

NOTICE AND DISCLAIMER

The Crook County Court 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 Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled regular meeting.

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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.

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CROOK COUNTY COURT AGENDA
WEDNESDAY, April 1, 2020
COUNTY MEETING ROOM
320 NE COURT STREET
PRINEVILLE, OR
9:00 A.M.

CONSENT AGENDA

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

1. Approve Minutes of February 2, 2020 Regular Meeting of the Crook County Court
2. Approve Pauly Rogers Audit Engagement Letter for the Annual Crook County Audit for FYE June 30, 2020
3. Approve Amendment 5 to School Based Health Center Contract with Mosaic Medical
4. Approve Pavement Management and Digital Imaging Letter Agreements (2) with Capitol Asset & Pavement Services
5. Approve Multi-County All Roads Transportation Safety (ARTS) Agreement #33640 with ODOT

SCHEDULED APPEARANCES

6. Proclaiming April 2020 as Child Abuse Prevention Month; April Events Update and Local Collaboration
Requester: Terra Tyger of KIDS Center (10 Minutes)
7. Request for Lottery Funds of \$5,500 for Facility Use at Fairgrounds for High School Rodeo Club Meet and High School Rodeo Finals scheduled for May 1-3, 2020 and June 20-13, 2020 – (approximately 550 people attend each event)
Requester: Oregon High School Rodeo Association via Casey Daly (10 Minutes)

DISCUSSION

8. Consideration of Revised Price Quote for Library Van Purchase
Requester: Buzzy Nielsen (5 Minutes)
9. Consideration of Order 2020-22 re Extension of Emergency Declaration to June 11, 2020
Requester: Eric Blaine (20 Minutes)
10. Discussion of 6th Amendment to IGA 159807
Requester: Eric Blaine (5 Minutes)
11. *Public Hearing* – FIRST READING of Ordinance No. 319 Replacing Chapter 8.12 of the Crook County Code re Public Burning
Requester: John Eisler (10 Minutes)

EXECUTIVE SESSION

NONE SCHEDULED

Additional items may be discussed that arise too late to be included as 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.

BE IT REMEMBERED THAT the Crook County Court met in a regularly scheduled meeting on February 5, 2020 at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754. In attendance were: County Judge Seth Crawford; County Commissioner Jerry Brummer; County Counsel Eric Blaine; Assistant County Counsel John Eisler and County Court Secretary Colleen Ferguson. Commissioner Barney was unable to attend today's Court meeting.

Members of the public signing the attendance log: Jeffrey Helman, Bend; Michael Cofer, Bend; Bonnie Allen, Prineville; Lindsay Helman, Bend; Vicky Ryan, Crook County Health Department (CCHD); Linda Cofer, Bend; Greg Cofer, Bend; Gail Merritt, Christmas in the Pines (CIP); San Flynn, CIP; Sarah Williver, Bend; Casey Daly, Manager, Crook County Fairgrounds; Jen O'Shea, Powell Butte Community Charter School; Sheriff John Gautney, CCSO; Javier Sanchez, CCSO; Lucinda Hollis, Powell Butte Community Charter School; Brett Lind, CCSO; Capri Edington, CCSO; Jennifer Edington, Lyons; Roger Edington, Lyons; Wyatt Edington, Lyons; Tish Plasterer, CCSO; Chris Beard, CCSO; Scott Cooper, NeighborImpact; Randy Davis, County Building Official; and Terry Weitman, Building Department. The media was provided public notice of the meeting.

Judge Crawford called the meeting to order and asked County Undersheriff James Savage to lead the Pledge of Allegiance.

Connie Allen, Eastside Church, offered the morning prayer.

CONSENT AGENDA:

1. **Approve minutes of February 20, 2019, Regular meeting of the Crook County Court**
2. **Approve Order 2020-05, Appointments to Boards and committees**
3. **Approve Amendment #5 to CMHP Funding Agreement #159162**
4. **Approve Amendment #4 to PacificSource CCO/CMHP Agreement**
5. **Approve Intergovernmental Agreement with Central Oregon Public Works Partnership for Equipment and Services**
6. **Approve extension to Professional Services Contract with G. Friesen re: Landfill Site Development Plan**
7. **Approve Tobacco Cessation MOU 2020-007 with Deschutes County**
8. **Approve extension with Quality Heating for HVAC repair/Maintenance at Extension Office**
- 9.

The Court reviewed the Consent Agenda. There were no changes.

Motion:

Commissioner Brummer moved and Judge Crawford seconded to approve the Consent Agenda as presented. Vote was 2-0, motion carried.

SHERIFF'S SWEARING IN CEREMONY:

Sheriff Gautney presented: congratulations to Javier Sanchez on his promotion from Deputy to Criminal Detective; Deputy Eric Sundquist, Sheriff's BOR Deputy, now hired on as Corrections Deputy; Crook County Sheriff's Office Corrections Technician Capri Edington now hiring on as Parole and Probation Deputy; Chris Overman, Deschutes County Sheriff's Office Corrections Technician taking on a sworn position at Crook County as Parole and Probation Deputy; and Michael "Mac" Cofer to Reserve Deputy and Jeff Helman, to Reserve Deputy. Mr. Cofer and Mr. Helman have graduated from the Central Oregon Reserve academy and are volunteer, working as force multipliers for the Crook County Deputies.

PRESENTATION OF HOLIDAY PARTNERSHIP 2019:

Vicky Ryan, Director of Emergency Preparedness, and appearing today as Project Coordinator for Holiday Partnership presented an overview of the project that has been in operation for 14 years, working with 2600 prequalified individual households, and provided 1600 people with Christmas gifts and Christmas food boxes. The project takes over the Carey Foster Hall, and the Clover Building at the Fairgrounds. This year, 608 children age 17 and below and 334 senior and disabled persons were able to enjoy a Christmas by way of the donations of the public and the hundreds of volunteers working together to make this a successful program. There was a bike for every child asking; 120 bikes. Food boxes were filled with donations from the public and NeighborImpact; no tag on the gift trees sprinkled though out the community went unfilled, and the Toys for Tots Marine project brought in many toys and food. A donation overwhelmed the project workers with toys and cash from the Fortis 2019 organization made up of several businesses. Donations of 700 toys, 10 wagons filled with toys and \$10,000 made it possible for each child to receive three gifts this year. All purchases were made locally. Ms. Ryan presented a very full PowerPoint that explained the processes of the operation. She provided photos of the program as it progressed, the food box process, and the many volunteers and supporters of the project. Ms. Ryan said "It does indeed take a village." Thanks were provided for the many donation drop off areas, the many organizations, schools and churches donating as well as Central Oregon non-profits. This was a very explanatory presentation of the program, and the County thanks all the volunteers, County partners and businesses that work together to make this such a success. When this program is completed for the year, four Fairgrounds buildings have been emptied.

SUCCESS OF "CHRISTMAS IN THE PINES" PRESENTATION:

Gail Merritt and Stanley Flynn, the dreamers, the creators and the hard working volunteers of the Christmas in the Pines event held during the Thanksgiving to Christmas holidays came to visit with the Court today to provide the success story of this year's 2019 event. Debbie Smith, a former dedicated volunteer to the Fairgrounds started with this idea 6 years ago. She dreamed up, made and decorated many pieces and displays for the event. One of the displays was donated by classmates of Larry Smith. Mr. Smith was a huge contributor and volunteer of the Fairgrounds and all its programs. This program is put on and hosted by an all-volunteer service with work starting in April and then starting again in April. Entry for the program is non-perishable food, cash, and donations for the Humane Society. This year, 1000 pounds of food went to the Holiday Partnership, \$1,600 to Best Care and 250 pounds to the Humane Society of the Ochocos. There were 66 volunteers that put in over 3000 hours to set up, man the event and tear down. It is a team effort and takes of lot of hours and effort. Mr. Flynn thanked the Court and County for the help with the donation of electrical funds that made it possible to have the event's lighting updated to be turned on and off in areas with a switch instead of many, many extension cords. Thank you to the Fairgrounds manager and staff, thank you to the Kiwanis for all their help tearing down the event, and thank you to all the volunteers that gave of their time.

Ms. Merritt provided an update on the attendees that attended this year for the first time and had not been aware of the event. They were surprised to find the light show event this year as they happened to drive by or saw the lights of the event as they drove down the grade into town.

REQUEST FOR FEE WAIVER FOR USE OF CAREY FOSTER HALL/ POWELL BUTTE COMMUNITY CHARTER SCHOOL'S SADDLE UP CASINO FUND RAISING NIGHT

Lucinda Hollis, School Parent Volunteer and Powell Butte Charter School Principal Jen O'Shea, presented a request for the waiver of rental fees for the use of the Carey Foster Hall at the Fairgrounds for the Casino night fund raiser event to be held on May 16, 2020 for the Powell Butte Charter School . All profits benefit the student activities for enrichment of the students at the school. This will be the first time they have used the Carey Foster Hall, but the event has outgrown the Powell Butte Community Center.

Fairgrounds Manager advised the Court the amount for the waiver would be \$495. This will be reimbursed from the Video lottery fund to the Fairgrounds.

The Court discussed with Ms. O'Shea the parking issues around the school, the lowered speed of traffic passing by the school now with the new signage and reduced speed limit in place, and with a new bus route established so more students can ride the bus resulting in less traffic dropping of and picking up students.

Commissioner Brummer asked about the information he received regarding the Charter schools receiving 17% less state funding than public schools. Ms. O'Shea confirmed the information and said that is why we need to conduct fundraisers. The money passes through the school district. A brief discussion was held regarding the school coming back into the Crook County School District. Scott Cooper, School Board member, said that if Powell Butte decides it wants to join back in to the district, it is up to Powell Butte.

ADDITION:

Scott Cooper, Director of NeighborImpact, consulted with the legal counsel and County Court regarding the request for an Assignment and Assumption letter that will permit NeighborImpact to assign the rights on the application for the Solar Energy grant to two LLC organizations, which will provide power cost savings to local low income households as well as Crook County. The County could be part of the largest project in the nation. Five locales will share this project. Mr. Cooper will be meeting with PacificCorp today.

Motion:

Commissioner Brummer moved to approve the Assignment and Assumption letter subject to legal review. Judge Crawford seconded the motion. Vote was 2-0, motion carried.

RECOMMENDATION OF NICK KRALJ REGARDING REVISIONS TO COUNTY EMPLOYEE INVESTMENT PORTFOLIO

Nick Kralj representing Standard Insurance explained the proposed November 19, 2019 fund change. The current small cap value fund needed to be replaced and that was approved. When that step was taken, the fund to serve as the replacement was not on the platform and closed to new investors. The DSA was removed, and the recommendation is to go with the Wells Fargo Small Cap Value. This is to take care of the first replacement that did not go into effect.

Motion:

Commissioner Brummer moved to approve the recommendation of Mr. Kralj as presented. Judge Crawford seconded the motion. Vote was 2-0, motion carried.

ORDER 2020-04, FINDINGS AUTHORIZING A SOLE SOURCE PROCUREMENT OF WINDOWS 10 LICENSES

IT Director Troy Poncin and Counsel Blaine provided an update on the enterprise software Microsoft Windows 7. There is little support for Microsoft 7, and the County is with CDWG for purchasing through Microsoft. The 1st year will be \$65,000. Going forward there will be a yearly fee. Order 2020-04 explains the finding of fact for the sole source procedure. Mr. Poncin explained the licensing needs. The need for this step has been coming for a long time. Step 1 is for the work stations, and the servers will come later. The push is for interim licenses to extend the support of Microsoft 7 at \$60,000 minimum per year, and moving from individual sale to subscriber.

Motion:

Commissioner Brummer moved and Judge Crawford seconded approval of Order 2020-04, Sole Source Procedure. Vote was 2-0, motion carried.

Motion:

Commissioner Brummer moved to go under CDWG and approve the purchase for Microsoft licenses and sign outside of Court. Judge Crawford seconded. Vote was 2-0, motion carried.

ORDER 2020-06, AMENDMENT TO THE CROOK COUNTY EMPLOYEE HANDBOOK

Assistant County Counsel John Eisler presented the amendment to the County employee handbook. The amendment will conform to employee laws and incorporate four bills into the handbook.

Motion:

Commissioner Brummer moved to approve the Order 2020-06, amending the County employee handbook. Judge Crawford seconded the motion. Vote was 2-0, motion carried.

Mr. Blaine thanked Mr. Eisler for his hard work on this project. Mr. Eisler referred to previous work on this project done by Mr. Van Vactor, and also his networking with CIS and HR Director Kim Barber.

