

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County 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.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content maybe added, removed or changed between when this file is posted online and when the County Court meeting is held. The material contained herein maybe changed at any time, with or without notice.

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

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

If you are interested in obtaining additional coples of any of the documents contained herein, they maybe obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website.

**CROOK COUNTY COURT MINUTES
OF JULY 6, 2022 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on July 6, 2022, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Director Kim Barber; Director Dodge Kerr; Accounting Manager Christina Haron; Assessor Jon Soliz; Road Master Bob O'Neal; Shop Superintendent James Staniford; Manager Tim Deboodt; Sheriff John Gautney; Administrative Assistant Stephanie Wilson, Chief Deputy Appraiser Shawn Christopherson and members of the public.

REGULAR SESSION

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

Public Comment: None

MOTION to approve the Consent Agenda as presented with these changes, add personnel action form, move item nineteen to consent and correction to the June 15th Knife River minutes. Motion seconded. No discussion. Motion carried 2-0.

Appearances / Item #17: Missy Steinhaus presented the Court with a plat for Ironhorse 1, phase 2 for signatures.

MOTION to authorize the signing of Ironhorse phase 2 plat and to authorize Judge Crawford to sign out of Court. Motion seconded. No further discussion. Motion carried 2-0.

Discussion item #18: Susan Baker from Republic Services attended today's meeting to finalize the discussion from the June 22nd Work Session regarding the 9% rate adjustment. A public hearing was held, with no comments from the public.

MOTION to pass Order 2022-30, Solid Waste Franchisee Rates at 9%. Motion seconded. No further discussion. Motion carried 2-0.

Discussion item #20: Redemption House Ministries applied for a Solid Waste Fee Credit and was granted \$750.

MOTION to approve the Solid Waste Fee Credit for Redemption House Ministries in the amount of \$750. Motion seconded. No further discussion. Motion carried 2-0.

Discussion item #21: After completing a comparator data review it was determined that there are not any harmful discriminatory hiring practices in the County.

MOTION to approve Order 2022-26, adopting the Crook County Equal Opportunity Plan for 2022-2024. Motion seconded. No further discussion. Motion carried 2-0.

Discussion item #22: There was a discrepancy within the fee schedule, the site plan review for an accessory structure under 200 ft, should be for a structure under 2,000 feet.

MOTION to Approve Order 2022-29, correction of a scrivener's error, County fee schedule. Motion seconded. No further discussion. Motion carried 2-0.

At 9:30 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

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

MOTION to request realtor of record correspond with the counter party as discussed during the Executive Session. Motion seconded. No further discussion. Motion carried 2-0.

MOTION to request realtor of record prepare counter offer as discussed in Executive Session and authorize signing outside of Court. Motion seconded. No further discussion. Motion carried 2-0.

There being no further business before the Court, the meeting was **adjourned at 10:10 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF JULY 5, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on July 5, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Director Kim Barber; Manager Kim Herber; Director Dodge Kerr; Assessor Jon Soliz and Administrative Assistant Stephanie Wilson.

WORK SESSION

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

Agenda Item #1, EDCO Contribution Increase Request: EDCO and the Prineville Chamber of Commerce had requested additional contributions from the County. The County had budgeted \$50,000 for EDCO and \$25,000 for the Chamber. Claim sheets will be prepared and sent to finance.

Agenda Item #2, GASB 87 Lease Standards: At the recommendations of Pauly Rogers & Co., Finance Director Dodge Kerr researched software programs for GASB 87 lease standards. After researching three programs, Mr. Kerr recommends the purchase of Debt Books.

MOTION to award contract to Debt Books as reflecting the best value to the County. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #3, Measure 109 Psilocybin Ordinance Discussion: County Counsel Eric Blaine discussed Measure 109, allowing Psilocybin to be produced in Crook County. The County has the option of placing this Measure on the November ballot, however, before any decisions are made the Court would like to speak with the City of Prineville.

There being no further business before the Court, the meeting was **adjourned at 9:22 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF JULY 12, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on July 12, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Director Will VanVactor; Building Official Randy Davis; Manager Casey Daly; Director Dodge Kerr; Director Kim Barber; Manager Kim Herber; Manager Tim Deboodt; Assessor Jon Soliz; Manager Mike Ryan; Sheriff John Gautney; Manager Brent Bybee and Director April Witteveen.

WORK SESSION

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

Agenda Item #1, Oregon Wildfire Risk Map: Community Development Director Will VanVactor discussed the Oregon Wildfire Risk Map created by the State due to Senate Bill 762. The Risk Map contains five classifications, these classifications will affect insurance and future building regulations. If members of the public are dissatisfied with their classification, they are encouraged to file an appeal with the State of Oregon.

Agenda Item #2, Community Development Update: Building Official Randy Davis and Community Development Director Will VanVactor updated the Court on Community Developments permits and inspections for June.

