



CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, August 20, 2025 at 9:00 am

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

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

Meeting ID: 981 7361 2010; Passcode: 033745

PUBLIC COMMENT

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. Approve changes to County's Natural Resources Advisory Committee Bylaws

DISCUSSION

2. Holiday Partnership Request for Use of Carey Foster Hall

Requester: Crook County Foundation

Presenters: Carol Benkosky / Steve Waring

3. Signature Request: IGA #6986 with Oregon DOC for Community Corrections Services (2025–2027 Budget Cycle)

Requester: Aaron Boyce

Crook County Sheriff's Office

4. PUBLIC HEARING: Republic Services Rate Increase for Solid Waste Franchise

Requester: Will Van Vactor

County Manager

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.

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

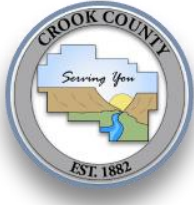
Please also note that this file does not contain any material scheduled to be discussed at an executive session, or material the access to which may be restricted under the terms of Oregon law.

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

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.

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):

Bylaws of Crook County Natural Resources Coordination Advisory Committee

Section 1. Purpose

The purpose of the Natural Resources Coordination Advisory Committee (hereto referred to as "Committee") is to advise the Crook County Court ("Court") and to assist the Coordinator of County Natural Resources ("Coordinator"), staff and technical consultants with recommendations regarding the coordinated management of federal and state lands that impact Crook County's sphere of influence and other natural resource issues throughout the County.

Section 2. Authority

The Committee is advisory to the Court, has no independent authority and cannot take action outside the scope of these bylaws.

Section 3. Member Qualifications

The Committee shall be comprised of no less than nine (9) and up to 11 (eleven) county residents appointed by the Court.

- A. All members shall be registered voters of Crook County;
- B. The purpose of membership is to assure that expertise is represented, not the agency. If agency personnel are asked to serve, the Court will communicate to the agency the value that the representation brings to the Committee and that the Court understands the representation of expertise does not imply any authority by the individual to make decisions or commitments for the agency.

As a whole, the Committee must have both knowledge of all the resource issues in the County and a working knowledge of the coordination process.

- D. Members should have demonstrated ability to work collaboratively with others of differing viewpoints and achieve good faith compromises.
- E. Members will be selected based on qualifications and ability to work collaboratively. It shall be the responsibility of the Court to ensure that the Committee has adequate geographic and resource interest representation.

Section 4. Committee operation is under the direct supervision of the Coordinator

Section 5. Term of Office & Recruitment of Members

- A. First term committee members shall serve until December 31, 2019. Beginning January 1, 2020, Court appointments to the Committee shall be for a term of four years. Members may also be removed by the Court as outlined in Section 6. Staggered terms will be assigned at first.
- B. In order to maintain the required diversity of expertise, vacancies on the Committee shall be

filled by Court appointees knowledgeable in those subject areas deemed essential by the Coordinator and the Committee to protect the broad-based interests of the County and its citizens. The Coordinator shall recruit members to fill those vacancies.

Section 6. Removal of Member

The County Court, by a two-thirds (2/3) affirmative vote, may remove a member from the Committee. Before removal is made, the Court will contact the member concerned to discuss the issue/situation. Reasons for removal include, but are not limited to, abandonment of duties, two (2) consecutive unexcused absences from noticed meetings, acting in a non-advisory manner, and violations of the provisions in Oregon Government Ethics law in ORS Chapter 244 and Oregon Public Meetings law in ORS 192.

Section 7. Compensation and Budget

The members of the Committee shall serve without compensation.

Section 8. Standard Operating Protocol

The Crook County Natural Resource Plan (County Order # 2017-74) is consistent with federal law. Nothing will be recommended to the Court that is inconsistent with the ordinance or "coordination" law as defined in Title 19, Chapter 19.02.010 through 19.02.080 and the Federal Land Policy and Management Act (FLPMA) of 1976.

- A. It is expected that the Committee will show respect for the coordinating agencies' limited time and resources while expecting reasonable response time to questions and issues.
- B. In the role of Advisory Board members, contact with federal or state land management agencies will be coordinated through the Coordinator.
- C. The Chair, in consultation with the Coordinator, will appoint an "executive review" committee, as needed, to deal with comment/meeting deadlines.

Section 9. Officers

- A. **Time of Election.** At the first organizational meeting, the members of the Committee shall elect the Chair and Vice-Chair from among their members. The Secretary shall be the County Natural Resource Coordinator, unless the County Court designates an alternative employee or consultant to perform the functions.
- B. **Term.** The Chair and Vice-Chair nominated and elected at the initial meeting of the Committee shall begin their terms of office immediately upon election. Thereafter, the officers shall be nominated and elected in February of each year, beginning with 2019 and shall serve until their successors are elected and assume office. If the office of Chair becomes vacant during the term, the Vice-Chair shall become Chair.

Vacancy in the office of Vice-Chair during the term shall be filled by election by the Committee to serve the remainder of the term.

- C. Duties of Chair and Vice Chair.** The Chair, or the Vice Chair in the absence of the Chair, shall act as the presiding officer of the Committee and in that capacity shall preserve order and decorum, decide questions of order subject to being overruled by a two-thirds (2/3) vote of those present and perform such other duties as are required by these Bylaws, the resolution(s) of the Crook County Court creating and/or modifying the composition and charge of the Committee, or by vote of the Committee. The Chair shall have all the rights and duties enjoyed by any other member of the Committee, including the right to make and second motions.

