of the six (6) month probationary period, unless the probationary period has been extended for an additional (maximum six (6) months. In the event of a probation extension, the employee shall be given written notice containing the reason(s) for the extension.

Section 4

Any employee who is terminated during their probationary period shall be given written notice of the reason or reasons for the termination. If the employee is terminated during his/her probationary period, termination is not subject to the grievance process in Article 8.

ARTICLE 7 -DISCIPLINE AND DISCHARGE

Section 1

The principles of progressive discipline shall normally be used except when the nature of the problem requires more serious action. An employee shall not be disciplined or discharged without cause.

Section 2

Discipline shall normally consist of one of the following:

- a) Oral warning
- b) Written warning
- c) Suspension
- d) Discharge

Section 3

Disciplinary action shall be accomplished in a manner, which affords the employee the most protection possible from embarrassment before other employees and the public.

Section 4

When the County intends to take disciplinary action involving discharge or suspension, the County shall notify the employee in writing of the charges against the employee and the proposed disciplinary action and shall provide the employee with the opportunity to respond to the charges at a hearing with the person having authority to impose the proposed disciplinary action.

Section 5

Disciplinary action shall be removed from the employee's personnel file after five (5) years, provided there has been no recurrence of a similar offense during the five (5) year period.

ARTICLE 8 -GRIEVANCE PROCEDURE

Section 1 –Policy

The County will promptly consider and respond to employee grievances relating to employment conditions and relationships. Furthermore, the County prefers to correct the causes of grievances informally and encourages both supervisors and employees to resolve problems as they arise. An employee, at his or her discretion may elect to be represented by the Union at any step in the procedure. The aggrieved employee or group of employee's shall appear at all meetings. Date of occurrence, means the date the aggrieved party had or should reasonably have had knowledge of the occurrence. Time limits for responses and advancement of grievances do not include the day the response is given or the day the grievance is advanced to the next level.

Section 2 -Grievance Procedure

The following steps are to be followed in submitting and processing a formal grievance:

- Step I. The aggrieved employee or group of employees should verbally present the grievance to the Road Master within -fifteen (15) working days of the occurrence of the problem. The Road Master shall give his/her oral reply within fifteen (15) workings days of the date of the presentation of the grievance.
- Step II. If the grievance is not fully settled in Step I, it shall, in detail, be reduced to writing, dated, signed by the aggrieved employee or group of employees, and presented by the aggrieved party or group of employees to the Road Master within fifteen (15) working days. The Road Master shall reply in writing to the grievance within fifteen (15) working days of the date of the presentation of the write grievance.
- Step III. If the grievance is not settled in Step II, the written grievance is to be presented by the aggrieved party, along with all pertinent correspondence, records, and information, to the County Legal Counsel and County Court within fifteen (15) working days after the Road Master's response is given. The County Court shall set a date and time and shall meet with the aggrieved employee or group of employees and Road Master. The County Court shall reply to, and the grievance in writing within fifteen (15) working days after the date of presentation of the written grievance.
- Step IV. Alleged contract violations maybe processed by Oregon Employment Relations Board.

Section 3 -Time Limits

If the grievance procedures established by this Article are not initiated within the time limits, the grievance shall be considered not to have existed.

Section 4 -County Liability

If the County fails to meet or answer any grievance within the time prescribed for such action, the grievance shall automatically advance to the next step.

Section 5 -Extension of Time Limits

The time limits for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent. Mutual consent shall be indicated in writing and signed by authorized parties of the Union and County.

Section 6 -Prohibited Practices

No employee can be disciplined or discriminated against in any way because of the employee's use of the grievance procedure.

ARTICLE 9 -MANAGEMENT RIGHTS

In order to operate its business, the County, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, layoff, transfer and recall the work force; to assign work and change, combine, create or abolish job classifications and job content; to establish and make known reasonable work rules and safety rules for all employees, subject to this contract; and to determine the number of employees, including the number of employees assigned to any particular operation, location and shift, except as modified in this agreement.

ARTICLE 10 -HOURS OF WORK

Section 1

The work day is defined as twenty four (24) hours commencing at 0001 hours. The workweek is defined as seven (7) days within a calendar week. The standard workweek for Crook County is Sunday through Saturday.

Section 2

a. A regular work schedule is a work schedule with the same starting and stopping time on four (4) consecutive ten (10) hour shifts, with three (3) consecutive days off

b. During chip seal season, snow and weather events, or during emergencies, an alternate work schedule consisting of a work schedule with the same starting and stopping time on five (5) consecutive eight (8) hour shifts, with two (2) consecutive days off can be introduced. At the conclusion of the inciting event, the schedule will revert back to 4 consecutive 10-hour shifts.

c. Work Schedules shall be established and approved in advance by the Road Master.

Section 3

Except as described in Section 2(b), the established regular work schedules set forth in Section 2, will not be changed with less than ten (10) working days advance notice, unless an emergency requires it, or an employee voluntarily agrees to the change and an earlier implementation date.

Section 4

The meal period shall be comprised of combining two paid break periods of 15 minutes each into one paid half hour lunch period. The rest breaks shall be scheduled as near to the midpoint of each (1/2) shift as possible. No employee shall work through lunch without prior approval from the Road Master.

Section 5

All travel time between the County Road Department and work sites shall be paid time. The Road Department will provide vehicles for duties performed by employee as approved by the Road Master. Only in the event, where the County cannot provide vehicles will the County reimburse the employee, based on mileage using the approved Crook County Rate. Advance approval from the Road Master shall be obtained prior to the use of personal vehicles and to receive reimbursement for mileage.

Section 6

Personnel needed for emergency call-ins shall be at the sole discretion of the Road Master. Within the group of individuals qualified and available to perform the work, however, the Road Master will make a good faith effort to equalize overtime opportunities.

Section 7

Nothing in this Article shall be construed as a guarantee of hours.

ARTICLE 11 -OVERTIME

Section 1

Overtime shall be provided in accordance with the Fair Labor Standards Act (FLSA). All nonexempt employees shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of ten (10) regular work hours or eight (8) alternate work hours per scheduled work day. Vacation pay shall be considered hours worked in computing overtime.

Section 2

By mutual agreement, an employee may receive compensatory time-off at the rate of one and one-half (1 1/2) times their regular rate of pay for overtime earned in accordance with Section 1. Compensatory time accrual shall not exceed one hundred twenty five (125) hours and all compensatory time must be exhausted within twelve (12) months of accrual. After twelve (12) months, unused compensatory time shall be paid to the employee.