PUBLIC HEARING: ORDINANCE 318 AMENDING CHAPTER 15.04 OF THE CROOK COUNTY CODE REGARDING BUILDING AND FIRE CODES, AND DECLARING AN EMERGENCY—FIRST READING

Crook County Building Official Randy Davis presented staff information on Ordinance 318, First Reading with an emergency clause and the second reading to be held on February 19, 2020. Mr. Davis stated that the State Building Code Division surprised the local jurisdiction by changing the choice of 26 different permits and inspections from State required to Local. The local jurisdiction can choose to inspect a certain number of the 26 removed from the State, but not all. Mr. Davis is not entirely clear on why the local jurisdiction cannot inspect all the projects that the State is dropping, but only 19 are being allowed at the most. He provided information on inspection of 19 active technical revisions to the code and adding new sections and subsections regarding authorization to go onto property for inspection, health, life and safety issues.

The Court discussed with Mr. Davis the right to do inspections as done previously, the 7 items removed from inspections, and a letter written to the state regarding the removal of solar project inspections. Mr. Davis explained the need for inspection, engineering and now the hold placed on projects until a decision can be made to allow them to develop property in the County.

Motion:

Commissioner Brummer moved to read Ordinance 318 by title only. Judge Crawford seconded. Vote was 2-0, motion carried.

Judge Crawford read Ordinance 318 by title only and opened the public hearing. There was no input from the public, and the public hearing was closed. The second reading will be held on February 19, 2020 and voted on at that time.

ANNOUNCE AND AWARD TO SUCCESSFUL BIDDER ON CHIP SEAL OIL PURCHASES AND APPLICATION RFP 2020-01 AND TO SUCCESSFUL BIDDER OF CHIP SEAL ROCK PURCHASE RFP 2020-02

Bob O'Neal, County Roadmaster, provided an overview of the RFP process, bid opening and responding bidders for the Chip Seal Oil Purchase and Application RFP 2020-02 and the Chip Seal Rock Purchase RFP 2020-02. Mr. O'Neal's recommendations were: Albina Oil, \$467,875.00 and application \$250.00 per hour, not to exceed \$50,000.00, and for the rock and delivery, the award to go to SMAF Construction LLC at \$112,860. The Road Department's chip sealing projects this year will be the flats at the west end of town and the Lone Pine road for a total of 40 miles of road, 80 miles with both lanes.

Motion:

Commissioner Brummer moved to award the Chip Seal Oil purchases and Application to Albina Oil, the non-responsive responsible bidder at the bid of \$467,875 and application at \$250.00 per hour not to exceed \$50,000. Judge Crawford seconded. Vote 2-0, motion carried.

Motion:

Commissioner Brummer moved to award the Chip Seal Rock Purchase, size 3/8 to 8, and delivery to the Road Department yard for chip sealing at the lowest bid of \$112,860, and to sign the award contract outside of Court. Judge Crawford seconded. Vote was 2-0, motion carried.

Mr. O'Neal appreciates the Court's support of the Road Department's road maintenance program. He advised the Court that the condition of the County roads in 81% in the 90 percentile of the state. The Department will keep trying to make it higher. The Powell Butte Road could use an overlay and some local roads need work. He said he is very proud of his work crew and the work they do. Mr. O'Neal explained the 7 year rotations of 12 districts of road work. This is actually the 6th and final year of chip sealing.

There being no further business before the Court at this time requiring action, Judge Crawford adjourned the County Court session for today. The next regularly scheduled County Court meeting is February 19, 2020.

Respectfully submitted,

Colleen Ferguson

Colleen Ferguson
Crook County Court Secretary



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March 12, 2020

Crook County, Oregon
200 NE 2nd St, Ste. 100
Prineville, OR 97754

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2020. We will audit the basic financial statements of Crook County, Oregon as of and for the year ended June 30, 2020.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than RSI that accompanies the financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Any other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on (1) Internal Control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*; (2) Internal control related to major programs and an opinion on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and will include tests of the accounting records of Crook County, Oregon, a determination of major program(s) in accordance with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing body of Crook County, Oregon. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions to the financial statements or the Single Audit compliance opinion are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed our opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). You are also responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with the preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further you are responsible for designating an individual with suitable skill, knowledge, or experience to oversee our assistance any other nonattest services we provide; and for evaluating the adequacy and results of those nonattest services and accepting responsibility for them. Nonattest services are not conducted in accordance with *Government Auditing Standards*.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the basic financial statements in conformity with U.S. generally accepted accounting principles.

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Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (3) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly.

Management is responsible for preparation of the schedule of expenditures of federal awards in conformity with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal awards in accordance with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the County involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the County received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the County complies with applicable laws, regulations, contracts, agreements and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information needed to perform an audit under the Uniform Guidance, (3)

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additional information that we may request for the purpose of the audit, (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence, and if applicable, (5) unrestricted access to component information, persons at components (including management and those charged with governance, or component auditors, if applicable). Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken on to address significant findings and recommendations resulting from those audits, attestation engagements performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing information.

We will provide you with an auditor's assistance package prior to our arrival at each stage of fieldwork. This package will detail the schedules and information that we expect your employees to have prepared by the time we arrive. We understand that your employees will have all auditor assistance package items ready and will type all confirmations we request and will locate any invoices selected by us for testing. *The fee for the examination is based on the completion of these supporting schedules and providing other assistance on a timely basis.*

Schedules and Financial Statements Prepared by Management

Management is responsible for ensuring that all accounts are reconciled, preparing the financial statements and all supplementary schedules, preparing the notes to the financial statements, and preparing and reviewing the management's discussion and analysis section. Our responsibility is to audit the financial statements, which includes a review of the notes to the financial statements. Any additional work to assist with the work listed above or any other requested work will be billed at our hourly rate. We will obtain approval of any additional fees before we begin any extra work. We have included our fees for assistance in preparation of the financial statements and notes in our fee section below.

General Audit Procedures

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements (whether caused by errors or fraud), illegal acts, misappropriation of assets, or noncompliance may exist and not be detected by us. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements or major programs. However, we will inform you of any material errors and abuse that come to our attention and any fraud that comes to our attention. We will also inform you of any illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later period for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Crook County, Oregon
March 12, 2020

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the major programs. The purpose of these procedures will be to express an opinion the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Crook County, Oregon in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees and Other Items

Kenny Allen is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

Crook County, Oregon
March 12, 2020

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

At the conclusion of the engagement, we will provide copies of our reports to various local and state agencies, as they require. However, it is management's responsibility to submit these reports. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The County hereby indemnifies Pauly, Rogers and Co., P.C. and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management, regardless of whether such person was acting in the County's interest. This indemnification will survive termination of this letter.

The workpapers for this engagement are the property of Pauly, Rogers and Co., P.C. and constitute confidential information. However, we may be requested to make certain information available to grantor agencies pursuant to authority given to it by law or regulation. We will notify you of any such requests. If requested, access to such workpapers will be provided under the supervision of Pauly, Rogers and Co., P.C. personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to grantor agencies. The grantor agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The workpapers for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by a federal awarding agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation. The fees for our services should not exceed the following:

Audit Services:

| | |
|---------------------------|------------------|
| Financial Statement Audit | \$ 38,250 |
| Single Audit | 3,500 |
| Total | <u>\$ 41,750</u> |

This fee includes up to 15 bound copies of the report plus one unbound copy. Additional copies will be billed at the rate of \$40 per copy. This fee is based on the anticipated cooperation from your personnel and on the assumption that the books will be closed, balanced, reconciled, with all material accruals recorded, all auditor requested information prepared prior to our arrival, and that unexpected circumstances will not be encountered during the audit. Our fee is also based upon the scope of work that was done in the previous year. If there is additional activity this year, beyond the scope of last year's work, we will need to charge for that additional work. We will give you a change of scope letter explaining the added work and our estimated fees, which must be signed by you, before we

Crook County, Oregon
March 12, 2020

can continue the engagement or before we perform the additional work. Additional time may be necessary due to work which is beyond the scope of the engagement indicated above. Such work could include, but is not limited to, additional agreed upon procedures, audit testing required under the Single Audit Act Amendments of 1996 that was not previously specified, and reconciliations and/or adjustments needed to bring financial statements into conformity with generally accepted accounting principles. The additional time will be billed at our standard hourly billing rates for the individuals who perform those services.

If the County does not have substantially all items on the preparation list available and ready for audit, including all accounts reconciled, the County must contact us to re-schedule the audit. Cancellation for any reason must be communicated to the in-charge auditor at least three days prior to the first scheduled date of fieldwork, otherwise a mobilization fee of \$500 will be charged to the County. If the audit team arrives at the County's offices to conduct fieldwork and finds that the books and records are not adequately prepared for audit, the audit team will have to re-schedule fieldwork until such time that the County's books and records are adequately prepared for audit and a mobilization fee of \$500 will be charged to the County.

Upon issuance of any invoices, there is a 30 day grace period for payment before a finance charge is assessed on any outstanding balance. Should any outstanding balance for our services exceed 31 days, you will be notified in writing of the balance due for the specified work performed, and we will perform no further services until we are paid in full. A total of three letters will be sent before we begin collection procedures after 120 days. You agree to reimburse us for all administrative, collection service, attorney, and other related filing fees and costs associated with the collection of our fees.

Requests to present the annual financial report to the board of governance or delegated committee will be assessed based on the availability of management during the time requested. An additional fee may be assessed for the presentation based on travel expenses, and time spent for travel, preparation and the presentation. The utilization of a virtual meeting (conference phone call or Skype) may result in a lower presentation fee.

Any claim arising out of services rendered to this agreement shall be resolved in accordance with the laws of the State of Oregon. It is agreed by the County and Pauly, Rogers and Co., P.C. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the County shall be asserted more than two years after the date of this engagement report issued by us.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained on those sites or to consider the consistency of other information in the electronic site with the original document.

We have provided staff to work with your County as auditors. In the future, you may decide that you need the services of one or more full-time employees for this work. At that time, we can assist you in identifying qualified individuals. However, because of the knowledge that our staff has obtained about your County, you may wish to hire one or more of them. If this should occur, we will charge you a recruiting fee equivalent to twenty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

Crook County, Oregon
March 12, 2020

We appreciate the opportunity to be of service to Crook County, Oregon and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party per the terms of our original contract.

Sincerely,



Kenny Allen, CPA
PAULY, ROGERS AND CO., P.C.

CROOK COUNTY COURT

Signature: SETH CRAWFORD

Title: COUNTY JUDGE

Date: APRIL 1, 2020

Crook County Legal Counsel

Mailing: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel's Office

DATE: March 19, 2020

RE: *Mosaic Medical – Amendment 5 to Contract for Personal Svcs*
Our File No.: Health 72(B)

Attached is Amendment 5 to the Contract with Mosaic Medical for School Based Health Center services. This Amendment continues the agreement for an additional year until March 31, 2021, with Crook County paying Mosaic the sum of \$650 per month for 12 months.

Muriel DeLaVergne-Brown recommends approval of the Amendment.

***Please place this memo and the attached document(s)
on the Wednesday, April 1, 2020 County Court Agenda
as a CONSENT ITEM, for approval and signatures.***

3

**AMENDMENT NO. 5 TO CONTRACT FOR PERSONAL SERVICES
SCHOOL-BASED HEALTH CENTER**

RECITALS

WHEREAS, on June 1, 2011, Crook County, a political subdivision of the State of Oregon, hereinafter "County," entered into a Contract for Personal Services (the "Contract") with Mosaic Medical, an Oregon Non-Profit corporation, hereinafter "Provider," to provide services for a School-Based Health Center; and

WHEREAS, said Contract renews for additional 1-year periods, commencing on April 1 of each year, unless it is otherwise terminated or modified as set forth in the Contract; and

WHEREAS, County and Provider desire to extend the duration of the Contract for an additional year (through March 31, 2021) on the following terms and conditions.

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in the Contract, the parties agree as follows:

AGREEMENT

1. The above recitals are incorporated herein by reference.
2. County shall continue to pay Provider the sum of Six Hundred Fifty and no/100 Dollars (\$650.00) per month for expenses incurred in the operation and support of the School-Based Health Center.
3. The Contract will renew for an additional 1-year period, commencing on April 1, 2020, and ending on March 31, 2021.
4. In all other respects, the Contract shall remain in full force and effect.

MOSAIC MEDICAL

CROOK COUNTY

By:



By:



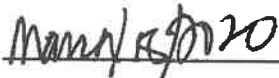
Its:



Its:



Date:



Date:



Crook County Legal Department

203 NE Court St. • Prineville, Oregon 97754 • (541) 416-3919 • FAX (541) 323-2262



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: March 24, 2020

RE: *Proposal for Pavement Inspections and Digital Imaging
of Crook County Roads*
Our File No.: Road 188(B)

Order No. 2020-17 exempting the purchase of pavement inspections, digital imaging, and roadway inventory services as a sole source procurement by the Crook County Road Department was signed at the March 18, 2020 meeting.