Section 10. Meetings

- A. Date and time of Meetings.** Regular monthly meetings of the Committee shall be held on the 2nd Wednesday of each month, starting at 1:00 p.m.
- B. Agendas.** The Crook County Court or designee shall prepare, post and otherwise give notice of the agenda and meeting location for each meeting in compliance with Oregon Public Meetings Law (ORS Chapter 192).

Section 11. Conduct of Meetings

- A. Order of Business.** The regular order of business of the Committee may be:
- (1) Call to order.
 - (2) Approval of the minutes of the previous meeting.
 - (3) Public comment.
 - (4) Consideration and action on Agenda Items.
 - (5) Public comment
 - (6) Adjournment.

In the event public comments exceed 15 minutes the Chair may continue public comment on to the end of the meeting if desired or limit the time of each speaker.

- B. Parliamentary Procedure.** Unless otherwise provided by these Bylaws or required by law, all proceedings before the Committee shall be conducted in accordance with and pursuant to the parliamentary procedure prescribed in the most recent addition of Robert's Rules of Order (*Robert's Rules of Order, Newly Revised, In Brief, 2012*) or the most current published and available edition of such work.
- C. Recording of Meetings.** Any meeting of the Committee, other than a closed session permitted under Oregon Public Meeting rules, may be recorded by any person.

- D. **Presentations.** Any person desiring to address the Committee shall be requested, when recognized by the Chair, to give his or her name and address to facilitate preparation of the minutes, although no persons shall be denied recognition or denied the opportunity to speak solely because they decline to state their names and addresses. The Chair may, in the interest of facilitating the business of the Committee, set in advance of the presentation of public input reasonable time limits for oral presentations. Persons may submit written comments in lieu of oral comments if the Chair determines that a reasonable opportunity for oral presentations has been provided, and in such a case, the matter may be continued to a later date to allow a reasonable time for such submittals to occur.
- E. **Recordation of Actions.** All official actions or decisions by the Committee shall be entered in the minutes of the Committee shall be drafted by the Committee Secretary who shall deliver the minutes to be maintained by the County Clerk. The vote tally on every question shall be recorded. When a roll call vote is used, the votes of each member of the Committee shall be recorded. Only written action minutes will be maintained. Electronic recordings may be made by the Secretary of each meeting of the Committee which shall be available to the public for inspection by request.
- F. **Committee Meeting Guidelines.**
- ☐ Everyone will participate fully in group discussions.
 - ☐ All ideas will be listened to carefully.
 - ☐ People and issues will be handled with respect and sincerity.
 - ☐ No one will personally attack another person.
 - ☐ All feedback must be phrased in a constructive manner and be aimed at helping the other person.
 - ☐ Everyone will use neutral body language and avoid things like finger-pointing, eye rolling, or sighing.
 - ☐ Instead of arguing personal points, we will listen to and acknowledge each other's ideas first.
 - ☐ Anyone can call a time out if he or she is confused about the topic or feels that the discussion is going off track.
 - ☐ No one will deliberately block the group from reaching a final solution by taking a position.
 - ☐ We'll take a systematic approach to resolving issues rather than just pushing personal points of view.
 - ☐ Use factual information, not speculation, when making decisions.

Section 12. Voting and Quorum

- A. **Roll Call Vote.** A roll call vote may be required for voting upon any motion of the Committee at the discretion of the Chair.
- B. **Inaudible Votes.** Any member present who does not vote in an audible voice shall be recorded as voting "aye". A member may abstain from voting only if the member has recused himself or herself from participating due to an actual conflict of interest as defined by Oregon Government Ethics law in ORS Chapter 244, in which case the member shall not participate in the discussion and action on the

item.

- C. **Number of Votes Required for Action.** No action or recommendation of the Committee shall be valid and binding unless a quorum is present and the action is approved. Whenever possible the Committee shall seek consensus. If matters arise that cannot be resolved by consensus, a Committee action or recommendation shall be obtained by a two-thirds vote of the Committee members actually present at the meeting. Each member shall have one vote. No votes may be cast by proxy. Tie votes shall be considered as denial of the motion.
- D. **Quorum.** A quorum for the transaction of business shall exist only as long as a majority of the Committee members are present. However, a quorum is not required to forward information to the County Court.
- E. **Voting Affected by Conflict of Interest.** As a general rule, Conflict of Interest does not apply to recommendations forwarded by the Committee. COI's can be challenged by the Committee with a 2/3 vote of quorum.

Section 13. Ad Hoc Subcommittees

The Chair may authorize the creation of ad hoc subcommittees from time to time to investigate, observe, review, or otherwise study and report back their observations and conclusions to the full Committee for possible further action. Membership to the subcommittee is not limited to Advisory Committee members but may also include addition residents of the County as defined in Section 3. These subcommittee members will be referred to as at-large and terms will be limited to sub-committee work.

A. When creating such ad hoc committees, the Chair shall specify the subject to be investigated and time to report, and shall appoint those Committee members and at-large members who will serve on the ad hoc subcommittee. The number of Committee members appointed to any particular ad hoc committee shall be less than the number of members required to constitute a quorum of the full Committee.