Section 3

Overtime shall be approved in advance by the Road Master or designee of the Road Master.

Section 4

Whenever an employee is called back to work after leaving for the day, or is called into work on his or her day off, the employee shall receive a minimum of two (2) hours of overtime pay.

ARTICLE 12 -LAYOFF OF PERSONNEL AND JOB POSITIONS

The decision to lay-off or recall employees shall be based on seniority, as long as the employee has the qualifications to do the job as determined solely by management. If a position becomes available within the Road Department it will be posted in the break room of the shop for current employees of the Road Department to apply. Recall rights shall be limited to twenty-four (24) months.

In order for an employee to transfer from another county department into the Road Department a position must be available. Any employee transferring from another department within the county to the Road Department shall also start over with the seniority within the Road Department only as to layoff status and job bidding status. No other benefits will be affected.

ARTICLE 13 -HOLIDAYS

Section 1

The following shall be recognized as paid holidays:

1. New Year's Day
2. President's Day
3. Martin Luther King Day
4. Memorial Day
5. Independence Day
6. Juneteenth
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day
11. On (1) floating holiday each fiscal year taken on a date requested by the employee and approved by the Road Master in advance.

In addition, if the Federal government or State of Oregon requires the County to provide any other paid holidays, those days will also be treated as paid holidays under this Agreement.

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls on Saturday, the proceeding Friday shall be a holiday. Holidays that occur

during paid vacation or sick leave shall not be charged against vacation or sick leave. In order to qualify for holiday pay the following must apply:

1) Employee must work on their regular scheduled day before and after the holiday, OR qualify under the following events:

a) Illness excused with doctors note.

b) On leave under Worker Compensation, FMLA and OFLA.

c) Bereavement or employee immediate family member is hospitalized as defined in Section 4 of Article 16.

If a, b or c do not apply then vacation time must be used in order to receive holiday pay.

Section 2

Full-time employees shall be compensated at the straight rate of each recognized holiday, depending on the number of hours they are normally scheduled to work for the day. All part-time employees shall be compensated at the straight-time rate on a pro-rated basis for each recognized holiday.

Section 3

Work performed on holidays which fall within the regular work schedule shall be considered as overtime work (1½ in addition to the regular rate of pay, totaling 2½ times the regular rate of pay).

ARTICLE 14 -VACATION

Section 1

Eligibility. Employees may use their accrued vacation leave as soon as accrued after receiving authorization from the Road Master (see Section 5 below). Vacation does not accrue when an employee is on leave without pay. Employees on probation will not be eligible for vacation leave with pay until completion of probation. Eligibility for employee's hired between the 1st and 15th of the month shall be retroactive to the 1st day of the month. Employee's hired between the 16th and the end of the month shall be retroactive to the 16th day of the month. Accrual will start at the beginning of the eligible year.

Section 2

Maximum Accrual. The maximum accrual for vacation leave shall be equal to a total of two (2) years vacation leave credit. Leave accrued in excess of the above shall be forfeited unless prior approval for an extension is granted in writing by the Road Master.

Section 3

Accrual Provisions. Vacation shall be accrued as follows for full-time employees and will be paid starting at the beginning of the year:

- 0-5 years: 6.67 hours per month
- 6-10 years 10.0 hours per month
- 11-15 years: 13.33 hours per month
- 16+ years: 16.67 hours per month

Section 4

Payment Upon Separation. Employees with accrued and unused vacation leave are entitled to payment for such leave at the time of separation from the County service. An employee who terminates employment during a period of probationary employment will not be paid for vacation time. On the death of an employee, all vacation shall be paid to his or her estate.

Section 5

Scheduling. The Road Master must approve all vacation schedules. No vacation time shall be scheduled during the oiling/paving season; however, oiling/paving season will include only one holiday weekend. Employees shall request vacation leave and any other request for leave by submission of leave request forms located in the Road Department Office. Submittals will be approved on a first come basis. Due to staffing limits, no more than three represented employees will be allowed off on any scheduled work day. This does not apply to events identified in Article 13 1a -b

Consecutive time off will be limited to three (3) weeks. This does not apply to Article, 13 1a - b. If special circumstances come up that an employee wishes more than three (3) consecutive weeks off, the employee will meet with the Road Master and provide the necessary information that identifies this as a special circumstance request. The Road Master will review the information provided and make a determination based on scheduling, training, prior requests for time off, seasonal requirements, staffing availability or other essential operational duties that may be significantly impacted due to the extended time off. Employees will receive a written notification of approval status for all submittals.

Section 6

Vacation Buy Back. Employees may cash in a single block of forty (40) hours of vacation per fiscal year. This will be paid at 100 percent of the vacation's monetary value.

Section 7

Vacation and Sick Leave Donation. Employees who have exhausted all accumulated leave may be eligible for leave sharing. The employee must notify the County in writing that as a result of a medical condition of the employee or a family member of the employee, a prolonged absence of the employee from duty will result in a substantial loss of income.

Once an employee has notified the County of eligibility for leave sharing, other County employees may donate up to twenty (20) hours of vacation time and four (4) hours of sick time to the eligible employee. Time shall be donated in blocks of two (2) hours and will not be refunded to the donor.

The value of time donated will be calculated based on the rate of pay applicable to the donor at time of donation. Once donated, shared leave will be paid to recipients at the rate of pay applicable to the recipient at the time of distribution. Any balance of shared leave donated for the benefit of a particular eligible employee expires and may not be used upon that employee's return to regular duty. Leave sharing does not extend the total amount of leave to which the employee is entitled under FMLA and OFLA.

County shall continue for the term of this contract the Long Term Disability Insurance policy as provided to employees during the 2013-2016 fiscal years.

ARTICLE 15 -SICK LEAVE

Section 1

Eligibility. Sick leave shall be earned by each regular full-time employee. Employees on probation will not be eligible for sick leave with pay until six (6) months completion of probation.

Section 2

Maximum Accrual. Employees shall accumulate sick leave at the rate of eight (8) hours for each full month of continuous service. Employee may accrue a maximum of 1,080 hours of sick leave.

Section 3

Authorized Usage. Sick leave shall be used only for the following:

- a. When an employee is physically unable to perform duties because of illness or injury. The employee shall notify the Road Master as soon as possible prior to the beginning of each shift. If the employee is off for (3) three consecutive days, the employee will be required to provide a note from the doctor stating that they can return to work without any restrictions, prior to returning to work.
- b. Exposure to contagious disease under circumstances by which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the employee.
- c. When requested and approved as FMLA and or OFLA leave.