Attached are two price quotes with Capitol Asset & Paving Services, which total \$39,400.00. This is a bi-annual project with the last round taking place in the spring/summer of 2018. Capitol Asset & Paving Services will create a digital database of images for approximately 550 roads in Crook County, and based upon their inspection, provide a report listing the Pavement Condition Index score for those roadways. This index score will assist the County in prioritizing where it will spend its limited road maintenance budget.

Due to the unique nature of these services and the development of a distinct computer database, an exception to the normal competitive bidding requirements is justified. The Order is necessary to make the required findings and to authorize the contract without a competitive process. Crook County Code Section 3.12.060(4) and ORS 279B.075 exempt from the competitive bidding process Sole Source Procurements when there is only one seller of goods or services of the quality required. The County Court may award a contract as a Sole Source Procurement only after making written findings to support that the goods or services are available from only one source.

According to the County Road Master, Capitol Asset & Pavement Services Inc. has provided specialized imaging services to Crook County for the past several years and is the only vendor capable of providing the type and quality of service necessary to maintain the County road database. The contract forms are substantially similar to what the County has approved in prior years.

Please include this document on the next County Court CONSENT Agenda for April 1, 2020, for approval.



Capitol Asset & Pavement Services, Inc.

PO Box 7840
Salem, OR, 97303
Phone: 503.689.1330
Fax: 503.689.1440
www.capitolasset.net

March 3, 2020

*Mr. Robert O'Neal
Roadmaster
Crook County Public Works*

RE: Pavement Management Program Update & Re-inspection Services

Dear Bob;

As per our conversation from yesterday, I have enclosed for your consideration a proposal for the pavement re-inspections of the entire Crook County paved road network. This is a non-binding cost proposal, mainly for budgeting purposes for the re-inspection of the entire paved road network. It is also based upon re-inspecting the same mileage we took part in during the last inspection cycle in 2018, (275 paved miles). Any new roads that need to be added to the database that were paved by the county, or have been newly constructed since the last inspection will be added at no charge.

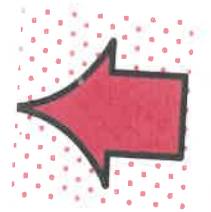
Hopefully the scope of services I have attached in below exhibit, as well as the terms I have included within compensation satisfy your expectations; please contact me at your earliest convenience so we may schedule your project during the upcoming 2020 calendar year.

We here at Capitol Asset & Pavement Services Inc. look forward to assisting you on this project as you take a very positive step in continuing to monitoring the health of your county road network. You will find no firm in the Northwest that has more experience in county road inspections & analysis than what our staff brings to this project, and we look forward to sharing our vast experience with you. If you have any questions relating to this document, please feel free to contact either Paul or myself. I will be the person managing the re-inspection project, (Joel M. Conder at 503.884-6663 (cell), email at jconder@capitolasset.net). Paul Wigowsky will be handling the software updating and reporting processes, and he can be reached at 503.551-6891 or at paul@capitolasset.net

Capitol Asset & Pavement Services Inc. thanks you at this time for allowing us to submit this proposal and look forward to hearing back from you should the scope of services contained in these following exhibit meet with your approval.

Sincerely,
Joel M Conder
Senior Project Manager

APPROVED by the Crook County Court this 1st day of April 2020.



Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

Services, and Cost - Pavement Ratings

| Service & Timeframes | Description | Cost |
|--|---|----------|
| Kickoff Meeting & Data Gathering (if requested) | Upon entering into a contract with Capitol Asset & Pavement Services Inc. Our Senior Project Manager shall meet with county staff to discuss project timelines and notice to proceed. Other agenda items shall include, but are not limited to: contact information of county staff, local rules & regulations, press releases (if needed), obtaining any historical road information to included in new database; As-builds, and recent maintenance & rehabilitation activity. This exchanging of information can take via telephone or email if a face-to-face meeting is not required. | Included |
| New Segmentation of County roads not currently in Database Network | Capitol Asset & Pavement Services Inc. shall physically measure any new county-maintained paved roads with an electronic distance measuring instrument in order to get accurate segment lengths. Each segment shall be measured for width using an engineering wheel. Pavement type, Functional Class, # of lanes, begin & end location and year constructed are just a few of the fields that shall be collected. All field data will be recorded electronically using a laptop computer and added to the existing Streetsaver database. | Included |
| Linking of GIS segments (If not currently linked) | CAPS, Inc will set up the GIS section link within the StreetSaver® Online program. Using the GIS Toolbox Section Link feature, CAPS, Inc will link each database section to the road centerline file provided by the County. Database section beginning and ending location descriptors will be matched to corresponding beginning and ending points in the road centerline file. Once complete, this will allow the creation of various maps using the StreetSaver® GIS reporting feature (Road PCI condition, Segments needing rehabilitation, maintenance history, etc). During the inspection process all GIS road links shall be verified. | Included |

Services, and Cost - Pavement Ratings - Continued

| Service & Timeframes | Description | Cost |
|--|--|---|
| Distress Rating of approximately 275 miles of county maintained paved roads. | A 2-person crew, led by our Senior Inspection Crew Leader, will inspect all roads that are to be included in the study that currently reside within the county's Streetsaver database. This is done by windshield drive-by, and then turning around and inspecting the most representative area of the segment. A minimum of 10% of each section will be inspected. This inspection process is all gathered electronically with our own data collection software program that has built-in error protection to help assure accurate data collection. This portion of the project shall take approximately 3-4 weeks to complete. | \$14,400 (Approx. \$52.00 per C/L mile) |
| Further Populating of Database - Uploading of Distress Data – Calculations | Capitol Asset & Pavement Services Inc. shall take all collected field data and import into current Streetsaver pavement management database. All pertinent road data (M&R) collected from the county shall also be input into database. A pavement condition index (PCI) shall be calculated based upon the new distress rating data. | Included |
| Software Training for County Staff (if requested) | Upon successful completion and delivery of the "final" Budget Options Report, Capitol Asset & Pavement Services Inc. shall train staff in proper use of the pavement management software system. This will be done by conducting a 2-3 hour on-site training class at the county's location of choosing within Crook County. | Included |
| Future Software Support & Training On-going | Capitol Asset & Pavement Services Inc. puts on an annual refresher course. This class is an all-day hands-on computer training/refresher class that is free of charge to all Capitol Asset & Pavement Services Inc. clients, and is always held in the spring. This class is usually conducted near the Portland or Bend area usually in October/November time frame. County staff shall also receive up to 40 hours per year of online or telephone technical support at no charge. | Included |

Services, and Cost - Pavement Ratings - Continued

| Service & Timeframes | Description | Cost |
|--|---|----------|
| A-7 Maintenance & Rehabilitation Recommendations (M & R) | Based upon the MTC Streetsaver software and the Crook County strategies, Capitol Asset & Pavement Services Inc. will produce customized budget options reports. Crook County shall receive various reports showing cost-effectiveness of current or future various Maintenance & Rehabilitation strategies. Capitol Asset & Pavement Services Inc shall run multiple budget scenarios using actual as well as suggested dollar amounts. The county will be able to look at the impacts of a reduced or increased street maintenance funding and make more informed decisions as to the direction the county would like to take. | \$2,500 |
| Deliverables | Capitol Asset & Pavement Services Inc. will deliver all the above-mentioned services for one (1) lump sum price of... | \$16,900 |

FEE SCHEDULE

HOURLY BILLABLE RATES STRUCTURE

JANUARY 1, 2020 THRU DECEMBER 31, 2020

(For services requested beyond deliverables within the aforementioned lump sum)

| Position Description | Hourly Rate |
|-----------------------------|----------------|
| President | \$145.00/hr |
| Vice-President | \$135.00/hr |
| Senior Project Manager | \$125.00/hr |
| Senior Programmer | \$115.00/hr |
| Management Analyst | \$100.00/hr |
| Engineering Tech. | \$85.00/hr |
| Data Collection Coordinator | \$75.00/hr |
| Accounts Payable Clerk | \$60.00/hr |
| | |
| Travel Charge per mile | \$ 0.58.5/mile |
| | |

Not to Exceed Clause -

The total price of this quote (\$16,900) is based entirely on an estimate and may not be exceeded without the written authorization from a Crook County representative, or by change order to this proposal. CAPS Inc. will be obligated only to a total price based on actual quantity accepted and charged at the fixed prices (\$16,900) for PMP services as set forth above or to be agreed upon.



Capitol Asset & Pavement Services, Inc.

PO Box 7840
Salem, OR, 97303
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March 3, 2020

*Mr. Robert O'Neal
Roadmaster
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Hopefully the scope of services I have attached in below exhibit, as well as the terms I have included within compensation satisfy your expectations; please contact me at your earliest convenience so we may schedule your project during the upcoming 2020 calendar year.

We here at Capitol Asset & Pavement Services Inc. look forward to assisting you on this project as you take a very positive step in continuing to monitoring the health of your county road network. You will find no firm in the Northwest that has more experience in county road inspections & analysis than what our staff brings to this project, and we look forward to sharing our vast experience with you. If you have any questions relating to this document, please feel free to contact either Paul or myself. I will be the person managing the re-inspection project, (Joel M. Conder at 503.884-6663 (cell), email at jconder@capitolasset.net). Paul Wigowsky will be handling the software updating and reporting processes, and he can be reached at 503.551-6891 or at paul@capitolasset.net

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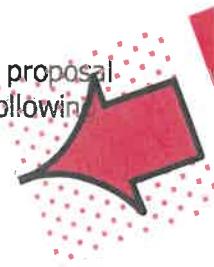
Sincerely,
Joel M Conder
Senior Project Manager

APPROVED by the Crook County Court this 1st day of April 2020.

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney



Services, and Cost - Pavement Ratings

| Service & Timeframes | Description | Cost |
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Services, and Cost - Pavement Ratings - Continued

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| Distress Rating of approximately 275 miles of county maintained paved roads. | A 2-person crew, led by our Senior Inspection Crew Leader, will inspect all roads that are to be included in the study that currently reside within the county's Streetsaver database. This is done by windshield drive-by, and then turning around and inspecting the most representative area of the segment. A minimum of 10% of each section will be inspected. This inspection process is all gathered electronically with our own data collection software program that has built-in error protection to help assure accurate data collection. This portion of the project shall take approximately 3-4 weeks to complete. | \$14,400 (Approx. \$52.00 per C/L mile) |
| Further Populating of Database - Uploading of Distress Data – Calculations | Capitol Asset & Pavement Services Inc. shall take all collected field data and import into current Streetsaver pavement management database. All pertinent road data (M&R) collected from the county shall also be input into database. A pavement condition index (PCI) shall be calculated based upon the new distress rating data. | Included |
| Software Training for County Staff (if requested) | Upon successful completion and delivery of the "final" Budget Options Report, Capitol Asset & Pavement Services Inc. shall train staff in proper use of the pavement management software system. This will be done by conducting a 2-3 hour on-site training class at the county's location of choosing within Crook County. | Included |
| Future Software Support & Training On-going | Capitol Asset & Pavement Services Inc. puts on an annual refresher course. This class is an all-day hands-on computer training/refresher class that is free of charge to all Capitol Asset & Pavement Services Inc. clients, and is always held in the spring. This class is usually conducted near the Portland or Bend area usually in October/November time frame. County staff shall also receive up to 40 hours per year of online or telephone technical support at no charge. | Included |

Services, and Cost - Pavement Ratings - Continued

| Service & Timeframes | Description | Cost |
|--|---|----------|
| A-7 Maintenance & Rehabilitation Recommendations (M & R) | Based upon the MTC Streetsaver software and the Crook County strategies, Capitol Asset & Pavement Services Inc. will produce customized budget options reports. Crook County shall receive various reports showing cost-effectiveness of current or future various Maintenance & Rehabilitation strategies. Capitol Asset & Pavement Services Inc shall run multiple budget scenarios using actual as well as suggested dollar amounts. The county will be able to look at the impacts of a reduced or increased street maintenance funding and make more informed decisions as to the direction the county would like to take. | \$2,500 |
| Deliverables | Capitol Asset & Pavement Services Inc. will deliver all the above-mentioned services for one (1) lump sum price of... | \$16,900 |

FEE SCHEDULE

HOURLY BILLABLE RATES STRUCTURE

JANUARY 1, 2020 THRU DECEMBER 31, 2020

(For services requested beyond deliverables within the aforementioned lump sum)

| Position Description | <u>Hourly Rate</u> |
|-----------------------------|---------------------------|
| President | \$145.00/hr |
| Vice-President | \$135.00/hr |
| Senior Project Manager | \$125.00/hr |
| Senior Programmer | \$115.00/hr |
| Management Analyst | \$100.00/hr |
| Engineering Tech. | \$85.00/hr |
| Data Collection Coordinator | \$75.00/hr |
| Accounts Payable Clerk | \$60.00/hr |
| | |
| Travel Charge per mile | \$ 0.58.5/mile |
| | |

Not to Exceed Clause -

The total price of this quote (\$16,900) is based entirely on an estimate and may not be exceeded without the written authorization from a Crook County representative, or by change order to this proposal. CAPS Inc. will be obligated only to a total price based on actual quantity accepted and charged at the fixed prices (\$16,900) for PMP services as set forth above or to be agreed upon.