B. Upon presentation of its final report to the full Committee, each such ad hoc subcommittee shall cease to exist. "Ad Hoc committees can also be dissolved by a formal vote of the full committee during a regular committee meeting." Ad hoc subcommittees created pursuant to this subsection shall not be subject to the Oregon Public meeting law.

Section 14. Changes to the Bylaws

The provisions of these Bylaws may be altered, amended, or repealed by the Crook County Court.

Adopted: March 13, 2019
Amended: August 12, 2020

Signed:

Chair

Vice-Chair

APPROVED and SIGNED this 7th day of October 2020.

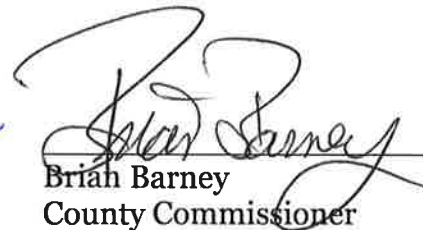
CROOK COUNTY COURT



Seth Crawford
County Judge



Jerry Brummer
County Commissioner



Brian Barney
County Commissioner

Bylaws of Crook County Natural Resources Coordination Advisory Committee

Section 1. Purpose

The purpose of the Natural Resources Coordination Advisory Committee (hereto referred to as "Committee") is to advise the Crook County Board of Commissioners ("Commission") and to assist the Coordinator of County Natural Resources ("Coordinator"), staff and technical consultants with recommendations regarding the coordinated management of federal and state lands that impact Crook County's sphere of influence and other natural resource issues throughout the County.

Section 2. Authority

The Committee is advisory to the Commission, has no independent authority and cannot take action outside the scope of these bylaws or as otherwise assigned or delegated by the Commission.

- Section 3. Member Qualifications

Unless modified by action of the Commission, the Committee shall be comprised of no less than nine (9) and up to 11 (eleven) county residents appointed by the Commission, and will meet the following requirements.

- A. All members shall be registered voters of Crook County;
- B. If a member of the Committee is a member or employee of a non-County public agency, the purpose of membership is to endeavor to assure that expertise is represented, not the agency itself. If agency personnel are asked to serve, the Commission will communicate to the agency the value that the representation brings to the Committee and that the Commission understands the representation of expertise does not imply any authority by the individual to make decisions or commitments for the agency.

As a whole, Committee members must have both a knowledge of the resource issues within the County and a working knowledge of the Federal Coordination process.

- C. Members should have demonstrated ability to work collaboratively with others of differing viewpoints and achieve good faith compromises.
- D. Members will be selected based on qualifications and ability to work collaboratively. It shall be the responsibility of the Commission to ensure that the Committee has adequate geographic and resource interest representation. The Commission may make available one (1) position on the Committee for an individual recommended by the City of Prineville, with such recommendation to be made in the manner that the City may select.

Section 4. The Natural Resource Coordinator will facilitate the operations of the Committee, as directed by the Commission.

Section 5. Term of Office & Recruitment of Members

- A. First term committee members shall serve until December 31, 2019. Beginning January 1, 2020, and thereafter, Commission appointments to the Committee shall be for a term of four years. Members may also be removed by the Commission as outlined in Section 6. Members can be reappointed at the end of their term.
- B. In order to maintain a beneficial diversity of expertise, vacancies on the Committee shall be filled by Commission appointees knowledgeable in subject areas deemed important to protect the broad-based interests of the County and its citizens. The County will utilize such processes to fill vacancies as they occur.

Section 6. Removal of Member

The County Commission, by an affirmative vote, may remove a member from the Committee. Before removal is made, the Commission will contact the member concerned to discuss the issue/situation. Reasons for removal may include, but are not limited to, abandonment of duties, two (2) consecutive unexcused absences from noticed meetings, acting in a non-advisory manner, non-compliance with these Committee Bylaws, and violations of the provisions in Oregon Government Ethics law in ORS Chapter 244 and/or Oregon Public Meetings law in ORS 192.

Section 7. Compensation and Budget

The members of the Committee shall serve without compensation.

Section 8. Standard Operating Protocol

The Crook County Natural Resource Plan (County Order # 2017-74) is consistent with federal law. Nothing will be recommended to the Commission that is inconsistent with the Order 2017-74, as it may be amended, revised, or superseded from time to time, or any "coordination" laws as defined in Title 19, Chapter 19.02.010 through 19.02.080 and the Federal Land Policy and Management Act (FLPMA) of 1976.

- A. It is expected that the Committee will show respect for the Coordinating agencies' limited time and resources while expecting reasonable response time to questions and issues.
- B. In the role of Committee members, contact with federal or state land management agencies will be coordinated through the Coordinator.
- C. The Chair, in consultation with the Coordinator, may appoint an "executive review" committee, as needed, to deal with comment/meeting deadlines.
- D. In the event that Order 2017-74, or the coordination laws cited above, are superseded by a new order or citations, the Coordinator is authorized to amend the reference in this Section 8 to reflect the new order or citations. Such revisions are automatically incorporated into these Bylaws without the need for further adoption by the Committee or the Commission.