Section 4

Absence Paid by State Industrial Accident Commission. Salary paid for a period of sick leave also covered by workers' compensation shall be equal to the difference between the workers'

compensation for lost time and the employee's normal net pay rate. In such instances, prorated charges will be made against accrued sick leave then vacation upon receipt of a timecard signed by the employee.

Section 5

Worker's Compensation. Employees absent under claims covered by workers compensation insurance shall call the Road Master every Monday to report on their progress of recovery.

Section 6

Employees with a minimum of ten (10) years of service and who have accrued a minimum of six hundred (600) hours of unused sick leave, shall be eligible to cash in one half of their unused sick leave up to the cap placed on sick leave accrual. The maximum amount of sick leave that may be cashed in under this provision is five hundred (500) hours. This will not apply to any new employee hired after January 1, 2010.

ARTICLE 16 -LEAVES OF ABSENCE

Section 1

Jury Duty. Employees performing jury duty shall receive regular pay for the period of duty. Employees shall sign over to the County any compensation (excluding mileage) received as a result of such duty, but only if County employee is being paid by the County during service.

Section 2

Witness Duty. Employees shall receive regular pay for appearance before a court, ERB hearing, legislative committee, judicial or quasi-judicial proceeding as a witness in response to a subpoena or other direction by proper authority if related to Crook County business. Employees shall sign over to the County any compensation received as a result of such duty, but only if County employee is being paid by the County during service. An employee called for witness duty not related to Crook County business shall use accrued vacation time, or leave without pay, and will keep any compensation received as a result of such duty.

Section 4

Bereavement Leave. For the purpose of this section, the immediate family shall be defined as the employee's spouse, children, step-children, grandchildren, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, domestic partner and any other relative residing within the employee's household. Whether the bereavement leave is taken pursuant to either Oregon Family Leave Act (OFLA) or the County's policy, up to three (3) working days in succession per occurrence may be used for these purposes, and shall be paid. This paid leave is in addition to any other type of paid leave that an employee is eligible to receive.

Section 5

Leaves of Absence. A leave of absence, either with or without pay under FMLA and OFLA, shall be governed by those applicable statutes.

ARTICLE 17 -HEALTH & WELFARE MEDICAL AND DENTAL INSURANCE

Section 1

Policy. It is the policy of Crook County to provide health insurance to its employees, unless the employee elects not to take it. The County and the Union acknowledge that as of the effective date of this agreement, the County pays 90 percent of the employee's premium.

In the event non-union employees receive an adjustment to the percentage of health insurance premiums paid by the County, Union employees shall automatically receive the same adjustment. In the event that the County decides to change benefit packages or there are changes to the premium share, the County will notify the Union sixty (60) days in advance of the changes to afford the Union time to meet with the County to discuss the impacts of such changes. The County will continue to provide the current paid life insurance plans. The parties agree that the Road Department bargaining unit will have a representative on the Benefits Advisory Committee. The function of the Benefits Advisory Committee is to recommend to the County Commissioners any changes in insurance coverage or benefits.

Section 2

Eligibility. Regular full-time employees and regular part-time employees (working 80 hours per month) are eligible to be enrolled under the Health Plan on the first day of the month following 30 days of employment. Refer to the Health Insurance booklet for details on coverage, waiting periods, type of plan, etc.

Section 3

Responsibility. It is the responsibility of each employee to notify the Human Resource Department of any change of dependents for insurance.

Section 4

Dental Insurance Policy. It is the policy of Crook County to provide a means whereby employees of the County will be encouraged to take care of their dental needs.

Section 5

Eligibility. Full-time employees will be provided with a dental insurance program unless the employee elects not to take it. All County employees are eligible the 1st day of the month following 30 days of employment. Refer to Dental brochure or booklet concerning details on dental coverage.

ARTICLE 18 -SAFETY

Section 1

The County and the Union agree to cooperate in the continuing objective to eliminate accidents and health hazards.

Section 2

All employees shall inform the Road Master of safety concerns in the workplace, including health and safety issues. It is clearly understood that the County shall take no reprisals against employees for reporting issues to the Road Master or Safety Committee.

Section 3

The County will continue a risk management program including approved OSHA safety committee and will review issues reported in Section 2 above. The safety committee will consist of three union members, (two CDL positions, and one Flagger position); management will have a minimum of one member on the committee with a maximum of two members based on staffing ability.

Section 4

All Road Department Employees shall follow all safety policies and procedures as identified by OSHA, Federal Motor Carrier Regulations, Safety Committee and others approved by the Road Master. If an employee does not understand any part of a training exercise and or a safety policy, it is the sole responsibility of the employee to notify the Safety Committee and or Road Master that additional review and or training is requested. It is encouraged that all staff work together to create a safe work environment for co-workers and the public. It is also the responsibility for all employees of the Road Department to report immediately any safety concern of operations, equipment and or co-workers to the Road Master and or Safety Committee.

Section 5

All positions that require a Commercial Driver License as a condition of employment shall follow the current Crook County Drug and Alcohol Manual and Federal Motor Carrier Regulations. Crook County Road Department is a Drug and Alcohol Free work environment. The cost of ODOT physicals, required to maintain CDL status, shall be reimbursed by the County.

Section 6

The County shall provide each employee with approved personal protective footwear once per year, or as necessary, subject to written proof of purchase and subject to ANSI Safety Standards as determined by the Road Master. The County's contribution shall not exceed the sum of \$300.00 per year, per employee. Also to include any additional PPE as necessary and approved.

ARTICLE 19 -SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 20 -PERFORMANCE EVALUATIONS

Each employee shall receive a performance appraisal prepared by the Road Master at least annually on his/her anniversary date. The Road Master shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide his/her comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided upon request by the employee, a copy will be provided to employee at that time.

ARTICLE 21 -RETIREMENT

Section 1

Eligibility. All regular full-time employees shall be covered by the County Retirement Plan (401K) and be eligible for enrollment upon completion of successful probation period.

Section 2

Contributions. For employees covered under the County Retirement Plan, monthly contribution will be made as follows:

- From January 1, 2024 to June 30, 2027: A monthly contribution equal to one twelfth of 12% of the employee's salary.

Provided, however, that each employee covered under the County Retirement Plan will receive a minimum monthly contribution of \$350.00 regardless of salary.