Crook County Legal Counsel

Mailing: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919
Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: March 25, 2020

RE: *ODOT ARTS Agreement 33640*
Our File No.: Road 350

Enclosed is All Roads Transportation Safety (ARTS) Agreement #33640 between ODOT and multiple counties (Deschutes, Crook, Jefferson, Klamath) and cities (Bend, Redmond, The Dalles) for various road safety improvements. The work will be funded through a federal grant, and any remaining balance due will be paid for by the State.

For the County, the only work envisioned is new signage at the Hwy 126 and Reif and Cooley intersections (see Exhibit A). Obligations for the County include executing and recording a Memorandum (see Exhibit B) after the project is completed and maintaining the improvement for its useful life. ODOT is to procure all necessary rights of way and contractors for the project, and will generally do all the heavy lifting. Similar to ODOT's desires regarding the agreement at the roundabout, once the job is complete, ODOT deeds the property to the County, with a reversion clause giving the land back to the State if the land is no longer used as a road. Unlike that agreement, here the language is clearly spelled out in the contract at paragraph 15 and the Memorandum.

There is one very serious contradiction in the Agreement that needs to be mentioned. In paragraph 3 on page 3 under "Terms of Agreement," the Agreement states that the State is responsible for any costs of the project not covered by federal funds. Conversely, paragraph 7 of Attachment 2 (page 23) lays that cost on the local governments. In cases of contradiction, the Agreement clearly states in paragraph 16 that the Agreement trumps Attachment 1, which then trumps Attachment 2.

I have reviewed the Agreement for legal sufficiency and Road Master Bob O'Neal recommends approval. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, April 1, 2020 County Court Agenda as a CONSENT ITEM, for approval and signatures.

**ODOT Delivered Federal Project
Region 4 ARTS
On Behalf of City of Bend, City of Redmond, City of The Dalles, Crook County,
Deschutes County, Jefferson County and, Klamath County
Key Number: 20074**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT"; the CITY OF BEND, acting by and through its elected officials, hereinafter referred to as "City of Bend"; the CITY OF REDMOND, acting by and through its elected officials, hereinafter referred to as "City of Redmond"; the CITY OF THE DALLES, acting by and through its elected officials, hereinafter referred to as "City of The Dalles"; CROOK COUNTY, acting by and through its elected officials, hereinafter referred to as "Crook County", DESCHUTES COUNTY, acting by and through its elected officials, hereinafter referred to as "Deschutes County", JEFFERSON COUNTY, acting by and through its elected officials, hereinafter referred to as "Jefferson County", and KLAMATH COUNTY, acting by and through its elected officials, hereinafter referred to as "Klamath County"; all herein referred to individually as "Party" and collectively as "Parties." The City of Bend, the City of Redmond, the City of The Dalles, Crook County, Deschutes County, Klamath County and Jefferson County are also each hereinafter referred to individually as "Agency" and collectively as "Agencies".

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform
2. The Dalles-California Highway, US Route 97, State Highway No. 4; the Dalles-California Highway, US Route 197, State Highway No. 4; the Mosier-The Dalles Highway, US Route 30, State Highway 292; the Columbia River Highway, Interstate Route 84, State Highway No. 002; the Ochoco Highway, State Route No. 126, State Highway NO. 041; the Culver Highway, State Route No. OR361, State Highway No. 361; the O'Neil Highway, State Route No. OR370, State Highway No. 370; the Fremont Highway, State Route No. 31, Highway No. 019 and the Warner Highway, State Route No. 140, State Highway No. 431 are a part of the state highway system under the jurisdiction and control of the Oregon State Highway Commission (OTC).
3. 27th Street, Arnett Way, and Powers Road are part of the City of Bend street system under jurisdiction and control of City of Bend.
4. Veterans Way is part of the City of Redmond street system under the jurisdiction and control of City of Redmond.

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5. Bret Clodfelter Way, Fremont Street and Columbia View Drive are part of the City of The Dalles street system and under jurisdiction and control of City of The Dalles.
6. Cloverdale Road, Goodrich Road, Cline Falls Road, SW 67th Street, SW Hemholtz Way, North Canal Boulevard and NE 5th Street are a part of the Deschutes County road system under the jurisdiction and control of Deschutes County.
7. Reif Road and Copely Road are a part of the Crook County road system under the jurisdiction and control of Crook County.
8. SW Bear Drive, SW Jefferson Avenue, and Jericho Lane are a part of the Jefferson County road system under the jurisdiction and control of Jefferson County.
9. Sawmill Road, Miller Island Road, and S. Chiloquin Road are part of the Klamath County road system and under the jurisdiction and control of Klamath County.
10. Parties have agreed that State will deliver this project on behalf of the Agencies.
11. The Project was selected as a part of the All Roads Transportation Safety (ARTS) Program and may include a combination of federal and state funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
12. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.
13. The Project will be performed on State, Cities' and Counties' property and jurisdiction.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Parties agree to State designing and constructing safety improvements consisting of intersection signs, intersection improvements, pavement markings, illumination, median barriers, ADA ramps and sidewalks at various locations along the state highway system, including within the City of Bend, the City of Redmond, the City of The Dalles, Crook County, Deschutes County, Jefferson County and Klamath County, hereinafter referred to as "Project". The locations and improvements are described in Exhibit A, attached hereto and by this reference made a part hereof.

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2. Parties agree that State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. The Project will be conducted as a part of the All Roads Transportation Safety (ARTS) program under Title 23, United States Code. The total Project cost is estimated at \$2,472,947.47. Federal funds for this Project are limited to \$2,403,000.00 The Project will be financed with ARTS funds at the maximum allowable federal participating amount. State shall be responsible for the required match amount, for any nonparticipating costs and Project costs beyond the estimate.
4. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
5. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
6. This Agreement may be terminated by mutual written consent of all Parties.
7. State may terminate this Agreement effective upon delivery of written notice to Agencies, or at such later date as may be established by State, under any of the following conditions:
 - a. If any Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - b. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - c. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
8. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
9. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to the Agencies with the Notice to Proceed.

10. Indirect Cost Rate.

- a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is zero percent (0%). This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
- b. If the approved rate(s) change(s) during the term of this Agreement, the affected Agencies shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If a given Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, that Agency shall invoice ODOT using a zero percent (0%) rate.

11. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:

- a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (ADA), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- b. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- c. At Project completion, send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

- d. Each agency shall ensure that any portions of the Project under that Agency's respective maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, each Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,

- ii. Any complaints received by the Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- e. Maintenance obligations in this section shall survive termination of this Agreement.
12. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
13. Each Agency grants State the right to enter onto that Agency's right of way for the performance of duties as set forth in this Agreement.
14. Each Agency agrees State will perform all right of way functions and shall enter into a separate Right of Way Services Agreement between Agency and State Right of Way, referencing this Agreement number.
15. Upon completion of the Project, State shall transfer by deed, and each Agency shall accept, that property acquired by the State within their respective jurisdictions and needed for the construction phases of the Project. The conveyance from State to Agencies shall be free of costs or fees. Any property being conveyed shall be vested in Agencies only so long as used for public transportation purposes.
16. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

17. Each Agency shall, upon completion of the Project and as a condition to this Agreement, complete and file with the appropriate County Clerk, "Memorandum of Agreement and Acknowledgment of Federal and State Assistance, substantially in the form of Exhibit B attached hereto and by this reference made a part hereof. Agencies shall provide confirmation of this filing by forwarding to State's Contact a notarized copy of the recorded Memorandum of Agreement and Acknowledgment of Federal and State Assistance. By means of said acknowledgment of an Agency's financial obligations, the continued use of said property for public purposes, and the maintenance of the facility or service at a level consistent with normal depreciation or demand or both is recognized and attached to the property as conditions. Any interest in said property by State is proportional to the federal and state funding participation in Project. While in default of conditions of this Agreement, the affected Agency may be ineligible to receive federal or state funds from any State-administered program for any project on a street, road or property. The Memorandum of Agreement and Acknowledgment of Federal and State Assistance shall remain in place for the useful life of Project identified in the Special Provisions. State acknowledges that such interest shall not be deemed a lien, mortgage, deed of trust or other security instrument or interest granted by the affected Agency for security purposes.
18. Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
19. Each Agency certifies and represents that the individual(s) signing this Agreement have been authorized to enter into and execute this Agreement on behalf of that Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind the Agency.
20. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
21. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agencies to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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Notwithstanding this provision, the Parties may enter into Right Of Way Services Agreements in furtherance of the Project.

22. State Contact for this Agreement is Abbey Driscoll – Local Agency Liaison, 63055 N. Highway 97, Bldg M, Bend, OR 97703, (541) 388-6064, abbey.driscoll@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.
23. The City of Bend's Contact for this Project is Janet Hruby – Project Engineer (Streets), 575 NE 15th Street, Bend OR 97701, (541) 322-6336, jhruby@bendoregon.gov, or assigned designee upon individual's absence. City of Bend shall notify the other parties in writing of any contact information changes during the term of this Agreement.
24. The City of Redmond's Contact for this Project is Brad Hayes – Transportation Op Div Supervisor, 243 E. Antler Ave, Redmond, OR 97756, (541) 504-2033, brad.hayes@ci.redmond.or.us, or assigned designee upon individual's absence. City of Redmond shall notify the other parties in writing of any contact information changes during the term of this Agreement.
25. The City of The Dalles' Contact for this Project is Dave Anderson - Public Works Director, 1215 West 1st Street, The Dalles, OR 97508, (541) 296-5401, danderson@ci.the-dalles.or.us, or assigned designee upon individual's absence. City of The Dalles shall notify the other parties in writing of any contact information changes during the term of this Agreement.
26. Deschutes County's Contact for this Project is Cody Smith – County Engineer, 61150 SE 27th Street, Bend, OR 97702, (541) 322-7113, cody.smith@deschutes.org, or assigned designee upon individual's absence. City shall notify the other parties in writing of any contact information changes during the term of this Agreement.
27. Crook County's Contact for this Project is Bob O'Neal – Roadmaster, 1306 N. Main Street, Prineville, OR 97754, (541) 447-4644, Bob.oneal@co.crook.or.us, or assigned designee upon individual's absence. Crook County shall notify the other parties in writing of any contact information changes during the term of this Agreement.
28. Jefferson County's Contact for this Project is Matt Powlison – Public Works Director, P.O. Box 709, Madras, OR 97741-0709, (541) 475-4459, matt.powlison@co.jefferson.or.us, or assigned designee upon individual's absence. Jefferson County shall notify the other parties in writing of any contact information changes during the term of this Agreement.
29. Klamath County's Contact for this Project is Jeremy Morris – Public Works Director, 305 Main Street, Room 243, Klamath Falls, OR 97601, (541) 883-4696, jmorris@co.klamath.or.us, or assigned designee upon individual's absence. Klamath

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County shall notify the other parties in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #20074) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

City of Bend/City of Redmond/City of The Dalles/Crook County/Deschutes
County/Klamath County/ Jefferson County/Lake County/ODOT
Agreement No. 33640

CITY OF BEND, by and through its
elected officials

By _____
Mayor

Date _____

LEGAL REVIEW APPROVAL

By _____
City Counsel

Date _____

CITY OF REDMOND, by and through its
elected officials

By _____
Mayor

Date _____

LEGAL REVIEW APPROVAL

By _____
City Counsel

Date _____

CITY OF THE DALLES, by and through its
elected officials

By _____
Mayor

Date _____

LEGAL REVIEW APPROVAL

By _____
City Counsel

Date _____

DESCHUTES COUNTY, by and through
its elected officials

By _____
Commission Chair

Date _____

By _____
Commissioner

Date _____

By _____
Commissioner

Date _____

LEGAL REVIEW APPROVAL

By _____
County Counsel

Date _____

CROOK COUNTY, by and through its
elected officials

By _____
Commission Chair

Date 4-1-20

By _____
Commissioner BRUMMER

Date 4-1-20

By _____
Commissioner BARNEY

Date 4-1-20

LEGAL REVIEW APPROVAL

By _____
County Counsel

Date _____



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KLAMATH COUNTY, by and through its
elected officials

By _____
Commission Chair

Date _____

By _____
Commissioner

Date _____

By _____
Commissioner

Date _____

LEGAL REVIEW APPROVAL

By _____
County Counsel

Date _____

JEFFERSON COUNTY, by and through its
elected officials

By _____
Commission Chair

Date _____

By _____
Commissioner

Date _____

By _____
Commissioner

Date _____

LEGAL REVIEW APPROVAL

By _____
County Counsel

Date _____

STATE OF OREGON, by and through its
Department of Transportation

By _____
Highway Division Administrator

APPROVAL RECOMMENDED

By _____
Region 4 Manager

Date _____

By _____
State Traffic/Roadway Engineer

Date _____

LEGAL REVIEW APPROVAL

By _Jennifer O'Brien by email_
Assistant Attorney General

Date _March 12, 2020_

City of Bend Contact:

Janet Hruby – Project Engineer (Streets)
575 NE 15th Street
Bend, OR 97701
(541) 322-6336
jhruby@bendoregon.gov

City of Redmond Contact:

Brad Hayes – Transportation Op Div
Supervisor
243 E. Antler Ave
Redmond, OR 97756
(541) 504-2033
brad.hayes@ci.redmond.or.us

City of The Dalles Contact:

Dave Anderson - Public Works Director
1215 West 1st Street
The Dalles, OR 97508
(541) 506-2008
danderson@ci.the-dalles.or.us

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Crook County Contact:

Bob O'Neal – Roadmaster
1306 N. Main Street
Prineville, OR 97754
(541) 447-4644
Bob.oneal@co.crook.or.us

Deschutes County Contact:

Cody Smith – County Engineer
61150 SE 27th Street
Bend, OR 97702
(541) 322-7113
cody.smith@deschutes.org

Jefferson County Contact:

Matt Powlison – Public Works Director
P.O. Box 709
Madras, OR 97741-0709
(541) 475-4459
matt.powlison@co.jefferson.or.us

Klamath County Contact:

Jeremy Morris – Public Works Director
305 Main Street, Room 243
Klamath Falls, OR 97601
(541) 883-4696
jmorris@co.klamath.or.us

State Contact:

Abbey Driscoll – Local Agency Liaison
63055 N. Highway 97, Bldg M
Bend OR, 97703
(541) 388.6064
abbey.driscoll@odot.state.or.us

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County/Klamath County/ Jefferson County/Lake County/ODOT
Agreement No. 33640

EXHIBIT A

| CITY OF BEND |
|---|
| US 20 @ 27th St <ul style="list-style-type: none"> • Improve Signal Hardware: Number • Extend traffic separator to Dalton Street and improve pedestrian crossing at US 20 @ Benson Street |
| US 20 @ Arnett Way <ul style="list-style-type: none"> • Install Lighting at Intersection |
| US 97 @ Powers Rd <ul style="list-style-type: none"> • Improve Intersection Warning: Stop Ahead Pavement Markings, Stop Ahead Signs, Larger Signs, Additional Stop Signs and/or Other Intersection Warning or Regulatory Signs • Install Illumination and improve the northbound US 97 on ramp configuration |
| CITY OF REDMOND |
| US 97 @ Veteran's Way <ul style="list-style-type: none"> • Install Lighting at Intersection • Install Urban Green Bike Lanes at Conflict Points |
| CITY OF THE DALLES |
| <ul style="list-style-type: none"> • US197 @ Brett Clodfelter Way: Improve intersection warning: stop ahead pavement markings, stop ahead signs, larger signs, additional stop signs and other intersection warning or regulatory signs |
| <ul style="list-style-type: none"> • US 197/I-84 ramp connection – Un-signalized sign upgrades |
| <ul style="list-style-type: none"> • US30 @ Fremont Street: Un-signalized sign upgrades |
| CROOK COUNTY |
| OR 126 Ochoco Hwy Systemic sign Upgrades - Reif Road & Copely Street |
| DESCHUTES COUNTY |
| O'Neil Highway No. 370 <ul style="list-style-type: none"> • Systemic sign upgrades – NW Canal Boulevard and NE 5th Street |
| OR 126 McKenzie Hwy <ul style="list-style-type: none"> • Systemic sign Upgrades - Cloverdale Road, Goodrich Road, Cline Falls Road, SW 67th Street, & SW Hemholtz Way. |
| JEFFERSON COUNTY |
| Or 361 Culver Highway <ul style="list-style-type: none"> • Systemic Sign upgrades – SW Bear Drive, SW Highland Avenue, Jericho Lane |

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 County/Klamath County/ Jefferson County/Lake County/ODOT
 Agreement No. 33640

| |
|--|
| |
| • |
| KLAMATH COUNTY |
| US 97 The Dalles-California Hwy <ul style="list-style-type: none"> • Un-signalized intersection Sign Upgrades - US 97 @ Sawmill Rd, Miller Island Rd OR 62 Crater Lake Hwy <ul style="list-style-type: none"> • Un-signalized intersection Sign Upgrades - OR 62 @ S. Chiloquin Rd |

City of Bend/City of Redmond/City of The Dalles/Crook County/Deschutes
County/Klamath County/ Jefferson County/Lake County/ODOT
Agreement No. 33640

After recording, return to:

**EXHIBIT B
MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF FEDERAL AND STATE
ASSISTANCE**

[State Recording Authority: ORS 93.710 and ORS 205.130(2)]

Agreement Number: 33640

Project Name: All Roads Transportation Safety (City of Bend)

Key Number: 20074

Local Agency Agreement No. 33640 between the City of Bend, and the State of Oregon, Department of Transportation was executed on _____. Pursuant to paragraph 18, Terms of Agreement, page 6 of the Local Agency Agreement, upon the recording of this document, the City of Bend received federal and state funds for the Project described in the Local Agency Agreement. The property and assets under the jurisdiction of the City of Bend were improved with the assistance from the United States Government and the State of Oregon. Such assistance was provided to the City of Bend, in reimbursement of costs associated with the All Roads Transportation Safety (Region 4). The use and disposition of said property is subject to the terms of the above noted Local Agency Agreement, copies of which may be obtained from the Director of ODOT and is also subject to 2 CFR 1201. A description of the improved property is attached.

City of Bend

By: _____
(Name of person)

(Notary Stamp)

Title: _____

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____
Title: Active Transportation Section Manager

(Notary Stamp)

State of Oregon: County of Marion

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301-4178

City of Bend/City of Redmond/City of The Dalles/Crook County/Deschutes
County/Klamath County/ Jefferson County/Lake County/ODOT
Agreement No. 33640

After recording, return to:

EXHIBIT B
MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF FEDERAL AND STATE ASSISTANCE

[State Recording Authority: ORS 93.710 and ORS 205.130(2)]

Agreement Number: 33640

Project Name: All Roads Transportation Safety (City of Redmond)

Key Number: 20074

Local Agency Agreement No. 33640 between the City of Redmond, and the State of Oregon, Department of Transportation was executed on _____. Pursuant to paragraph 18, Terms of Agreement, page 6 of the Local Agency Agreement, upon the recording of this document, the City of Redmond received federal and state funds for the Project described in the Local Agency Agreement. The property and assets under the jurisdiction of City of Redmond were improved with the assistance from the United States Government and the State of Oregon. Such assistance was provided to City of Redmond, in reimbursement of costs associated with the All Roads Transportation Safety (Region 4). The use and disposition of said property is subject to the terms of the above noted Local Agency Agreement, copies of which may be obtained from the Director of ODOT and is also subject to 2 CFR 1201. A description of the improved property is attached.

City of Redmond

By: _____
(Name of person)

(Notary Stamp)

Title: _____

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____
Title: Active Transportation Section Manager

(Notary Stamp)

State of Oregon: County of Marion

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____

Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301-4178

City of Bend/City of Redmond/City of The Dalles/Crook County/Deschutes
County/Klamath County/ Jefferson County/Lake County/ODOT
Agreement No. 33640

After recording, return to:

EXHIBIT B
MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF FEDERAL AND STATE
ASSISTANCE

[State Recording Authority: ORS 93.710 and ORS 205.130(2)]

Agreement Number: 33640

Project Name: All Roads Transportation Safety (City of The Dalles)

Key Number: 20074

Local Agency Agreement No. 33640 between the City of The Dalles, and the State of Oregon, Department of Transportation was executed on _____. Pursuant to paragraph 18, Terms of Agreement, page 6 of the Local Agency Agreement, upon the recording of this document, the City of The Dalles received federal and state funds for the Project described in the Local Agency Agreement. The property and assets under the jurisdiction of the City of The Dalles were improved with the assistance from the United States Government and the State of Oregon. Such assistance was provided to the City of The Dalles, in reimbursement of costs associated with the All Roads Transportation Safety (Region 4). The use and disposition of said property is subject to the terms of the above noted Local Agency Agreement, copies of which may be obtained from the Director of ODOT and is also subject to 2 CFR 1201. A description of the improved property is attached.

City of The Dalles

By: _____
(Name of person)

(Notary Stamp)

Title: _____

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____
Title: Active Transportation Section Manager

(Notary Stamp)

State of Oregon: County of Marion

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____

Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301-4178

City of Bend/City of Redmond/City of The Dalles/Crook County/Deschutes
County/Klamath County/ Jefferson County/Lake County/ODOT
Agreement No. 33640

After recording, return to:

EXHIBIT B
MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF FEDERAL AND STATE
ASSISTANCE

[State Recording Authority: ORS 93.710 and ORS 205.130(2)]

Agreement Number: 33640

Project Name: All Roads Transportation Safety (Deschutes County)

Key Number: 20074

Local Agency Agreement No. 33640 between Deschutes County, and the State of Oregon, Department of Transportation was executed on _____. Pursuant to paragraph 18, Terms of Agreement, page 6 of the Local Agency Agreement, upon the recording of this document, Deschutes County received federal and state funds for the Project described in the Local Agency Agreement. The property and assets under the jurisdiction of Deschutes County were improved with the assistance from the United States Government and the State of Oregon. Such assistance was provided to Deschutes County, in reimbursement of costs associated with the All Roads Transportation Safety (Region 4). The use and disposition of said property is subject to the terms of the above noted Local Agency Agreement, copies of which may be obtained from the Director of ODOT and is also subject to 2 CFR 1201. A description of the improved property is attached.

Deschutes County

By: _____
(Name of person)

(Notary Stamp)

Title: _____

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____
Title: Active Transportation Section Manager

(Notary Stamp)

State of Oregon: County of Marion

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301-4178

City of Bend/City of Redmond/City of The Dalles/Crook County/Deschutes
County/Klamath County/ Jefferson County/Lake County/ODOT
Agreement No. 33640

After recording, return to:

**EXHIBIT B
MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF FEDERAL AND STATE
ASSISTANCE**

[State Recording Authority: ORS 93.710 and ORS 205.130(2)]

Agreement Number: 33640

Project Name: All Roads Transportation Safety (Klamath County)

Key Number: 20074

Local Agency Agreement No. 33640 between Klamath County, and the State of Oregon, Department of Transportation was executed on _____. Pursuant to paragraph 18, Terms of Agreement, page 6 of the Local Agency Agreement, upon the recording of this document, Klamath County received federal and state funds for the Project described in the Local Agency Agreement. The property and assets under the jurisdiction of Klamath County were improved with the assistance from the United States Government and the State of Oregon. Such assistance was provided to Klamath County, in reimbursement of costs associated with the All Roads Transportation Safety (Region 4). The use and disposition of said property is subject to the terms of the above noted Local Agency Agreement, copies of which may be obtained from the Director of ODOT and is also subject to 2 CFR 1201. A description of the improved property is attached.

Klamath County

By: _____
(Name of person)

(Notary Stamp)

Title: _____

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____
Title: Active Transportation Section Manager

(Notary Stamp)

State of Oregon: County of Marion

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301-4178

City of Bend/City of Redmond/City of The Dalles/Crook County/Deschutes
County/Klamath County/ Jefferson County/Lake County/ODOT
Agreement No. 33640

After recording, return to:

**EXHIBIT B
MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF FEDERAL AND STATE
ASSISTANCE**

[State Recording Authority: ORS 93.710 and ORS 205.130(2)]

Agreement Number: 33640

Project Name: All Roads Transportation Safety (Jefferson County)

Key Number: 20074

Local Agency Agreement No. 33640 between Jefferson County, and the State of Oregon, Department of Transportation was executed on _____. Pursuant to paragraph 18, Terms of Agreement, page 6 of the Local Agency Agreement, upon the recording of this document, Jefferson County received federal and state funds for the Project described in the Local Agency Agreement. The property and assets under the jurisdiction of Jefferson County were improved with the assistance from the United States Government and the State of Oregon. Such assistance was provided to Jefferson County, in reimbursement of costs associated with the All Roads Transportation Safety (Region 4). The use and disposition of said property is subject to the terms of the above noted Local Agency Agreement, copies of which may be obtained from the Director of ODOT and is also subject to 2 CFR 1201. A description of the improved property is attached.