Section 9. Officers

- A. Time of Election.** At the first organizational meeting, the members of the Committee shall elect the Chair and Vice-Chair from among their members. The Secretary shall be the County Natural Resource Coordinator, unless the Commission designates an alternative individual to perform the functions.
- B. Term.** The Chair and Vice-Chair nominated and elected at the initial meeting of the Committee shall begin their terms of office immediately upon election. Thereafter, the officers shall be nominated and elected annually in February of each year, beginning with 2019 and shall serve until their successors are elected and assume office. If the office of Chair becomes vacant during the term, the Vice-Chair shall become Chair. Vacancy in the office of Vice-Chair during the term shall be filled by election by the Committee to serve the remainder of the term.
- C. Duties of Chair and Vice Chair.** The Chair, or the Vice Chair in the absence of the Chair, shall act as the presiding officer of the Committee and in that capacity shall preserve order and decorum, decide procedural questions of order subject to being overruled by a two-thirds (2/3) vote of those present and perform such other duties as are required by these Bylaws, the resolution(s) and orders of the Commission, or by vote of the Committee. The Chair and Vice Chair each shall have all the rights and duties enjoyed by any other member of the Committee, including the right to make and second motions.

Section 10. Meetings

- A. Date and time of Meetings.** Regular monthly meetings of the Committee shall be held on the 2nd Wednesday of each month, starting at 1:00 p.m.
- B. Agendas.** The Crook County Commission or designee shall prepare, post and otherwise give notice of the agenda and meeting location for each meeting in compliance with Oregon Public Meetings Law (ORS Chapter 192).
- C. Special or Emergency Meetings.** The Committee may schedule such special or emergency meetings, or reschedule any regular meetings, as the Committee deems necessary or useful.

Section 11. Conduct of Meetings

- A. Order of Business.** The regular order of business of the Committee may be:
- (1) Call to order.
 - (2) Approval of the minutes of the previous meeting.
 - (3) Public comment.
 - (4) Consideration and action on Agenda Items.
 - (5) Public comment

(6) Adjournment.

In the event public comments exceed or the Chair anticipates them exceeding 15 minutes, the Chair may continue public comment to the end of the meeting for a set period of time, if desired, or limit the time of each speaker. The Chair may remind and encourage the public that the Committee accepts written comments as well.

- B. **Parliamentary Procedure.** Unless otherwise provided by these Bylaws or required by law, all proceedings before the Committee shall be conducted in accordance with and pursuant to the parliamentary procedure prescribed in the most recent addition of Robert's Rules of Order (*Robert's Rules of Order, Newly Revised, In Brief, 2012*) or the most current published and available edition of such work.
- C. **Recording of Meetings.** Any meeting of the Committee, other than a closed session permitted under Oregon Public Meeting rules, may be recorded by any person.
- D. **Presentations.** Any person desiring to address the Committee shall be requested, when recognized by the Chair, to give his or her name and address to facilitate preparation of the minutes, although no persons shall be denied recognition or denied the opportunity to speak solely because they decline to state their names and addresses. The Chair may, in the interest of facilitating the business of the Committee, set in advance of the presentation of public input reasonable time limits for oral presentations. Persons may submit written comments in lieu of oral comments if the Chair determines that a reasonable opportunity for oral presentations has been provided, and in such a case, the matter may be continued to a later date to allow a reasonable time for such submittals to occur.
- E. **Recordation of Actions.** All official actions or decisions by the Committee shall be entered in the minutes of the Committee. The Committee Secretary shall draft written minutes and obtain final approval by the Committee. The Secretary shall maintain such records in accordance with operative law.

The vote tally on every question shall be recorded. When a roll call vote is used, the votes of each member of the Committee shall be recorded. Written minutes or video or audio recordings of the meetings will be composed and maintained.

- F. **Committee Meeting Rules.**
 - ☐ Everyone will participate fully in group discussions.
 - ☐ All ideas will be listened to carefully.
 - ☐ People and issues will be handled with respect and sincerity.
 - ☐ No one will personally attack another person.
 - ☐ All feedback must be phrased in a constructive manner and be aimed at helping the other person.
 - ☐ Everyone will use neutral body language and avoid things like finger-pointing, eye rolling, or sighing.
 - ☐ Instead of arguing personal points, we will listen to and acknowledge each other's ideas first.

- ☐ Anyone can call a time out if he or she is confused about the topic or feels that the discussion is going off track.
- ☐ No one will deliberately block the group from reaching a final solution by taking a position.
- ☐ We'll take a systematic approach to resolving issues rather than just pushing personal points of view.
- ☐ Use factual information, not speculation, when making decisions.

Section 12. Voting and Quorum

- A. **Roll Call Vote.** A roll call vote will be conducted and recorded in the minutes of the meeting.

- B. **Inaudible Votes/Recusal/Abstention.** Committee members shall vote in an audible voice so it can be recorded. Any member present who does not vote in an audible voice will not be counted or recorded. A member may abstain from voting only if the member has recused himself or herself from participating due to an actual or potential conflict of interest as defined by Oregon Government Ethics law in ORS Chapter 244, or circumstances wherein the member believes he or she may be subject to bias in the outcome of the vote. In such cases the member shall not participate in the discussion and action on the item, and will declare the conflict or bias on the record.

- C. **Number of Votes Required for Action.** No action or recommendation of the Committee shall be valid and binding unless a quorum is present and the action is approved. Whenever possible the Committee shall seek consensus. If matters arise that cannot be resolved by consensus, a Committee action or recommendation shall be obtained by a two-thirds vote of the Committee members actually present at the meeting. Each member shall have one vote. Voting may not be conducted by proxy. Votes which do not result in two-thirds approval shall be considered as denial of the motion.