The County will make a one-time contribution to the retirement account of each member in the amount of the difference that has been missed since the non-union employees received the same increase.

In the event that the County decides to make changes to the retirement account plan, it will notify the Union sixty (60) days prior to the change to afford the Union the chance to review and discuss the changes with the County.

ARTICLE 22 -WAGES

Section 1

Page 18 of 20

Wages. Effective for the July 1, 2024 payroll cycle, and continuing each July 1 during the term of this agreement, all wages shall be adjusted by a 2 percent cost of living adjustment (COLA).

Notwithstanding the above, during the term of the contract, if the County's non-union employees receive a COLA adjustment, Union members shall automatically receive the same adjustment.

Employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked Appendix "A" incorporated and made a part of this Agreement. Employees shall advance to the next higher step on their anniversary date until they reach the top step, provided the employee meets standard or higher rating on their annual evaluation. If the County does not complete the annual evaluation by the employee's anniversary date, the employee will be advanced to the next step in the salary range. Effective July 1, 2024, current employees shall be placed on the salary schedule at the step that is closest to the employee's current compensation without resulting in a wage reduction.

Section 2

Movement on the schedule. An employee's anniversary date shall be the date of hire. Change of benefits will occur when eligible within the pay period of the actual date of hire and at the beginning of the anniversary year

Section 3

Longevity. Longevity pay of \$35 per month for each five years of continuous full-time service with the County will be paid starting at the beginning of the tenth year. Longevity pay will start with the first day of the pay period following the eligibility date of the employee. Eligibility for employee's hired between the 1st and 15th of the month shall be retroactive to the 1st day of the month. Employee's hired between the 16th and the end of the month shall be retroactive to the 16th day of the month.

10 years -\$35.00

15 years -\$35.00 additional = \$ 70.00 a Month

20 years -\$35.00 additional = \$105.00 a Month

25 years -\$35.00 additional = \$140.00 a Month

30 years -\$35.00 additional = \$175.00 a Month

Section 4

New hires shall begin at a step determined by the Road Master. Upon completion of the 6-month probationary period set forth in Article 6, each probationary employee shall advance 1/2 step followed by a second 1/2 step increase on their anniversary date.

ARTICLE 23 -TERM OF AGREEMENT

This Agreement shall be effective July 1, 2024 through June 30, 2027.

DATED THIS ____ day of _____, 2025.

CROOK COUNTY:

OREGON AFSCME, COUNCIL 75

Seth Crawford, Commissioner

Brenda Johnson, Council Representative

Susan Hermreck, Commissioner

Allan MacLean, Council Representative

Brian Barney, Commissioner

Jake Zapf, Representative

Eric Blaine, County Counsel

Ron Ledford, Representative

Brad Haynes, Road Master

Robert George, Representative

CROOK COUNTY SALARY SCHEDULE

2024-2025

Road Department

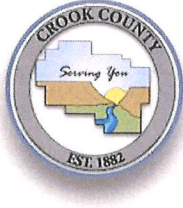
Updated Salary Schedule from Compensation Study with 3.3% COLA

| Grade / Classification | COLA | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 | STEP 11 | STEP 12 | STEP 13 |
|-------------------------------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|----------------|----------------|
| RU1 | 3.3% | 42,660.80 | 43,929.60 | 45,240.00 | 46,612.80 | 48,006.40 | 49,212.80 | 50,419.20 | 51,688.00 | 52,977.60 | 54,308.80 | 55,140.80 | 55,952.00 | 56,784.00 |
| Flagger I* | | 3,555.07 | 3,660.80 | 3,770.00 | 3,884.40 | 4,000.53 | 4,101.07 | 4,201.60 | 4,307.33 | 4,414.80 | 4,525.73 | 4,595.07 | 4,662.67 | 4,732.00 |
| | | 20.51 | 21.12 | 21.75 | 22.41 | 23.08 | 23.66 | 24.24 | 24.85 | 25.47 | 26.11 | 26.51 | 26.90 | 27.30 |
| RU4 | 3.3% | 48,193.60 | 49,628.80 | 51,126.40 | 52,644.80 | 54,204.80 | 55,556.80 | 56,950.40 | 58,385.60 | 59,841.60 | 61,339.20 | 62,275.20 | 63,190.40 | 64,147.20 |
| Technician I* | | 4,016.13 | 4,135.73 | 4,260.53 | 4,387.07 | 4,517.07 | 4,629.73 | 4,745.87 | 4,865.47 | 4,986.80 | 5,111.60 | 5,189.60 | 5,265.87 | 5,345.60 |
| | | 23.17 | 23.86 | 24.58 | 25.31 | 26.06 | 26.71 | 27.38 | 28.07 | 28.77 | 29.49 | 29.94 | 30.38 | 30.84 |
| RU5 | 3.3% | 50,211.20 | 51,708.80 | 53,268.80 | 54,849.60 | 56,513.60 | 57,928.00 | 59,363.20 | 60,840.00 | 62,379.20 | 63,939.20 | 64,916.80 | 65,873.60 | 66,872.00 |
| Equipment Operator* | | 4,184.27 | 4,309.07 | 4,439.07 | 4,570.80 | 4,709.47 | 4,827.33 | 4,946.93 | 5,070.00 | 5,198.27 | 5,328.27 | 5,409.73 | 5,489.47 | 5,572.67 |
| | | 24.14 | 24.86 | 25.61 | 26.37 | 27.17 | 27.85 | 28.54 | 29.25 | 29.99 | 30.74 | 31.21 | 31.67 | 32.15 |
| RU7 | 3.3% | 54,662.40 | 56,284.80 | 57,990.40 | 59,737.60 | 61,505.60 | 63,065.60 | 64,625.60 | 66,248.00 | 67,891.20 | 69,596.80 | 70,657.60 | 71,697.60 | 72,779.20 |
| Technician II* | | 4,555.20 | 4,690.40 | 4,832.53 | 4,978.13 | 5,125.47 | 5,255.47 | 5,385.47 | 5,520.67 | 5,657.60 | 5,799.73 | 5,888.13 | 5,974.80 | 6,064.93 |
| | | 26.28 | 27.06 | 27.88 | 28.72 | 29.57 | 30.32 | 31.07 | 31.85 | 32.64 | 33.46 | 33.97 | 34.47 | 34.99 |
| RU8 | 3.3% | 57,054.40 | 58,760.00 | 60,528.00 | 62,358.40 | 64,230.40 | 65,832.00 | 67,496.00 | 69,180.80 | 70,928.00 | 72,716.80 | 73,798.40 | 74,921.60 | 76,044.80 |
| Equipment Operator Senior* | | 4,754.53 | 4,896.67 | 5,044.00 | 5,196.53 | 5,352.53 | 5,486.00 | 5,624.67 | 5,765.07 | 5,910.67 | 6,059.73 | 6,149.87 | 6,243.47 | 6,337.07 |
| | | 27.43 | 28.25 | 29.10 | 29.98 | 30.88 | 31.65 | 32.45 | 33.26 | 34.10 | 34.96 | 35.48 | 36.02 | 36.56 |
| RU9 | 3.3% | 59,633.60 | 61,401.60 | 63,252.80 | 65,145.60 | 67,100.80 | 68,785.60 | 70,491.20 | 72,259.20 | 74,068.80 | 75,920.00 | 77,043.20 | 78,208.00 | 79,393.60 |
| Technician III* | | 4,969.47 | 5,116.80 | 5,271.07 | 5,428.80 | 5,591.73 | 5,732.13 | 5,874.27 | 6,021.60 | 6,172.40 | 6,326.67 | 6,420.27 | 6,517.33 | 6,616.13 |
| | | 28.67 | 29.52 | 30.41 | 31.32 | 32.26 | 33.07 | 33.89 | 34.74 | 35.61 | 36.50 | 37.04 | 37.60 | 38.17 |
| R20 | 3.3% | 62,296.00 | 64,168.00 | 66,102.40 | 68,078.40 | 70,116.80 | 71,864.00 | 73,673.60 | 75,524.80 | 77,417.60 | 79,352.00 | 80,537.60 | 81,744.00 | 82,950.40 |
| Technician Lead* | | 5,191.33 | 5,347.33 | 5,508.53 | 5,673.20 | 5,843.07 | 5,988.67 | 6,139.47 | 6,293.73 | 6,451.47 | 6,612.67 | 6,711.47 | 6,812.00 | 6,912.53 |
| | | 29.95 | 30.85 | 31.78 | 32.73 | 33.71 | 34.55 | 35.42 | 36.31 | 37.22 | 38.15 | 38.72 | 39.30 | 39.88 |