Jefferson County

By: _____
(Name of person)

(Notary Stamp)

Title: _____

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____
Title: Active Transportation Section Manager

(Notary Stamp)

State of Oregon: County of Marion

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301-4178

ATTACHMENT NO. 1 to AGREEMENT NO. 33640
SPECIAL PROVISIONS

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as 20 years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. As used in Attachment 2 – Federal Standard Provisions, the term "Agency" refers to each Agency that is a Party to this Agreement. Attachment 2 applies to each Agency for the portion(s) of the Project occurring within that Agency's jurisdiction, as identified in Exhibit A.
5. Contribution:
 - a. 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 any Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of

the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

- b. With respect to a Third Party Claim for which State is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), State 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 other Party or Parties in such proportion as is appropriate to reflect the relative fault of State on the one hand and of the other Party or Parties 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 State on the one hand and of the other Party or Parties 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which any other Party or Parties are jointly liable with State (or would be if joined in the Third Party Claim), the other Party or Parties 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 State in such proportion as is appropriate to reflect the relative fault of the other Party or Parties on the one hand and of State 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 other Party or Parties on the one hand and of State 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. Each other Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.330.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not

meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. 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 State or Agency with respect to which the 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. 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State 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 State on the one hand and of Agency 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 State 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State 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 Agency on the one hand and of State 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, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project 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.

WORKERS' COMPENSATION COVERAGE

42. All employers, including Agency, that employ subject workers who work under this Project 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. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be

included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 49 CFR 29.510 regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in appendix A to 49 CFR part 29.

6

BEFORE THE COUNTY COURT
OF CROOK COUNTY, OREGON

A Proclamation Declaring April 2020 to be Child Abuse Prevention Month

PROCLAMATION

WHEREAS, there were over 4,000 reports of child abuse and neglect in Central Oregon last year; 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 2020 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.

b

DATED this 1st day of April 2020 by the Crook County Court.

SETH CRAWFORD, Judge

JERRY BRUMMER, Commissioner

BRIAN BARNEY, Commissioner

ATTEST:

Recording Secretary

Oregon High School Rodeo Association is made up of 180 members for the 2020 spring season.

Our local club – Tri County High School Rodeo Club will be hosting a rodeo at the Crook County Fairgrounds on May 1-3, 2020. This is one of 7 of our preliminary rodeos that is held throughout the state. The local high school rodeo members that live in Deschutes, Jefferson and Crook Counties produce this rodeo. We use this rodeo as our one main fundraiser to help off-set a portion of the expense for these kids to pay for their rodeo entry fee and costs to get to each of the rodeos including the National Finals rodeo if they qualify. We anticipate over 150 families staying either at the fairgrounds or in the local hotels. These families are huge supporters of the

State Finals Rodeo – June 10-13, 2020 is produced by the State organization Oregon High School Rodeo Association. The board of directors along with the local clubs collaborate to produce this major event. Only the top 20 in each event qualify to attend this rodeo that in the end will qualify the top 4 to attend the biggest rodeo in the World, the National High School Finals Rodeo that will be held in Lincoln, Nebraska, July 19-25, 2020. These students will be competing for four solid days in attempt to secure a spot in the top 4. This rodeo brings in over 125 families for 5 full days including a travel day. Along with immediate family, typically this rodeo brings in spectators from extended family members to local rodeo enthusiasts to come watch the best of the best in high school competition. These families and community members will support local restaurants, grocery stores, boutiques, and fuel stations for five solid days in Prineville.

We truly appreciate all the support you have given us in the past and with this help can continue to hold two great rodeos in one great community, year after year.

Sincerely,

Bobbi Aldrich

541-85-2470

Memo



To: County Court
From: Buzzy Nielsen, Director of Library Services *B. Nielsen*
cc: Eric Blaine, John Eisler
Date: March 25, 2020
Re: Facebook van purchase updated

Unfortunately, the outreach van originally quoted to us by Robberson Ford, approved at the March 18 County Court meeting, is no longer available. This make and model of van are in high demand. They sent an updated quote for the same model of vehicle with a few extra features (roof racks and side windows), which will enhance the usability and resale value. The new quote is \$28,884.89, including taxes and fees, \$638.64 higher than the original quote.

I've attached this updated quote along with the original quotes. I recommend adopting the updated quote from Robberson, as it still satisfies the original rationale for choosing Robberson's quote over TS&S. The text of my original memo is below as a reminder.

Original memo

I please request approval of the attached quote from Robberson Ford of Prineville for a Ford Transit Connect model XLT. The van is being purchased as part of the \$100,000 grant the library received from Facebook for technology education.

We sought three bids from all of the Central Oregon Ford dealerships: Robberson (Prineville/Bend), TS&S (Madras), and Wright (Redmond). The specific request was for quotes on a Ford Transit Connect model XLT with a tow package. The vehicle received high ratings from consumers and professionals and is in wide use regionally by a variety of businesses. We specifically sought quotes for the XLT model due to the added safety features including a backup camera, blind spot detection, lane assist, anti-skid technology, and more.

Wright Ford was unable to provide a quote due to lack of available inventory. We received quotes from both other companies on time. TS&S Ford had the lowest bid, at \$25,385 plus fees. However, their bid was for the XL model, which lacks the safety features of the XLT. Robberson gave the only bid for the model we wanted, at \$27,486 plus fees. I therefore recommend accepting Robberson's bid.

Thank you, and please let me know if you have any questions.

Approved this 1st day of April 2020.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

Damerow Ford

(503) 530-3709 ext

DEALER 74D 017

VIN NM0LS7F28L1441427

| | | | | | |
|-----------------------------------|------------------------|-------|----|-------|----|
| S7FV TRANSIT CONNECT XLT VAN | Suggested Retail Price | 27700 | 00 | 26593 | 00 |
| 2020 MODEL YEAR | | | | | |
| Z2 FROZEN WHITE METALLIC | | | | | |
| PB EBONY CLOTH SEATS | | | | | |
| INCLUDED ON THIS VEHICLE | | | | | |
| ORDER CODE 110A | | | | | |
| OPTIONAL EQUIPMENT/OTHER | | | | | |
| 992 .2.0L GDI I4 ENGINE | NC | | | NC | |
| 448 .8 SPD AUTO TRANSAXLE | NC | | | NC | |
| T55 .P215/55R16 BSW | NC | | | NC | |
| 20V 5302 LB GVWR | | | | | |
| 425 50 STATE EMISSIONS | NC | | | NC | |
| 51C HEAVY DUTY BATTERY | NC | | | NC | |
| 52D HID HEADLAMPS | 345 | 00 | | 314 | 00 |
| 53T TRAILER TOW PACKAGE | 395 | 00 | | 360 | 00 |
| 58Y SYNC3/RR CAM/SSR/NAV/HD | 495 | 00 | | 451 | 00 |
| 59G FIXED 2ND ROW GLASS PASS SIDE | 95 | 00 | | 87 | 00 |
| 61B ROOF RAILS | 195 | 00 | | 178 | 00 |
| 76S FRONT AND REAR SENSING SYSTEM | 495 | 00 | | 451 | 00 |
| TOTAL OPTIONS/OTHER | 2020 | 00 | | 1841 | 00 |
| TOTAL VEHICLE & OPTIONS/OTHER | 29720 | 00 | | 28434 | 00 |
| DESTINATION & DELIVERY | 1295 | 00 | | 1295 | 00 |
| TOTAL FOR VEHICLE | | | | | |
| | | | | 31015 | 00 |
| FUEL CHARGE | | | | | |
| SHIPPING WEIGHT | 3616 LBS. | | | 42 | 75 |
| TOTAL | | | | | |
| | | | | 31015 | 00 |
| | | | | 29771 | 75 |

- 1250 Reb.

28,521.75 + Tax
+ Fee's

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

| | | | | | | | | | | | | | |
|--|--|--------------------|--|----------------------------------|--|------------------------|--|--|--|-------------------|--|--------------------|--|
| Sold to Damerow Ford P.O. BOX 667 Beaverton | | 74D017 OR 97075 | | Order Type 2 | | | | Ramp Code CH42 | | Batch ID KG183 | | Price Level 015 | |
| Ship to (if other than above) | | | | Date Inv. Prepared 07 18 19 | | Item Number 74-T582 | | Transit Days 25 | | Ship Through | | | |
| | | | | | | | | | | | | | |
| Invoice & Unit Identification NO. NM0LS7F28L1441427 | | | | Final Assembly Point VALENCIA | | | | Finance Company and/or Bank ALLY 110005 | | | | | |
| HB | | Invoice Total | | A & Z Plan | | D Plan | | X Plan | | FPA | | AA | |
| 892 | | 29771.75 | | 28782.75 | | 28882.75 | | 29927.66 | | 416.00 | | 446.00 | |

This invoice to be used for the billing of vehicles only

Dealer's copy



Date: 03/25/2020 9:25 AM
 Salesperson: CHELAINE PIERCE
 Manager: Joseph Mitchell

FOR INTERNAL USE ONLY

| | | |
|-----------------|-----------------------------|----------------------------|
| CUSTOMER | Crook County | Home Phone: |
| | PO BOX 1671 | |
| Address : | PRINEVILLE, OR 97754 | Work Phone: |
| | CROOK CO | |
| E-Mail : | bld@co.crook.or.us | Cell Phone: (541) 447-3211 |

VEHICLE

| | | | |
|-------------------------------------|-------------------------|-------------------------|-------------|
| Stock # : 1427 | New / Used : New | VIN : NM0LS7F28L1441427 | Mileage : 0 |
| Vehicle : 2020 Ford Transit Connect | | Color : WHITE | |
| Type : XLT Cargo Van | | | |

TRADE IN

| | | |
|-----------|---------|-----------|
| Payoff : | VIN : | Mileage : |
| Vehicle : | Color : | |
| Type : | | |

| | |
|------------------|-----------|
| Selling Price | 31,015.00 |
| Discount | 2,493.25 |
| Adjusted Price | 28,521.75 |
| | |
| | |
| | |
| | |
| Total Purchase | 28,521.75 |
| Trade Allowance | |
| Trade Difference | |
| | |
| Doc Fee | 115.00 |
| Tax | 142.61 |
| CAT Tax Fees | 105.53 |
| Trade Payoff | |
| Cash Deposit | |
| Balance | 28,884.89 |

Customer Approval:

Management Approval:

Joe Mitchell

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



Date: 02/18/2020 12:47:22 PM
 Salesperson: CHELAINE PIERCE
 Manager: Joseph Mitchell

FOR INTERNAL USE ONLY

CUSTOMER City Prineville Home Phone: (541) 447-4168
 Address : 400 NE 3RD ST
 PRINEVILLE, OR 97754-1921 Work Phone:
 CROOK CO
 E-Mail : Cell Phone:

VEHICLE

Stock # : New / Used : **New** VIN : Mileage : 0
 Vehicle : 0 Color :
 Type :

TRADE IN

Payoff : VIN : Mileage :
 Vehicle : Color :
 Type :

| | |
|----------------|-----------|
| Selling Price | 29,885.00 |
| Discount | 1,149.00 |
| Rebate | 1,250.00 |
| Adjusted Price | 27,486.00 |

| | |
|----------------|-----------|
| Total Purchase | 27,486.00 |
|----------------|-----------|

| | |
|-----------------|--|
| Trade Allowance | |
|-----------------|--|

| | |
|------------------|--|
| Trade Difference | |
|------------------|--|

| | |
|-------|-------|
| Plate | 24.50 |
|-------|-------|

| | |
|---------|--------|
| Doc Fee | 150.00 |
|---------|--------|

| | |
|-----|--------|
| Tax | 137.43 |
|-----|--------|

| | |
|--------------|--------|
| Non Tax Fees | 448.32 |
|--------------|--------|

| | |
|--------------|--|
| Trade Payoff | |
|--------------|--|

| | |
|--------------|--|
| Cash Deposit | |
|--------------|--|

| | |
|---------|-----------|
| Balance | 28,246.25 |
|---------|-----------|

Customer Approval:

Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Quote from TS&S (not accepted)

3 VAL-001516 OR 9-NORM, L1, 201516, LB043 14449

UNC CERT CRRT TRD / RAMP BOND CAMP E-JOK EXEL

NM01STB22 L1465899 NB

GL13



Go Further
ford.com

VEHICLE DESCRIPTION
2020 XL CARGO VAN LWB
121" WHEELBASE
2.0L CDI 4 ENGINE
8 SPD AUTO TRANSAXLE

TRANSIT CONNECT

L1 465899

EXTERIOR
FROZEN WHITE METALLIC
INTERIOR
EBONY CLOTH SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
• BODY SIDE MOLDINGS - BLACK
• BUMPERS - BLACK
• DOOR HANDLES - BLACK
• DOORS - DUAL SLIDING SIDE
• 180-DEGREE SWING-OUT REAR
• GRILLE - 3.5" X 4" BLACK
• HILL DESCENDERS - AUTO LAMP
• WIPERS - RAIN-SENSING

INTERIOR
• 6-WAY MANUAL DRIVER'S-4-WAY
MANUAL PASSENGER SEATS
• AIR COND, MANUAL, FRONT
• BLACK VINYL FLOOR COVERING
• CARGO TIE-DOWN HOOKS
• FLOOR CONSOLE W/ CUP-HOLDERS
• REAR BENCH SEAT
• POWER WINDOWS
• SMART CHARGING USB PORT (1)
• STEERING - TILT/TELESCOPIC