Agenda Item #3, Party Works Contract: Due to Deschutes County Fair moving the date of their fair up one week, the Crook County Fair was forced to move their fair up one week too. As a result, the contracted date Crook County had for the carnival was off by one week, unfortunately the new date did not work for the carnivals schedule. The Fairgrounds sought alternative entertainment through Party Works Rental Services. Due to time constraints Manager Casey Daly asked the Court approve the Party Works Contract at today's Work Session.

MOTION to rental services contract with Portland Party Works. Motion seconded. No further discussion. Motion carried 2-0.

MOTION to allow Casey Daly to sign on behalf of the County. Motion seconded. No further discussion. Motion carried 2-0.

Agenda Item #4, Soil and Water Conservation District Contribution: Andy Gallagher appeared at the May 24th Work Session requesting the County's donation to the Soil and Water Conservation District be raised to \$25,000. The Finance Department will prepare an Order for the extra contribution and bring it before a Regular Court Meeting.

Agenda Item #5, Expired Vehicle Use Agreement with OSU: Mobile Computer Classroom: The vehicle use agreement the County has with OSU for the mobile computer classroom expired July 1, 2022. The County had sent a certified letter to OSU in May of 2022 regarding the expiring agreement, OSU did not respond until the afternoon of June 30th stating they would like to renew the agreement. The Sheriff's Office expressed interest in using the vehicle as a mobile command station as they currently do not have one. Since the agreement is expired the Court stated they would like the vehicle returned and for it to be used by the Sheriff's Office.

At 10:01 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

EXECUTIVE SESSION

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

MOTION to direct staff to proceed as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:16 a.m.**

Respectfully submitted,

Amy Albert

Crook County Foundation

PEP Grant Agreement

Grantee: Crook County Fairgrounds

Federal Tax ID number:

Grant Period: At the discretion of the grantee

Payment Schedule: Paid in full within 5-7 business days of signature of grant agreement

Total Amount of Grant: Balance of PEP funds TBD – fund value as of June 24, 2022, is \$27,518.71

Purpose of Grant: To enlarge Grizzly Mt. Pavilion using framework now in place. This will add an additional 1800 square feet (18' X 100') to the existing building. This will create more space for exhibits and events as well as more seating for banquets. PEP's goals are to achieve economic development for the community. This project will create more dollars for the fairgrounds, businesses, and the Chamber of Commerce.

_____ (name of organization) accepts its grant from the Crook County Foundation subject to the following terms and conditions:

- A. Grantee is a non-profit 501(c)(3) or public organization.
- B. This project/organization receiving grant funds is based in Crook County.
- C. This grant will be used only for Grantee's charitable and educational activities. While the Crook County Foundation understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any Crook County Foundation grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above and may not be expended for any other purposes without the Crook County Foundation's prior written approval. Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Crook County Foundation may request that Grantee return any unexpended grant funds remaining at the end of the project period.
- D. Grantee will provide to the Crook County Foundation a brief annual report on how the funds were expended.

Signature of official representative:

Printed Name: _____

Title: _____

Address: _____

City/State/ZIP: _____

Phone: _____

Email: _____

Date: _____

Please return to:

Rebekah Lambert, Crook County Foundation, Box 1061, Prineville, Oregon 97754,
info@crookcountyfoundation.org

MEMO

TO: Crook County Court

FROM: County Counsel

DATE: July 12, 2022

RE: *Janitorial Services RFP w/ Suds 'n the Bucket*
Our File No.: FACILITIES 37

The County executed Amendment 4 to Professional Services Contract with Suds 'n the Bucket on May 18, 2022; however, the IT/GIS area (B20) was not included in the estimate, although it was included in the scope of work.

Amendment 5 adds IT/GIS (B20) to the estimate, increasing the monthly total from \$15,309.46 to \$16,269.46 (\$960). No other changes were made.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 20, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.

AMENDMENT 5
To Professional Services Contract

This Amendment 5 is entered into by **Suds n' the Bucket Professional Cleaning Services, LLC** (hereinafter "Contractor"), and **Crook County**, a political subdivision of the State of Oregon (hereinafter "County"); collectively, Contractor and County may be referred to as "the Parties."

RECITALS

WHEREAS, Contractor and County are parties to that certain Professional Services Contract (hereinafter "the Agreement") effective July 1, 2021, as amended, for the provision of janitorial services as more fully described in the Agreement;

WHEREAS, the Parties desire to amend the scope of services provided by Contractor;

WHEREAS, the Parties wish to continue the terms of the Agreement as modified by this Amendment 5.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, Contractor and County agree as follows:

Section One: The Recitals listed above are incorporated herein by reference.

Section Two: Exhibit F of Amendment 4 to the Agreement as amended is hereby modified to add: "B2O-GIS/IT 2x per week," as attached and incorporated herein.

Section Three: Paragraph 3 of Amendment 4 to the Agreement is hereby amended such that Contractor's fee for services on the amended Exhibit F shall be \$16,269.46 per month.

Section Four: Except as amended by this Amendment 5, all other terms of the Agreement remain in full force and effect.