*Bargaining Unit Positions

Amounts listed may differ slightly from actual due to rounding

AGENDA ITEM REQUEST



Date:

March 27, 2025

Meeting date desired:

April 2, 2025

Subject:

2025-01 Chip Seal Rock Preparation and Delivery

Background and policy implications:

Delivery of 4,500 Tons 3/8-1/4 Uncoated Chip Seal Rock

Budget/fiscal impacts:



Requested by:

Brad Haynes Crook County Road Department
brad.haynes@crookcountyor.gov 541-447-4644

Presenters:

Brad Haynes

Legal review (only if requested):

We have worked with legal office to ensure information is documented and filed appropriately.

Elected official sponsor (if applicable):

N/A

2025-01 Chip Seal Rock Crush

Submittal Amount Summary

| NAME/COMPANY | BID AMOUNT | VERIFIED |
|------------------------------|--------------|------------------------------------|
| ISW Unpaved, Inc. | \$115,425.00 | <i>[Signature]</i> Brenda Brown |
| Siegmund Excavation & Const. | \$155,250.00 | <i>[Signature]</i> Brenda Brown |
| | | |
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BIDDER'S SUBMITTAL



1306 N. MAIN
PRINEVILLE, OREGON 97754

PROJECT NAME: Chip Seal Rock Preparation and Delivery

CONTRACT NO: 2025-02

BID DUE: Wednesday, March 26, 2025 @ 2:00 p.m.

BID OPENING: Wednesday, March 26, 2025 @ 3:00 p.m.

AWARD DATE & TIME: Wednesday, April 2, 2025 @ 9:00 a.m

BID PACKET INFORMATION

Purchase & Delivery of 3/8"- 1/4" Uncoated Chip Seal Rock Crook County, Oregon

PROJECT DESCRIPTION

Pursuant to ORS 279B.060, Crook County, Oregon, seeks to purchase and have delivered to a specified work site 4,500 tons of 3/8" - 1/4" uncoated chip seal rock of the specified quality.

PROJECT INFORMATION

Project Name: Crook County 2025 Chip Seal Rock Preparation and Delivery

Date of Issue: March 7, 2025

Project Owner: Crook County, Oregon

Department: Crook County Road Department

PROCUREMENT TIMETABLE

- A. **Procurement documents for bidding will be available:** Friday, March 7, 2025, at 10:00 a.m.
- B. **Bid closing date and time:** Wednesday, March 26, 2025, at 2:00 p.m. local time as determined by the official clock located in the Crook County Administration office.
- C. **Bid opening date, time and location:** Bids will be publicly opened and read aloud on Wednesday, March 26, 2025, at 3:00 p.m. local time at the Crook County Road Department. All bids will be announced at that time.
- D. **Contract Award:** Final award will be announced during Crook County Board of Commissioners meeting on Wednesday, April 2, 2025 (estimated time 9:00 a.m.).
- E. The County reserves the right to change this schedule or terminate the entire procurement process at any time.

PROCUREMENT DOCUMENTS

Availability of Documents: Bid packets will be available at: Crook County Road Department Office, 1306 N Main Street, Prineville, Oregon 97754, (541) 447-4644.

BIDDER'S REPRESENTATIONS

The bidder by making a bid represents that:

- A. The bidder has read and understands the bidding documents and contract documents. The bidder has asked the County all questions necessary to clarify any ambiguity, vagueness, or inconsistency it perceives may exist in the bidding documents or contract documents.
- B. The proposal is made in compliance with the documents.
- C. The bid is based upon the materials, equipment, and systems required by the bidding documents without exception.
- D. Bidder has used complete sets of bidding documents in preparing bids; County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

ADDENDA

This Bidder's Packet may be changed only by a written addendum issued by the County. When an addendum is issued, it shall be posted to the County's website at <http://co.crook.or.us/rfps>

Addenda shall be posted on the Crook County website under "Bid Information" not later than five (5) calendar days prior to closing date. Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Prior to submitting a bid, each bidder shall ascertain that the bidder has received all addenda issued.