FUNCTIONAL
• BRAKES - 4-WHEEL DISC/ABS
• FORWARD COLLISION MITIGATION
• HILLSIDE DESCENDERS
• FRONT WHEEL DRIVE
• FUEL TANK - 15.8 GAL
• HILL START ASSIST
• LIGHT, REAR CARGO
• LIGHT, REAR CARGO
• POWER WINDOWS & LOCKS
• PRE-COLLISION ASSIST W/ AEB
• REAR VIEW CAMERA
• REMOTE KEYLESS ENTRY

SAFETY/SECURITY
• ADVANCED TRAC WITH RSC
• AIRBAGS - DUAL STAGE FRONT
• AIRBAGS - FRONT SEAT
• MOUNTED SIDE IMPACT
• CURTAINS
• EMERGENCY BRAKE ASSIST
• SECONDARY PASS AIRBAG
• TIRE PRESSURE MONITOR SYS
• WABRANTY
• 5-YR/60,000 POWERTRAIN
• 5-YR/60,000 BUMPER / BUMPER
• 5-YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE
ORDER CODE 100A

(MSRP)

OPTIONAL EQUIPMENT/OTHER
• 80 STATE EMISSIONS
• HEAVY DUTY BATTERY
• CRUISE CONTROL
• TRAILER TOW PACKAGE
• SYNC3/AR CAM/SHD
• KEY FOBBS - 2 ADDITIONAL

NO CHARGE
NO CHARGE
\$395.00
\$595.00
\$65.00

PRICE INFORMATION
BASE PRICE
TOTAL OPTIONS/OTHER
TOTAL VEHICLE & OPTIONS/OTHER
DESTINATION & DELIVERY

\$25,275.00
1,085.00
26,360.00
1,285.00

25,385.00 + accessories

TOTAL MSRP \$27,625.00

CH42

CONVOY

74-S200 OR 2

Whether you decide to lease or finance your vehicle, you'll find the options that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act, Georgia, Tennessee, and Title Fees, State and local taxes are not included. Dealer installed options or accessories are not included unless listed above.

LB043 N RB92X 035 001516 02 04 20

03/03/2020

EPA Fuel Economy and Environment

Fuel Economy
25 MPG
combined city/hwy

24 city 27 highway

Spec. Purpose vehicles range from 15 to 26 mpg. The 1st vehicle rates 1.36 mpg.

You spend \$500 more in fuel costs over 5 years
compared to the average new vehicle.

Annual fuel cost \$1,600

Fuel Economy & Greenhouse Gas Rating

Smog Rating

fuelconomy.gov

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Driver Not Rated
Passenger Not Rated

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

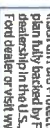
Side Front seat Not Rated
Rear seat Not Rated

Based on the risk of injury in a side impact.

Rollover Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-800-327-4235



Read on Text Message to 80083

WARNING: Operating, servicing and maintaining a passenger vehicle pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



Crook County Legal Counsel

Mailing Address: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919
Physical Address: 267 NE 2nd St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, Crook County Counsel

DATE: March 25, 2020

RE: *Amendment 6 to IGA 159807 – Financing of Public Health Services re COVID-19 related Emergency*
Our File No.: Health 57(H)

Commissioners,

This request is unusual, but as further explained below, I earlier recommended that the attached 6th Amendment to IGA No. 159807 be approved by one commissioner without waiting for a public meeting.

IGA No. 159807 is the omnibus public health financial assistance agreement with OHA. The County has received the attached sixth amendment, which relates to funding specifically to address expenses related to the COVID-19 coronavirus pandemic. The amount of the additional funding is \$52,246.00. Under the County's normal rules and Crook County Code 3.12.040, this amendment would be approved at a regularly scheduled meeting of the entire County Court. Other than increasing funding to the County, the 6th Amendment does not materially alter the terms of the underlying funding agreement.

However, Governor Kate Brown declared a statewide emergency on March 7 (signed and memorialized on March 8), and Crook County approved Order 2020-21 declaring a local public health emergency on March 13, 2020. Among the provisions of Order 2020-21 is a statement that emergency procurements which may be necessary or prudent to address the public health emergency have been authorized. As of yesterday, we have been reliably informed that 18 of Oregon's 36 counties, plus a number of cities, have declared local emergencies, and a variety of federal actions have recently been adopted.¹

Muriel DelaVergne-Brown, the County's public health director, has recommended that the additional funding provided by this 6th Amendment is needed in the immediate future, and will be deployed to address COVID-19-related public health needs.

¹ For instance, the adoption of the Families First Coronavirus Response Act on or about March 19.

Under these unusual circumstances, and considering that (1) there exists a declared local public health emergency; (2) the County's public health director recommends that the 6th amendment be approved as soon as possible in order to further the activities of the public health department in addressing that declared emergency; (3) that the 6th amendment's only material affect is to increase funding to Crook County, to be used to address the present public health emergency; and (4) the next regular County Court meeting is not until April 1, it is my legal advice that this 6th Amendment can be executed by one commissioners' signature.

In order that the public can be kept apprised, I also recommend that this matter be discussed at the April 1 meeting, so that a record of the execution of this 6th amendment can be included in the minutes of the County Court.

Please let me know if you have any questions.

Agreement #159807



**SIXTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Sixth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Crook County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to e.g. modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

- Exhibit A "Definitions", Section 18 "Program Element" is amended to add Program Element titles and funding source identifiers as follows:

| PE NUMBER AND TITLE • SUB-ELEMENT(S) | FUND TYPE | FEDERAL AGENCY/ GRANT TITLE | CFDA# | HIPAA RELATED (Y/N) | SUB- RECIPIENT (Y/N) |
|---|----------------------|--|--------------|------------------------------------|-------------------------------------|
| PE 01-01 State Support for Public Health (SSPH) | GF | N/A | N/A | N | N |
| • PE 01-03 ACDP - Adult Viral Hepatitis | FF | CDC/Adult Viral Hepatitis | 93.270 | N | Y |
| • PE 01-04 LPHA COVID-19 Response | GF | N/A | N/A | N | N |

- Exhibit B Program Element #01 "State Support for Public Health" is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
- Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
- LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. The parties expressly ratify the Agreement as herein amended.
8. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
9. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

10. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: SETH CRAWFORD
Title: COUNTY JUDGE
Date: APRIL 1, 2020

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Exempt per Executive Order 20-03, “Declaration of Emergency Due to Coronavirus (COVID-19) Outbreak in Oregon”.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

Attachment A
Program Element Description

Program Element #01: State Support for Public Health (SSPH)

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Disparities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in Oregon Administrative Rule 333-018-0015.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

- a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

| Program Components | Foundational Program | | | | | Foundational Capabilities | | | | | | |
|--|----------------------|---------------------------------|----------------------|-------------------|---|--|---|-----------------------------------|-----------------------------|-------------------|----------------|-------------------------------------|
| | CD Control | Prevention and health promotion | Environmental health | Population Health | Access to clinical preventive services Direct services | Leadership and organizational competencies | Health equity and cultural responsiveness | Community Partnership Development | Assessment and Epidemiology | Policy & Planning | Communications | Emergency Preparedness and Response |
| Asterisk (*) = Primary foundational program that aligns with each component | | | | | | X = Foundational capabilities that align with each component | | | | | | |
| X = Other applicable foundational programs | | | | | | | | | | | | |
| Epidemiological investigations that report, monitor and control Communicable Disease (CD). | * | | | | | | X | | X | | | X |
| Diagnostic and consultative CD services. | * | | | | | | | | X | | | |
| Early detection, education, and prevention activities. | * | | | | | | X | | X | | X | |
| Appropriate immunizations for human and animal target populations to reduce the incidence of CD. | * | | | | X | | X | | | | | |
| Collection and analysis of CD and other health hazard data for program planning and management. | * | | | | | | X | | X | X | | X |

- b. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

- c. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:**

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete "priority" fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA's Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

- g. The following must be delivered in accordance with the indicated procedural and operational requirements:

1. COVID-19

LPHA must:

- Submit a budget plan and narrative within 30 days of receiving award. Refer to LPHA COVID-19 Budget Guidance document for terms and conditions.
- OHA will send “Budget Narrative Template”, “Budget Guidance” and any other applicable documents that OHA may identify.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

| Fiscal Quarter | Due Date |
|---------------------------------|------------|
| First: July 1 – September 30 | October 30 |
| Second: October 1 – December 31 | January 30 |
| Third: January 1 – March 31 | April 30 |
| Fourth: April 1 – June 30 | August 20 |

6. **Reporting Requirements.** Not applicable.

7. Performance Measures.

LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

- a. Percent of gonorrhea Cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea Case reports with complete “priority” fields.

Attachment B
Financial Assistance Award (FY19)

| State of Oregon Oregon Health Authority Public Health Division | | | Page 1 of 3 | |
|--|--------------------------|---|--|--|
| 1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip Code: 97754 | | 2) Issue Date March 16, 2020 | This Action AMENDMENT FY 2020 | |
| | | 3) Award Period From July 1, 2019 Through June 30, 2020 | | |
| 4) OHA Public Health Funds Approved | | | | |
| Program | Award Balance | Increase/ (Decrease) | New Award Bal | |
| PE01-01 State Support for Public Health | 27,428 | 0 | 27,428 | |
| PE01-04 COVID19 Response | 0 | 52,246 | 52,246 | |
| PE12 Public Health Emergency Preparedness and Response (PHEP) | 71,715 | 0 | 71,715 | |
| PE13-01 Tobacco Prevention and Education Program (TPEP) | 96,487 | 0 | 96,487 | |
| PE36 Alcohol & Drug Prevention Education Program (ADPEP) | 61,250 | 0 | 61,250 | |
| PE40-01 WIC NSA: July - September | 38,884 | 0 | 38,884 | |
| PE40-02 WIC NSA: October - June | 119,319 | 0 | 119,319 | |
| PE40-05 Farmer's Market | 665 | 0 | 665 | |
| PE42-03 MCAH Perinatal General Funds & Title XIX | 2,081 | 0 | 2,081 | |
| PE42-04 MCAH Babies First! General Funds | 6,652 | 0 | 6,652 | |
| PE42-06 MCAH General Funds & Title XIX | 3,903 | 0 | 3,903 | |
| PE42-07 MCAH Title V (July-Sept) | 5,097 | 0 | 5,097 | |
| PE42-08 MCAH Title V (Oct-June) | 15,292 | 0 | 15,292 | |
| PE42-09 MCAH Oregon Mothers Care Title V (July-Sept) | 2,384 | 0 | 2,384 | |
| PE42-10 MCAH Oregon Mothers Care Title V (Oct-June) | 7,152 | 0 | 7,152 | |
| PE43 Public Health Practice (PHP) - Immunization Services (Vendors) | 10,632 | 0 | 10,632 | |
| PE44-01 SBHC Base | 60,000 | 0 | 60,000 | |
| PE44-02 SBHC - Mental Health Expansion | 64,760 | 0 | 64,760 | |

| State of Oregon Oregon Health Authority Public Health Division | | | Page 2 of 3 | |
|--|---|---|-------------------------|--|
| 1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip Code: 97754 | | 2) Issue Date March 16, 2020 | | This Action AMENDMENT FY 2020 |
| | | 3) Award Period From July 1, 2019 Through June 30, 2020 | | |
| 4) OHA Public Health Funds Approved | | | | |
| Program | | Award Balance | Increase/ (Decrease) | New Award Bal |
| PE46-02 | RH Community Participation & Assurance of Access (July - Mar) | 0 | 0 | 0 |
| PE46-03 | RH Community Participation & Access (State Funds) | 15,051 | 0 | 15,051 |
| PE46-04 | RH Community Participation & Access Federal Funds (July-Mar) | 589 | 0 | 589 |
| PE50 | Safe Drinking Water (SDW) Program (Vendors) | 31,247 | 0 | 31,247 |
| PE51-01 | LPHA Leadership, Governance and Program Implementation | 33,510 | 0 | 33,510 |
| | | 674,098 | 52,246 | 726,344 |
| 5) Foot Notes: | | | | |
| PE01-01 | 1 | Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget. | | |
| PE01-01 | 2 | 8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one. | | |
| PE01-04 | 1 | 3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020. Must submit a budget and narrative within 30 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from FY20 to FY21. R/E report due by August 20, 2020. | | |
| PE13-01 | 1 | Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd | | |
| PE13-01 | 2 | 8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one. | | |
| PE40-05 | 1 | 7/2019: Funding available SFY2020 July - December 2019 | | |
| PE42-07 | 1 | Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. | | |
| PE42-08 | 1 | Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. | | |
| PE42-09 | 1 | Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. | | |
| PE42-10 | 1 | Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details. | | |
| PE46-03 | 1 | 7/2019: Funding is for July 15, 2019 - June 30, 2020 | | |
| PE46-04 | 1 | 7/2019: Funding for July 1-14, 2019 | | |
| PE51-01 | 1 | 9/2019: Funding is for period of October 1, 2019-June 30, 2020 | | |
| 6) Comments: | | | | |
| PE01-04 | 3/2020: | SFY20 COVID-19 Funding 1/21/2020-6/30/2020 | | |