- D. **Quorum.** A quorum for the transaction of business shall exist only as long as a majority of the Committee members are present. However, any member may forward on to the Commission such information as that member believes may be helpful, so long as the member makes clear that he or she is not representing the Committee.

Section 13. Ad Hoc Subcommittees

The Chair may authorize the creation of ad hoc subcommittees from time to time to investigate, observe, review, or otherwise study and report back their observations and conclusions to the full Committee for possible further action. Membership to the subcommittee is not limited to Advisory Committee members but may also include addition residents of the County as defined in Section 3. These subcommittee members will be referred to as at-large and terms will be limited to sub-committee work.

- A. When creating such ad hoc committees, the Chair shall specify the subject to

be investigated and time to report, and shall appoint those Committee members and at-large members who will serve on the ad hoc subcommittee. The number of Committee members appointed to any particular ad hoc committee shall be less than the number of members required to constitute a quorum of the full Committee.

B. Upon presentation of its final report to the full Committee, each such ad hoc subcommittee shall be dissolved. Ad Hoc committees can also be dissolved by a formal vote of the full committee during a regular committee meeting. Ad hoc subcommittees created pursuant to this subsection may be subject to the Oregon public meetings law.

Section 14. Changes to the Bylaws

The provisions of these Bylaws may be altered, amended, or repealed by the Crook County Commission.

Adopted: March 13, 2019
Amended: August 12, 2020
Amended: August 20, 2025

Signed:

Chair

Vice-Chair

Approved by the 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:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):



Request to place business before the Crook County Board of Commissioners

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

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

Please return this form to Crook County Administration Office via

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

Your name: _____ Date of Request: _____
Email: _____ Phone: _____
Address (optional): _____

1. What is the date of the Board meeting you would like to appear at? _____
2. Describe the matter to be placed before the Board: _____

3. What action are you requesting that the Board take? _____

4. What is the cost involved with your request, if applicable? _____

5. Have you asked the County for a fee waiver before? If yes, when? _____
6. Please estimate the time required for your presentation.
☐ 5 minutes ☐ 10 minutes ☐ 15 minutes ☐ other _____ minutes
7. Are you (or will you be) represented by legal counsel?
Yes (please name your attorney) _____
No, I am not currently represented. **(Note: it is your obligation to advise the Board if at anytime you retain legal counsel to assist you in this matter.)**
8. If you have a physical disability and require an accommodation, please specify your need: _____

Administrative Section

Date Received: _____

Date Reviewed by Board: _____

FY Budget: _____

County Board: Approved/Denied

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):

**INTERGOVERNMENTAL AGREEMENT #6986
BETWEEN THE STATE OF OREGON AND CROOK COUNTY**

This Intergovernmental #6986 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Crook County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision";

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.593 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for adults on supervision.
- H. Adult on Supervision (AOS): Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to adult on supervision violations of conditions of supervision that uses custody units.

- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520, ORS 423.530 and 423.535.

B. Duration

This Agreement will become effective on **July 1, 2025** and will remain in effect until **June 30, 2027** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to adults on supervision sentenced or convicted of felonies, designated drug-related misdemeanors, or designated person misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
 - 1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for adults on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for adults on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for adults on supervision.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community
 - a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.
 - b. Indicator: the percentage of community service hours provided by adults on supervision.

- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.
- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
1. Network Information System Access and Security, OAR 291-005-0005 through 291-005-0075.
 2. Transfer (Community Corrections), OAR 291-019-0100 through OAR 291-019-0225.
 3. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 4. Pre-sentence Reports, OAR 291-038-0005 through 291-038-0050.
 5. Structured, Intermediate Sanctions, OAR 291-058-0010 through OAR 291-058-0070.
 6. Short-term Transitional Leaves, Emergency Leaves, and Supervised Trips, OAR 291-063-0100 through 291-063-1040.
 7. Records Management (AIC and Offender), OAR 291-070-0100 through OAR 291-070-0140.
 8. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 9. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 10. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 11. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 12. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 13. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 14. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 15. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 16. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.
 17. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.
 18. Sex Offender Notification Levels, OAR Chapter 255, Division 85

19. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
 20. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.
- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep current information on adults on supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.

- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation adults on supervision that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the committee described in ORS 423.150 and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to, details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.
- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure

this access; however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.

- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for adults on parole, under post-prison supervision, and on probation that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and this fully executed Agreement must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and the executed Agreement, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of each of the following dates; 7/1/25, 10/1/25, 1/1/26, 4/1/26, 7/1/26, 10/1/26, 1/1/27, and 4/1/27.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
 2. This Agreement has not been terminated; and
 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees collected by COUNTY pursuant to ORS 423.570 and its administrative rules will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.
- J. Funding for Sexually Violent Dangerous Offenders: After receipt and review of an invoice from the COUNTY, DEPARTMENT will reimburse COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of adults on supervision designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-

Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such adults on supervision.

- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall biennially review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

IX INDEMNIFICATION COUNTY shall comply with the contribution, ADR, subcontractor indemnity and subcontractor insurance requirements set forth in Exhibit C.

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without

effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.

- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
 - 1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 - 2. The responsibility for supervision of and provision of correctional services to misdemeanor offenders does not revert to DEPARTMENT under any circumstances except those of adults on supervision convicted of designated drug-related misdemeanors or designated person misdemeanors.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made applicable to this Agreement and incorporated herein by this reference. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126.

COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

XII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than six (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XV WAIVER

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

XVI EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVII MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, whether verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

CROOK COUNTY
BOARD OF COMMISSIONERS

Eric McDowell, Contracts Officer

Chair

Date

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Nina Englander per email dated 5/19/2025
Assistant Attorney General

EXHIBIT A
BUDGET SUMMARY
CROOK COUNTY
(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)

EXHIBIT B

CROOK COUNTY

NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.311 through 192.478 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
INDEMNIFICATION
CROOK COUNTY**

Contribution

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 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either 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 paragraph and 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department 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 the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the 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. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the 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 the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department 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. The 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.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and the Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



AGENDA ITEM REQUEST

Date:

08/12/2025

Meeting date desired:

08/20/2025

Subject:

Republic Services Rate Increase for Solid Waste Franchise

Background and policy implications:

Republic Services, the County's franchised waste hauler, requested a 10% rate increase, submitting supporting financials and cost-justification to the Board per County Ordinance 161. The materials include actual and projected financials and key cost drivers, including labor, insurance, and operational increases that outpace regional CPI inputs.

On July 2, 2025, the Board and Republic discussed (1) the appropriate rate increase, (2) whether the County would offset or delay its own tipping fee increases, and (3) the importance of limiting rate impacts to customers. The Board maintains discretion under the existing franchise agreement to adjust proposed rates consistent with local circumstances and public interest.

Budget/fiscal impacts:

The recommended 2.5% rate increase has a small impact to the Crook County budget. The one-time rate increase attempts to limit financial impact on residents and small businesses and minimizes administrative work on County staff related to subsequent rate changes during this fiscal year.

The potential credit to Republic, may reduce revenue at the Landfill for approximately \$50,000 this fiscal year, if it is approved by the Board.

Requested by:

Will VanVactor, County Manager

will.vanvactor@crookcountyor.gov, phone 541-447-6555

Presenters:

Will Van Vactor

Legal review (only if requested):

MEMORANDUM



TO: Crook County Board of Commissioners

FROM: Will Van Vactor, County Manager

DATE: August 11, 2025

RE: Republic Services Rate Increase for Solid Waste Franchise

1) RECOMMENDATION

Approve a 2.5% increase to Republic Services' (Republic) solid waste franchise rates, effective October 1, 2025, with no additional increases allowed during the remainder of this fiscal year.

2) ADDITIONAL CONSIDERATION

The Board may also consider authorizing County staff to credit Republic Services for any increased County tipping fees incurred from July 1, 2025, through September 30, 2025, based on Republic's submitted monthly tonnage reports for the months of July, August, and September.

3) BACKGROUND AND CONTEXT

Republic, the County's franchised waste hauler, requested a 10% rate increase. As required by its franchise agreement (County Ordinance 161), Republic submitted financial and cost-justification information to the Board for its consideration of the requested increase. The materials include actual and projected financials and key cost drivers, including labor, insurance, and operational increases that outpace regional CPI inputs.

On July 2, 2025, the Board and Republic discussed (1) the appropriate rate increase, (2) whether the County would offset or delay its own tipping fee increases, and (3) the importance of limiting rate impacts to customers. The Board maintains discretion under the existing franchise agreement to approve proposed rates based on multiple factors, including local circumstances and the public interest.

4) ANALYSIS AND SUPPORTING RATIONALE

- **Regional Comparison/Rate Moderation**

A 2.5% increase is lower than increases approved elsewhere in the region in 2025, ensuring a reasonable rate increase for customers in Crook County. This proposal recognizes operational cost pressures while prioritizing local affordability and measured margin support for the franchisee, which will allow Republic to provide efficient services. It also is responsive to ongoing performance concerns.

- **Protecting County and Ratepayer Interests**

A one-time 2.5% increase limits financial impact on residents and small businesses and minimizes administrative work related to extra rate changes, fee re-calculation, and customer messaging, addressing concerns about “rate fatigue”. This rate increase also reflects ongoing board and public concern regarding performance of the franchisee.

- **Margin Protection for Franchisee**

This approach supports Republic’s ability to absorb expense growth, maintain operations, and limit erosion of net margin. Even at 2.5%, this rate increase preserves an operational margin that allows Republic to operate in an efficient manner.

- **Alignment with County Ordinance and Board Discretion**

Ordinance 161 grants the Board clear authority to review, approve, modify, or deny franchise rate requests at public hearing, subject to review of substantiating information and the interests of the County.

5) POTENTIAL CREDIT

On July 1, 2025, new tipping fees were implemented at the Landfill. These new fees increase Republic’s operating costs. Since any new rate increase cannot be effective until October 1, 2025, the County can elect to provide Republic with monthly credit for the increased tipping fees imposed from July 1, 2025, through September 30, 2025. This credit will be calculated using Republic’s monthly tonnage report (not individual load tickets), which minimizes staff workload, maintains transparent accounting, and directly addresses the franchisee’s concerns about new local cost pressures during this transition period.