BIDDING PROCEDURES; PREPARATION OF BIDS

E. Bidding documents are to be addressed to **Crook County Commissioner Brian Barney**, and received at the Crook County Administration Office by mail to: 300 NE Third Street; or by hand delivery to 203 NE Court Street, Prineville, Oregon 97754, no later than Wednesday, March 26, 2025 @ 2:00 p.m. Bids will be opened at the Crook County Road Department on Wednesday, March 26, 2025 @ 3:00 p.m.

F. **Bidding documents must be submitted in a sealed envelope and plainly marked on the outside showing the name of the bidder, name of the project, contract number (if applicable), the word "BID," and addressed to the attention of: Crook County Commissioner Brian Barney. Any proposals received after Wednesday March 26, 2025, by 2:00 p.m., will not be considered.** Postmarks will not be used as a basis for determining timely delivery. Faxed or emailed submittals will not be accepted.

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 Bidder's Packet:

- A. Issue addenda.
- B. Request additional information and/or clarification from bidder(s).
- C. Permit the timely correction of errors and waive minor deviations.
- D. Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation.
- E. Withdraw the request for bids.
- F. Extend the time for submittal of bids.
- G. Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in delivering the goods and services desired by the County.
- H. Take whatever other action it deems best in its interest.
- I. The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria.
- J. 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.

- K. The request for bids does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation.
- L. All proposals and bids shall become the property of the County and will not be returned to the bidder.
- M. This invitation 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 services or supplies. The County reserves the right to accept or reject any or all responses to the invitation, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel the request for bids, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this invitation are entirely voluntary and made with this knowledge.
- N. 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, and physical or mental disability.

PROJECT COORDINATOR POINT OF CONTACT

Questions should be directed to Brad Haynes, Crook County Road Superintendent, by email at Brad.Haynes@CrookCountyOR.gov.

PREVAILING WAGE RATE

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.).

SUBMISSION OF BIDS

A successful bid shall provide the minimum information requirements as follows:

- A. Contractor 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 Bidder's Packet.
- B. A statement identifying whether or not the bidder is "resident bidder" as defined in ORS 279A.120(1).
- C. Contractor's certification of non-discrimination in obtaining required subcontractors in accordance with ORS 279A.110(4).
- D. The bidder shall provide **complete answers** to the proposal by completing the **Bidder's Submittal (Attachment 1)** attached hereto and incorporated herein by reference.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a proposal, bidder certifies conformance with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including without limitation:

- (I) Titles VI and VII of the Civil Rights Act of 1964 as amended;
- (II) Title V and Section 503 and 504 of the Rehabilitation Act of 1973 as amended;
- (III) The Americans and Disabilities Act of 1990 as amended by ORS 659.425;
- (IV) The Health Insurance Portability & Accountability Act of 1996;

- (V) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- (VI) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- (VII) All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;
- (VIII) All regulations and administrative rules established pursuant to the foregoing laws; and
- (IX) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated.

HOLD HARMLESS

The bidder agrees to indemnify, defend and hold the County, its elected officials, 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 bidder, the bidder's agents, representatives or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.

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

BID SECURITY

Each bid must be submitted on the required form and be accompanied by a cashier's check, certified check, irrevocable letter of credit per ORS 75.1020, or surety bond payable to "Crook County" in an amount not less than ten percent (10%) of the amount of the bid.

EVALUATION AND ACCEPTANCE OF BID (AWARD)

It is the intent of the County to award a contract to the lowest qualified bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, is judged to be reasonable, and does not exceed the funds available. Any protest of award must be filed with the County within the timeframe specified in any Notice of Intent to Award; or 168 hours after contract award if the Notice does not specify a different time. Before commencing work, the successful bidder shall be required to execute a Goods & Services Contract, using substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference.

NOTICE OF INTENT TO AWARD

A notice of intent to award will be posted on the Crook County website at <https://co.crook.or.us/rfps> ("Public Notices/Bid Information").

EXHIBIT LIST

- A. Goods & Services Contract with Attachments
Attachment 1: Bidder's Submittal

Attachment 2: Specifications and Details

GOODS AND SERVICES CONTRACT

CONTRACTOR: SAMPLE – DO NOT COMPLETE DATE: *

ADDRESS: *

| | | | |
|----------------|------|-------|-----|
| Street Address | City | State | Zip |
|----------------|------|-------|-----|

PHONE NUMBER: * EMAIL: *

The signing of this Contract (Agreement) by **CONTRACTOR** name above and Crook County, a political subdivision of the State of Oregon (**COUNTY**), authorizes **CONTRACTOR** to deliver the goods described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** The goods described below are to be provided by **CONTRACTOR** in connection with a Project identified as follows: Chip Seal Rock Purchase and Delivery.
2. **DURATION:** This Agreement shall run from date of execution through delivery of the 3/8" – 1/4" Uncoated Chip Seal Rock (to occur not later than May 30, 2025) unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** **CONTRACTOR** shall supply the following for purchase: Delivery of 4,500 Tons of 3/8" – 1/4" Uncoated Chip Seal Rock to two stockpile sites Hilltop and County Yard stockpile site off Juniper Canyon. See Also, paragraph 6 below.
4. **FEE FOR SERVICES:** **CONTRACTOR**'s fee for the goods identified in paragraph 3 shall be: A fee amount based on the Bidder Submittal (Attachment 1).
5. **EXTRA SERVICES:** **CONTRACTOR** may also perform Extra Services (services not specified under Scope of Services), provided **CONTRACTOR** and **COUNTY** have agreed in advance and in writing to the scope and fees for such Extra Services.
6. **ATTACHMENTS:** The original Bidder's Proposal is incorporated herein and by reference made a part hereof, as well as the following documents that are attached to this Agreement:
 - Special Environmental Provisions
 - Bidder Submittal (**Attachment 1**)
 - Specifications & Details (**Attachment 2**)
7. **STANDARD PROVISIONS**
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 supplying the goods. **CONTRACTOR** will not be paid until a fully completed W-9 form is submitted.
9. **INDEPENDENT CONTRACTOR:** It is understood and agreed that **CONTRACTOR**, while supplying goods pursuant to this Agreement, is at all times acting and performing as an independent **CONTRACTOR**.
10. **TAX DUTIES AND LIABILITIES:** Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by **COUNTY**. **CONTRACTOR** is responsible to pay, according to law, **CONTRACTOR**'s income tax and self-employment tax, if applicable.