| State of Oregon Oregon Health Authority Public Health Division | | | Page 3 of 3 |
|--|---|---|--------------------------|
| 1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip Code: 97754 | 2) Issue Date March 16, 2020 | This Action AMENDMENT FY 2020 | |
| | | 3) Award Period From July 1, 2019 Through June 30, 2020 | |
| 4) OHA Public Health Funds Approved | | | |
| Program | Award Balance | Increase/ (Decrease) | New Award Bal |
| PE12 | 11/2019: \$1,590 award increase for scholarship funding for Oregon Prepared or OR-Epi | | |
| PE13-01 | 8/2019: Amending to add 2 months of funding (total award is now for July-November 2019) | | |
| PE13-01 | 11/2019: Amending award total to \$96,487 for SFY20 (July 2019-June2020) All previous footnotes and comments are void and replaced by this one. | | |
| | comments are void and replaced by this one | | |
| PE40-01 | Initial SFY20: spend \$7,777 Nutrition Education, \$1,527 Breastfeeding Promotion by 9/30/19 | | |
| PE40-02 | Initial SFY20: spend \$23,330 Nutrition Education, \$4,581 Breastfeeding Promotion by 6/30/20 | | |
| PE40-02 | 10/2019: \$120 award increase is to support Certifier Academy Kick-Off | | |
| PE40-02 | 11/2019: \$2,548 awarded for Ed Message Svc costs for 10/1/19-6/30/20 | | |
| PE44-02 | 7/2019: MH Expansion funding increase | | |
| PE46-02 | 7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04 | | |
| PE46-03 | 7/2019: State Funding for July 15, 2019 – June 30, 2020 | | |
| PE46-04 | 7/2019: Federal Funding for July 1 – July 14, 2019 only | | |
| 7) Capital outlay Requested in this Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. | | | |
| PROGRAM | ITEM DESCRIPTION | COST | PROG APPROV |
| | | | |
| | | | |

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 159807-6, hereinafter referred to as "Document."

I, SETH CRAWFORD CROOK COUNTY JUDGE
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

CROOK COUNTY, OREGON by email.

Contractor's name

On **APRIL 1, 2020**
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

| | |
|-----------------------|----------|
| | 4.1.2020 |
| Authorizing signature | Date |

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

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IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF EXTENDING THE
DURATION OF THE DECLARATION OF
PUBLIC HEALTH EMERGENCY IN
CROOK COUNTY IN RESPONSE TO
THE OUTBREAK OF COVID-19**

**ORDER and RESOLUTION
2020-22**

WHEREAS, ORS 401.309 empowers a county to declare a state of emergency “by ordinance or resolution;” and

WHEREAS, on March 13, 2020, the Crook County Court declared a public health emergency in response to the global pandemic of the COVID-19 coronavirus. That declaration was memorialized in Order and Resolution 2020-21; and

WHEREAS, the original duration of Order and Resolution 2020-21 was thirty (30) days, which would last until Sunday, April 12, 2020. Based upon the advice of public health officials at the local, state, and federal levels, the present emergency conditions are expected to continue beyond that date.

NOW, THEREFORE, based upon the foregoing, it is hereby **ORDERED and RESOLVED** that:

Section One: The state of emergency declared on March 13, 2020 will continue until Thursday, June 11, 2020, unless sooner terminated or extended by the County Court.

Section Two: In furtherance of any emergency procurements made necessary or prudent to respond to the public health emergency, and pursuant to Crook County Code 3.12.100, a single member of the County Court is authorized to execute contracts in the County’s name regardless of the dollar value limits established by Crook County Code 3.12.040.

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Section Three: The provisions of the Declaration of Public Health Emergency contained in Order and Resolution 2020-21 continue in full force and effect.

DATED this 1st day of April 2020.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

| <u>Vote:</u> | Aye | Nay | Abstain | Excused |
|---------------|-------|-------|---------|---------|
| Seth Crawford | _____ | _____ | _____ | _____ |
| Jerry Brummer | _____ | _____ | _____ | _____ |
| Brian Barney | _____ | _____ | _____ | _____ |

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

**AN ORDINANCE REMOVING AND
REPLACING CHAPTER 8.12 OF THE
CROOK COUNTY CODE
REGARDING PUBLIC BURNING**

ORDINANCE NO. 319

WHEREAS, Crook County Code Chapter 8.12 established rules and regulations for public burning; and

WHEREAS, since Chapter 8.12 was first adopted in 1987, laws and administrative guidance regarding public burning have changed, such that a wholesale updating of the County's outdoor burning provisions is prudent; and

WHEREAS, unsafe outdoor burning practices present risks to the health, safety, and welfare of the local community, creating potentially dangerous situations regarding air quality, fire prevention, and other matters; and

WHEREAS, it is a matter of county concern to strictly regulate the application, permitting, and conduct of outdoor burning.

NOW THEREFORE, the Crook County Court ordains as follows:

Section One: The above recitals are adopted into and made a part of this Ordinance No. 319 as the County's findings of fact.

Section Two: Crook County Code Chapter 8.12 is hereby deleted in its entirety and replaced with a new chapter 8.12, to read as depicted in the attached Exhibit A.

Section Three: If any portion of this Ordinance No. 319 or its application to any person or circumstance is found by a court of competent jurisdiction to be invalid, all of other portions of this Ordinance will remain in full force and effect.

///

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Date of 1st Reading: 4-1-2020

Date of 2nd Reading: _____

Approved this ____ day of _____, 2020.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

Record of Adoption Vote

| <i>Commissioner</i> | <i>Yes</i> | <i>No</i> | <i>Abstained</i> | <i>Excused</i> |
|---------------------|------------|-----------|------------------|----------------|
| Seth Crawford | _____ | _____ | _____ | _____ |
| Jerry Brummer | _____ | _____ | _____ | _____ |
| Brian Barney | _____ | _____ | _____ | _____ |

EXHIBIT A

Chapter 8.12 OUTDOOR BURNING

8.12.010 Definitions.

As used in this section, the following definitions shall apply:

- (1) **COUNTY** means the County of Crook.
- (2) **COMPLETELY EXTINGUISHED** means no smoldering material, ashes, embers, or smoke present in or coming from the outdoor burning site.
- (3) **FIRE SEASON** is that part of a year that Crook County Fire and Rescue designates, based upon weather, the amount of fuel, and moisture content of the fuel, as to when the likelihood of fire is greatly increased. Historically, the fire season runs from a day in June through a day in September of each year.
- (4) **NO BURN DAY** means a day designated by Crook County Fire and Rescue in which certain outdoor burning is inappropriate and/or unsafe.
- (5) **OPEN PILE, OPEN BURN PILE, or BURN PILE** shall mean an open, outdoor, ground-level fire with a fuel area larger than a recreational fire.
- (6) **OUTDOOR BURNING** means burning material outdoors in a burn barrel, open burn pile, recreational fire, or for agricultural, commercial, construction, or demolition purposes.
- (7) **PERMIT** means a printed or digital copy of the Crook County Fire and Rescue Outdoor Burning Regulations, available at 500 Northeast Belknap St., Prineville, Oregon 97754 or online at www.crookcountyfireandrescue.com.
- (8) **RECREATIONAL FIRE** means an open, outdoor, ground-level fire in which the total fuel area shall be three feet or less in diameter and two feet or less in height.
- (9) **RESPONSIBLE PERSON** for the purposes of this section, the following persons are considered a responsible person for outdoor burning in violation of this rule:
 - (a) Each person who is in ownership, control, or custody of the real property on which open burning occurs, including any tenant thereof;
 - (b) Each person who is in ownership, control, or custody of the material that is burned; and
 - (c) Any person who causes or allows open burning to be initiated or maintained.

8.12.020 Burn Permits.

Before initiating any outdoor burning, a responsible person shall obtain and read the permit, and thereafter keep a copy of the permit at the burn site until the fire is completely extinguished.

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8.12.030 Outdoor Burning Requirements.

- (1) **Outdoor Burning.** For all outdoor burning, the following restrictions and requirements apply:
 - (a) There shall be no burning upon restriction by Crook County Fire and Rescue due to fire/safety conditions. Prior to burning, the burn permit holder shall check the Crook County Fire and Rescue website, the County's website, or call (541) 447-2876 to verify that burning is allowed.
 - (b) There shall be a person 14 years of age or over who is equipped with adequate fire-suppression equipment and physically present at every outdoor burning until the fire is completely extinguished.
 - (c) Burning shall be conducted in a manner and in conditions that:
 - (A) Prevent any burning materials, sparks, or embers from reaching or getting near to any combustible material;
 - (B) Will not create a nuisance or a hazard to public safety.
 - (d) There shall be no burning of any wet garbage, plastic, asbestos, wire insulation, automobile part, asphalt, petroleum product, petroleum treated material, rubber product, animal remains, or animal or vegetable matter resulting from the handling, preparation, cooking, or service of food or of any other material which normally emits dense smoke or noxious odors.
- (2) **Burn Barrels.** Persons burning in a burn barrel must meet all the following requirements in addition to the requirements under subsection (1) of this section:
 - (a) The burn barrel must be covered with a maximum one-quarter-inch screen in good condition.
 - (b) There shall be no holes in the burn barrel except for air holes not less than one-quarter inch in diameter. There shall be no holes in the burn barrel caused by rust rot.
 - (c) Only dry paper shall be burned in the burn barrel.
 - (d) The burn barrel shall be at least 25 feet away from any combustibles, structures, or property boundary line, with a fuel break of 10 feet exposing mineral soil around the burn barrel.
 - (e) All burning in burn barrels may be done daily except for holidays designated under Oregon law and No Burn days. Burning may commence at 9:00 a.m. and shall be completely extinguished before sunset, except during a fire season when burning shall be completely extinguished by noon.
- (3) **Open Piles.** Persons burning an open pile must meet the following requirements in addition to those requirements in subsection (1) of this section:
 - (a) Burn piles may not exceed six feet in diameter and six feet in height.
 - (b) The open pile shall be at least 25 feet away from any combustibles, vegetation, structures, or property boundary line, with a fuel break of 10 feet exposing mineral soil around the open pile.
 - (c) All burning in open piles may be done daily except for holidays designated under Oregon law, on No Burn days, and during the fire season. Burning may commence at 9:00 a.m. and shall be completely extinguished before sunset.

- (d) This subsection (3) shall not apply to any fire in which the Crook County Fire and Rescue has agreed to participate.
- (4) **Recreational Fires.** In addition to those requirements in subsection (1) of this section, a recreational fire shall be at least 25 feet away from any combustibles, structures, or property boundary, with a fuel break of 10 feet exposing mineral soil around the recreational fire.
- (5) **Commercial, Construction, and Demolition Open Fires.** In addition to those requirements in subsection (1) of this section, all commercial, construction, and demolition open burning is permitted only upon compliance with the relevant Oregon Revised Statutes and OAR 340-264-0180, which may require receipt of a Letter Permit from the Department of Environmental Quality.
- (6) **Agricultural and Forestry Fires.** In addition to those requirements in subsection (1) of this section, prior to the issuance of a burn permit for any agricultural or forestry fires, the applicant must call Crook County Fire and Rescue, at 541-447-5011, and provide the Legal Description and Acres/Hazards/Water information described on the permit for final approval. Burning may commence at 9:00 a.m. and shall be completely extinguished one hour after sunset. Any State and public protected lands require additional authorization from the appropriate governmental entity.

8.12.040 Authority.

- (1) The Crook County Fire and Rescue Fire Chief is empowered to implement the outdoor burning regulations of this section through Crook County Fire and Rescue programs.
- (2) Crook County Fire and Rescue and Crook County Sheriff are empowered to enforce the County's outdoor burn regulations.
- (3) There shall be no burning as restricted by the Crook County Fire and Rescue due to fire/safety conditions.
- (4) Any outdoor burning not in compliance with this section, or any outdoor burning that creates or adds to a hazardous situation, shall be extinguished upon the order of Crook County Fire and Rescue or Crook County Sheriff personnel.

8.12.050 Penalties.

The maximum penalty for each violation of this section shall be \$500.00. Upon a first conviction the fine shall be not less than \$50.00. Upon a second conviction the fine shall be not less than \$100.00. Upon the third and any subsequent convictions, the fine shall be \$500.00, and the responsible person shall be prohibited from any outdoor burning for a period of one year from the date of the last fine.