Of note, doing so will negatively impact the Crook County Landfill’s projected revenue for Fiscal Year 2026, as those projections are based on increased tipping fees starting July 1, 2025. Preliminary estimates indicate that a credit to Republic for July, August, and September would be close to \$50,000.

That said, by crediting Republic for the increased tipping fees, the County demonstrates it is “sharing the load” with the franchise operator, responding directly to prior Board and franchisee discussion, while also establishing final rates reasonably based on Republic’s cost of service in a manner that allows it to provide efficient services and minimizing direct impact to the ratepayers.

6) CONCLUSION

For the reasons stated above, a 2.5% franchise rate increase, with no additional increases for the remainder of 2025 is fair to Republic Services, prudent for Crook County, and minimally disruptive to ratepayers and County staff. This package maintains affordable customer rates, recognizes franchise operating realities, and reflects responsible public sector partnership in service delivery oversight.



Seth Crawford
County Commissioner
203 NE Court Street
Prineville, OR 97754

Dear Mr. Crawford,

Please find enclosed Republic Services' 2024 annual financial information and projected information for 2025.

Detailed information can be reviewed in the attached financial information. Significant line items on the revenue and expense lines are noted below.

Revenue:

In 2024, collection revenue increased by \$256,187 or 10.7% compared to 2023 due to growth in Commercial and Residential revenues. Franchise Revenue increased as a result of a half of a year's carryover from 2023's rate increase which was at an impact of 5%, and half of a year's 2024 rate increase which was at an impact of 4%.

Expenses:

Overall, expenses increased by \$296,253 or 13.8% due to growth in revenue along with other impacts. Below are details highlighting the significant increases by category.

2024 increases compared to 2023 by category:

Labor Costs increased by \$214,984 or 22.8% due to annual merit wage increases. This line item includes the centralized call center expense; Disposal cost increase by \$12,403 or 3.1% as a result of an increase in volume along with gate rate price per ton increases at the landfill; Insurance increased by \$71,834 or 84.1% as a result of an increase in claims costs relating to injuries and accidents; Franchise fees increased by \$7,382 or 10.3% as a result of an increase in revenue; Rent expense increased by \$8,053 or 8.5% as a result of an increase with property value; Utilities and telephone increased by \$8,053 or 41.3% as a result of an increase to our utilities expenses passed-through by the utility companies; Advertising increased by \$6,496 or 98.4% as a result of an increase in communications sent to residents and community members related to OTR requirements; and, Miscellaneous cost increase of \$11,073 or 11.3% which includes items such as safety equipment and training, frontline employee physicals, IT systems, accounting systems, environmental responsibility costs, sustainability initiatives, area and corporate management support, system expenses, and legal support.

In 2024, Net Income was at \$163,320 with a margin of 6.1%.

Please be advised, Republic Services will be requested a rate increase of 10% effective July 1, 2025.

Our 2025 projection is built on the assumption of a 10% rate increase. With a 10% rate increase we anticipate Revenue to increase by \$302,322 or 10.2%. This includes a 2% volume growth factor added.

With expenses, we anticipate the increase to be at \$181,137 or 6.9%. In our projection, we increased expenses at CPI W/S/T index of 5.23%; however, there are some expense categories that will increase at a higher rate. Those expenses include: Disposal costs are expected to increase by \$68,353 or 14.2%. This is a result of volume growth projections and gate rate increase. Office Expenditures is expected to increase by 3,197 or 14.2%. This accounts for the cost to operate a Republic Services website for Prineville and Crook County residents; Franchise Fees are expected to increase by \$9,335 or 10.6% as a result of expected revenue growth. Rent expense is expected to increase by \$4,555 or 7% to account for the increase in property value.

In 2025, we anticipate Net Income to be at \$260,097 with a margin of 8.79%.

We believe the price increase is necessary to cover these costs and maintain the quality and sustainability of our franchise operations within the jurisdiction. We understand the price increases can be challenging for the franchise and our customers; however, we believe the increase is necessary to ensure the long-term viability of our operations. We remain committed to providing our customers with high-quality services while working hard to manage costs.

Thank you for your consideration of our request. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Erica Haitsma
Republic Services - General Manager

CROOK COUNTY
STATEMENT OF SOLID WASTE FRANCHISE OPERATIONS
AS REQUIRED BY COUNTY ORDINANCE 161

Republic Services (Prineville Disposal)	Actual 2024
REVENUE FROM OPERATIONS:	
Commercial	\$ 610,944
Residential	\$ 2,043,648
Commercial Fiber Sales	\$ 1,081
Other	\$ -
Total Franchise Revenues	\$ 2,655,673
OPERATING EXPENSES:	
Labor Costs:	1,158,418
Wages - Others	\$ 893,341
Payroll Taxes/Pension	\$ 109,964
Health Insurance	\$ 155,113
Disposal Fees	\$ 412,749
Office Expenditures	\$ 13,321
Fuel and Oil	\$ 126,710
Interest Expense - Equipment	\$ -
Insurance	\$ 157,227
Franchise Fees	\$ 79,029
Licenses and Permits	\$ 18,527
Professional Fees (Legal and Others)	\$ -
Property Taxes - Equipment	\$ 4,131
Repairs and Maintenance	\$ 18,933
Rent Expense	\$ 60,734
Utilities and Telephone	\$ 27,541
Depreciation	\$ 138,017
Other:	
Advertising	\$ 13,096
Auto and Vehicle Expense	\$ 84,424
Bad Debts	\$ (273)
Business Meals and Travel	\$ 15,818
Contributions	\$ 6,138
Dues and Subscriptions	\$ 2,323
Miscellaneous	\$ 109,009
Recycling - Direct Cost	\$ 1,750
Total Operating Expenses	\$ 2,447,622
Income Taxes	\$ 44,731
NET INCOME	\$ 163,320