11. **CONFIDENTIALITY:** During the course of supplying of goods 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.
12. **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.
13. **PAYMENT BY COUNTY:** **COUNTY** will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
14. **INDEMNIFICATION:** **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of **CONTRACTOR**, its employees, servants or agents.
15. **COMPLIANCE WITH THE LAWS:** **CONTRACTOR** agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
16. **PROTECTION OF PERSONAL 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.
17. **CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING:** Pursuant to ORS 279B.220, **CONTRACTOR** shall:
 - (a) Make payment promptly, as due, to all persons supplying to the **CONTRACTOR** labor or material for the performance of the work provided for in the Agreement;
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from the **CONTRACTOR** or subcontractor incurred in the performance of the Agreement;
 - (c) 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; and
 - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
18. **CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION:** Pursuant to ORS 279B.230, **CONTRACTOR** shall:
 - (a) Promptly, as due, make payment to 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 monies 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; and

- (b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
19. **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.
20. **AMENDMENTS:** This Agreement may be supplemented, amended, or revised only in writing signed by both parties.
21. **ASSIGNMENT:** **CONTRACTOR** may not assign this Agreement, in whole or in part, without the prior written consent of **COUNTY**.
22. **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.
23. **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.
24. **TERMINATION:**
- (a) 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;
- (b) Notwithstanding any other provision of this Agreement, **COUNTY** shall not be obligated for the **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 Board of Commissioners 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.

25. **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.
26. **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 in this Bidder's Proposal.
27. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.

- 28. SEVERABILITY: If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
- 29. 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.
- 30. 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.
- 31. COUNTERPARTS: This Goods and 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.

CONTRACTOR and COUNTY acknowledge that they are in agreement with the terms and conditions set forth in this Goods and Services Contract.

ACCEPTED FOR CONTRACTOR

ACCEPTED FOR CROOK COUNTY

*

 (printed name)

Title: _____
 Date: _____

 Brian Barney, Commissioner
 Date: _____

 Susan Hermreck, Commissioner
 Date: _____

 Seth Crawford, Commissioner
 Date: _____

Sample - Do Not Sign

IDENTIFICATION OF BIDDER(S) SURETIES
Crook County Chip Seal Rock Preparation and Delivery
Contract No. 2025-02

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

_____ (Enter "an individual", partnership, "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name _____ PLEASE PRINT

at _____ (Street) (City) (State) (Zip Code) (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: _____

Name of Agent: _____ Agent's Ph: _____

Address: _____ (Street) (City) (State) (Zip Code)

Accompanying this proposal as proposal guaranty is a _____ in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", "cashier's check", or "certified check").

If the Crook County Commissioners accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Commissioners.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

(Bidder's Name)

By _____

← **SIGN HERE**

(Typed or Printed Name, and Title of Signer)

_____, 20____
(Date)

PROPOSAL BOND

**Crook County Chip Seal Rock Preparation and Delivery
Contract No. 2025-02**

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ a surety company duly organized under the laws of the State of _____ having its principal place of business at _____ in the State of _____, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas _____ (Bidder) is herewith submitting its proposal for the following work, to wit: 4,500 tons of 3/8 – 1/4 - Uncoated Chip Seal Rock delivered to Hilltop Pit, on Juniper Canyon Rd, Prineville. County Yard Stockpile Site, Prineville, Oregon.

All work is to be completed by **May 30, 2025**.

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Board of Commissioners, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this _____ day of _____, 2025.

SURETY

PRINCIPAL

(Surety Company)

(Principal (Bidder))

(Signature)

(Signature)

BIDDER'S SUBMITTAL

| |
|---------------------|
| Attachment 1 |
|---------------------|

Instructions: The County will only accept bids which meet all the specifications and details listed in Attachment 2. Bids which propose only some specifications and details will not be accepted unless no other bids are received.

Be certain to sign this Submittal where indicated. This Bidder's Submittal serves as **Attachment 1** to the Contract. If in conflict, the Total Price will prevail over the Unit Price.

| DESCRIPTION OF MATERIALS AND SERVICES | UNIT PRICE | TOTAL PRICE |
|--|------------|-------------|
| <i>4,500 Tons of 3/8" - 1/4" Uncoated Chip Seal Rock Delivered to Juniper Canyon Hilltop pit, County Yard Stockpile Sites, Prineville Oregon</i> | | |

Please answer / affirm the following statements on separate pages and attach to the Bidder Submittal.

A. Contractor agrees that all the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this Bidder's Packet.

B. A statement identifying whether or not the bidder is "resident bidder" as defined in ORS 279A.120(1).
Yes _____ No _____

C. Contractor's certification of non-discrimination in obtaining required subcontractors in accordance with ORS 279A.110(4).

D. Describe your good faith efforts to employ local workers for the work.

E. Contractor will obtain all necessary operating permits and licenses to do the work, and shall carry insurance as required by the County.

G. Contractor possesses an unexpired certificate issued by the Oregon Department of Administrative Services issued under ORS 279A.167 unless Contractor is exempt under ORS 279B.110.

The name of the Contractor who is submitting this Proposal is:

Bidding Firm: _____

Address: _____

Date: _____ Phone Number: _____

Email: _____

This is the address to which all communications concerning this Proposal shall be sent.

IN WITNESS HERETO, the undersigned has set his/her hand this ___ day of _____, 20__.

Signature of Contractor

Print Name

Title: _____

SPECIFICATIONS AND DETAILS
Purchase of 3/8" 1/4 Uncoated Chip Seal Rock
Crook County, Oregon

| |
|---------------------|
| Attachment 2 |
|---------------------|

SECTION 00710 - UNCOATED ASPHALT CHIP SEAL AGGREGATE

Description

00710.00 Scope - This Work consists of furnishing and delivering graded Uncoated Asphalt Chip Seal Aggregate.

Materials

00710.10 Aggregates - Furnish Aggregate meeting the following requirements:

(a) **Size Designation** - Provide the size of the Uncoated Asphalt Chip Seal Aggregate according to the following:

| Chip Seal Design | Size of Screenings |
|-------------------------|---------------------------|
| Single Size Medium | 3/8" -1/4" |
| Coarse | 1/2" - 1/4" |

(b) **Fractured Faces** - Provide Aggregates consisting of broken stone, crushed gravel or a combination of both. Crush Aggregate such that at least 90 percent by weight of the total Aggregate retained on the No. 8 and larger sieves is fractured on two faces, as determined according to AASHTO T 335.

(c) **Grading** - Perform sieve analysis according to AASHTO T 27 and AASHTO T 11. Provide grading for the designated Uncoated Asphalt Chip Seal Aggregate according to the following:

| SIEVE SIZE | PERCENT PASSING (BY WEIGHT) | |
|------------|--------------------------------|------------|
| | 3/8" -1/4" | 1/2" -1/4" |
| 3/4-inch | 100 | 100 |
| 1/2-inch | 100 | 85 - 100 |
| 3/8-inch | 85 - 100 | |
| 1/4-inch | 0 - 15 | 0 - 15 |
| No. 4 | | |
| No. 8 | | 0-4 |
| No. 30 | 0-2 | |
| No. 200 | 0-2.0 | 0-2.0 |
| No. 200 | 0-1.0 | 0-1.0 |

(d) **Unit Weight of Aggregate** - Provide Aggregate with a minimum unit weight of 90 pounds per cubic foot according to AASHTO T 19.

(e) **Soundness** - Provide coarse and fine Aggregate with a weighted loss not exceeding 12 percent when subjected to five cycles of the soundness test using sodium sulfate solution according to AASHTO 104.

(f) **Durability** - Provide Aggregates meeting the following durability requirements:

| Test | Test Method | | Maximum Values |
|--------------------------------|-------------|--------|----------------|
| | ODOT | AASHTO | |
| Abrasion | | T96 | 30.0% |
| Degradation (coarse Aggregate) | | | |
| Passing No. 20 Sieve | TM208 | | 30.0% |
| Sediment Height | TM 208 | | 3.0" |

(g) **Harmful Substances** - Provide Aggregates meeting the following harmful substances requirements:

| Test | Test Method | | Limits |
|---|-------------|--------|---------------|
| | ODOT | AASHTO | |
| Lightweight Pieces Wood Particles | | T 113 | 1.0% maximum |
| Elongated Pieces (coarse Aggregate at a ratio of 5:1) | TM 229 | | 10.0% maximum |
| Cleanness Value | TM227 | | 75 minimum |

(h) **Taking Aggregates from Agency Stockpiles** - When it is specified that Aggregates are to be taken from Agency-controlled stockpiles, take the material in an orderly manner. Do not contaminate the materials. Salvage all material possible from the area which the material is taken. Shape unused portions of a stockpile to Neat Lines. The Contractor will be charged for materials wasted through negligence or used without authority.

(i) **Stockpiling Contractor Furnished Aggregates on Agency Property** - Aggregates shall be deposited at approved sites on Agency property in the locations and amounts listed in the Contract. The stockpile sites for this contract will be prepared for use by Agency forces. All labor and equipment required for the construction of the stockpiles shall be furnished by the Agency.

The haul to any stockpile shall not be initiated unless a minimum of 300 tons per day is to be hauled.

(j) **Aggregate Cleanness** - Crushed aggregate shall be clean and meeting requirements outlined in 00710.10(9). Unless all dirt, dust, clay, and other objectionable material is completely removed by dry screening, the aggregate shall be made clean by washing and/or by other means suitable to the Agency.

(k) **Aggregate Surface Charge** - Provide crushed aggregates with a surface charge which is compatible with anionic asphalt emulsions (electropositive surface charge). Crushed aggregate shall be tested for surface charge prior to delivery. The Agency reserves the right to refuse delivery of material that is incompatible with anionic emulsions.

00710.15 Aggregate Production Quality Control - Provide quality control during production of Aggregate according to section 00165. Sampling and Testing shall be performed by a CAgT at the minimum frequency schedule in the MFTP.

(a) **Quality Control Compliance** - Evaluate Aggregates for compliance according to the following:

- (1) **Gradation** - The Engineer will reject any stockpile of Aggregate containing non-specification material unless the non-specification material is removed from the stockpile.
- (2) **Other Tests** - Stop production, make appropriate operational adjustments, and remove all failing material from the stockpile whenever a quality control test result, other than sieve

analysis, does not meet Specifications. Document operational adjustments made and notify the Engineer prior to resuming production.

(3) **Preproduced Aggregate** - Compliance of Aggregates produced and stockpiled before the Award of this Contract will be determined by either of the following:

- Continuing production records meeting the requirements of 00710.10 and 00710.15.
- Sampling according to AASHTO R 90 and testing the entire stockpile at the minimum frequency schedule in the MFTP. The material shall meet the requirements of 00710.10 and 00710.15.

(b) **Materials on Hand** - Payment for stockpiled materials on hand may be allowed subject to meeting the requirements of 00710.10 and 00710.15.

00710.16 Acceptance of Aggregate -The Contractors quality control tests will be used for acceptance of Aggregates if verified by the Agency's quality assurance program. Aggregate production quality assurance will be at the discretion of the Agency.

Equipment

00710.20 Rock Crusher - Furnish rock crushers capable of producing Rock meeting the Specifications. Use an impact crusher of sufficient size and capable of producing Aggregate in cubical form, free from sharp points or slivers.

00710.21 Hauling Equipment - Provide vehicles for hauling uncoated chip seal Aggregate capable of discharging the materials without segregation. Haul vehicles shall be clean and free of dry or cold asphalt mix that may be dislodged and contaminate the stockpile with clumps that will not pass through spreading equipment. Excessive clumping may require re-screening of the product prior to acceptance.

Labor

00710.30 Quality Control Personnel - Provide a technician having a CAgT technical certification.

Measurement

00710.80 Measurement - The quantities of Aggregate will be measured on the weight basis in the hauling vehicle. Measurements shall be obtained using certified scales.

Payment

00710.90 Payment-The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

| Pay Item | Unit of Measurement |
|-----------------|----------------------------|
|-----------------|----------------------------|

| | |
|---|-----|
| (a) Uncoated Asphalt Chip Seal Aggregate..... | Ton |
|---|-----|

Payment will be payment in full for furnishing and delivering all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

AGENDA ITEM REQUEST



Date:

March 31, 2025

Meeting date desired:

April 2, 2025

Subject:

Appointment of a board member for the Crook County Road Agency.

Background and policy implications:

On March 25 and March 26, the City and County respectively approved an amendment to the formative IGA for the Crook County Road Agency. Among the changes were a new method by which board members could be appointed: the County would appoint one member; the City would appoint one member; and the two members would appoint the third member.

The board is being asked to appoint a Road Agency board member.

Budget/fiscal impacts:

The appointment itself will incur no budget impacts, but the Road Agency will need to have a quorum in order to effectuate its activities.

Requested by:

Eric Blaine; Christina Haron

Presenters:

Eric Blaine; Christina Haron

Legal review (only if requested):

N/A

Elected official sponsor (if applicable):