**CROOK COUNTY
STATEMENT OF SOLID WASTE FRANCHISE OPERATIONS
AS REQUIRED BY COUNTY ORDINANCE 161**

Republic Services (Prineville Disposal)	Projection 2025
REVENUE FROM OPERATIONS:	
Commercial	\$ 680,494
Residential	\$ 2,276,297
Commercial Fiber Sales	\$ 1,204
Other	\$ -
Total Franchise Revenues	2,957,995
OPERATING EXPENSES:	
Labor Costs:	
Wages - Others	\$ 941,497
Payroll Taxes/Pension	\$ 109,961
Health Insurance	\$ 162,049
Disposal Fees	\$ 481,102
Office Expenditures	\$ 16,518
Fuel and Oil	\$ 135,674
Interest Expense - Equipment	\$ -
Insurance	\$ 163,517
Franchise Fees	\$ 88,364
Licenses and Permits	\$ 19,496
Professional Fees (Legal and Others)	\$ -
Property Taxes - Equipment	\$ 4,347
Repairs and Maintenance	\$ 20,330
Rent Expense	\$ 65,289
Utilities and Telephone	\$ 29,445
Depreciation	\$ 145,235
Other:	
Advertising	\$ 13,780
Auto and Vehicle Expense	\$ 90,314
Bad Debts	\$ (287)
Business Meals and Travel	\$ 16,645
Contributions	\$ 6,459
Dues and Subscriptions	\$ 2,445
Miscellaneous	\$ 114,719
Recycling - Direct Cost	\$ 1,861
Total Operating Expenses	\$ 2,628,759
Income Taxes	\$ 69,140
NET INCOME	\$ 260,097



Rate Request

Prepared Crook County, Oregon



Financials

Republic Services is seeking a 10-percent increase to rates effective August 1, 2025.
2025 projections assume a 10-percent increase to rates.

2024 ACTUAL REVENUE	2024 NET INCOME
\$2,655,673	\$163,320
2025 PROJECTED REVENUE	2025 PROJECTED NET INCOME
\$2,957,995	\$260,097

2024 MARGIN	2025 MARGIN
6.1-percent	8.79-percent

Financials

Key Expense Categories

From 2023 to 2024, expenses (actuals) increased by 13.8-percent. Increases were primarily driven by labor (22.8-percent increase) and Insurance (84.1-percent increase) costs.

2025 projections are built on projected expense increases of 5.23-percent, except in the following expense categories (which are projected to increase at a higher rate):

- Disposal – 14.2-percent projected increase
- Franchise Fees – 10.6-percent projected increase
- Rent – 7-percent increase
- Office Expenditures – 14.2-percent projected increase

CATEGORY	2023	2024	2025 PROJECTED
LABOR	\$943,434	\$1,158,418	\$1,213,507
DISPOSAL	\$400,346	\$412,749	\$481,102
FUEL and OIL	\$133,177	\$126,710	\$135,674
FRANCHISE FEES	\$71,647	\$79,029	\$88,364
INSURANCE	\$85,393	\$157,227	\$163,517
REPAIRS, MAINTENANCE	\$23,603	\$18,933	\$20,330
RENT	\$57,972	\$60,734	\$65,289
DEPRECIATION	\$153,649	\$138,017	\$145,235

Key Customer Service Tools

- The Republic Services Office located at 1751 N Main St. B Prineville, OR 97754 has been reopened to the public. The office is open 5 days per week from 8 AM to 4 PM. On average, 10 customers walk into the office each week.
- Dedicated Prineville Webpage: www.republicservices.com/centraloregon
- Proactive customer communications:
 - Text and call alerts related to service changes
 - Email, mail and bill inserts: minimum of 5 planned for 2025, including distribution of customer calendars and new recycle guides.
- Outreach to key constituencies: senior groups, Kiwanis, Rotary, chamber of commerce
- CRC engagement and alignment partnership meetings (Weekly)

Priority Focuses for Spring/Summer 2025

- MPU Root Cause
- Staffing and safety
- Downtown Prineville Trash Management
- Implementation of Recycling Modernization Act Changes
 - Funding/reimbursement
 - New curbside list
 - Service expansion (County)
 - Depot change implementation
- Mattress Recycling Program
- Hard to Recycle Items
- Rate Sheet Standardization
- Long term disposal and diversion planning with City and County
- Implementation of Senior Discount
- CRC systems integration: Salesforce and pod expansion

Thank you!

- Erica Haitsma, General Manager, Republic Services – elindberg@republicservices.com
- Courtney Voss, Municipal Manager, Republic Services – cvoss@republicservices.com / 215-909-0267
- Cheyenne Beauchamp, Contract Administrator, Republic Services - cbeauchamp@republicservices.com
- Meghan McCardell, Operations Supervisor, Republic Services – mmccardell@republicservices.com / 541-639-5951