Section Five: This Amendment 5 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, Contractor and County have executed this Amendment effective the earlier of the date last signed below or July 1, 2022.

CONTRACTOR

COUNTY

Suds n' the Bucket Professional Cleaning Services, LLC

Crook County Court

By: Nicole Krider
Signature

Brian Barney, County Commissioner

Nicole Krider
Print Name

Date: _____

Date 7/11/2022

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



Estimate

ADDRESS

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

ESTIMATE # 1033

DATE 04/26/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
04/23/2022	Cleaning	B01- Treasurer's & Assessor's Office Building 2X per week	4,102	0.15	615.30
04/23/2022	Cleaning	B02- Courthouse 5x per week	16,344	0.1664219	2,720.00
04/23/2022	Cleaning	B03- Administration 2x per week	3,287	0.2022209	664.70
04/23/2022	Cleaning	B05-Annex Juvenile Department 2x per week	1,500	0.5508	826.20
04/23/2022	Cleaning	B05- Annex Legal/HR 1x per week	1,200	0.2666667	320.00
04/23/2022	Cleaning	B06- Sheriff 2x per week	5,082	0.2467139	1,253.80
04/23/2022	Cleaning	B07- Library 6x per week	17,430	0.2019507	3,520.00
04/23/2022	Cleaning	B07- Library Broughton Room 1x per week	1,315	0.121673	160.00
04/23/2022	Cleaning	B08- Health Department 5x per week	7,500	0.2506667	1,880.00
04/23/2022	Cleaning	B14- Bowman Museum 1x per week	7,938	0.17	1,349.46
04/23/2022	Cleaning	B16- OSU Extension 1x per week Clover Building Bi-Weekly	9,400	0.0851064	800.00
04/23/2022	Cleaning	B17- Landfill 1x per week	937	0.5122732	480.00
04/23/2022	Cleaning	B18- Fairgrounds 1x per week	988	0.242915	240.00
04/23/2022	Cleaning	Road Department	1,015	0.4729064	480.00

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
07/07/2022	Cleaning	1x per week B20-GIS/IT 2x per week	4,800	0.20	960.00
TOTAL					\$16,269.46

Accepted By

Accepted Date

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: July 12, 2022

RE: *Oregon Water Resources Dept./Deschutes Basin Assistant Water Master*
Our File No.: CT. CONTRACTS 164

The State of Oregon has submitted its 2022-23 Deschutes Basin Watermaster Program IGA. The IGA establishes a funding mechanism for costs and services of the water master program for the Deschutes Basin.

Changes to this year's IGA include the replacement of Janet Pritiskutch with Dodge Kerr as the County's Authorized Representative and an increase in compensation for the Watermaster from \$40,364 to \$46,250.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 20, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.

INTERGOVERNMENTAL AGREEMENT

Agreement No. WRD 22 003

This Agreement is between the State of Oregon acting by and through its Oregon Water Resources Department (“Agency”) and Crook County (“Local Government”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and ORD 540.045 and related Administrative rules

SECTION 2: PURPOSE

The purpose of this Agreement is to establish a funding mechanism for the costs related to the services and duties of an Assistant Watermaster for Deschutes Basin pursuant to ORS 540.045. The related costs include but not limited to salary, benefits and other payroll expenses (OPE), supplies and I/T Services.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on **July 1, 2022** (“Effective Date”), and terminates on **June 30, 2023**, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Oregon Water Resources Department
 Jeremy Giffin
 Regional Manager, South Central Region
 231 SW Scalehouse Loop, Suite 103
 Bend, OR 97701
 Phone: 541-306-6885
 Fax: 541-388-5101
 Email: Jeremy.T.Giffin@oregon.gov

4.2 Local Government's Authorized Representative is:

Dodge Kerr
 Crook County Finance Director
 200 NE Second St.
 Prineville, OR 9775
 Phone: 541-447-6554 ext: 396
Dodge.Kerr@co.crook.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.**SECTION 5: RESPONSIBILITIES OF EACH PARTY**

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

5.2 Local Government shall pay Agency as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

A. The Agency shall bill County a total amount of **\$46,250.00** for performance of this agreement. Invoicing and payment details are specified in Exhibit A.

B. The costs and allocation of payments for services provided under this agreement and comparable agreements individually between Agency, Deschutes and Jefferson Counties are more fully described in separate agreements.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

7.1 Local Government is a county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;

7.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution,

delivery or performance by Local Government of this Agreement, other than those that have already been obtained;

- 7.3** This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;

Agency represents and warrants to Local Government that:

- 7.4** Agency warrants and represents to Local Government that Agency has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Agency will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

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

SECTION 9: CONTRIBUTION

- 9.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with

counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9 with respect to the Third Party Claim.

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

SECTION 10: LOCAL GOVERNMENT DEFAULT

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

- 10.1** Local Government fails to perform as described in Exhibit A or pay Agency as described in Section 6 of this Agreement;
- 10.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 10.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in

writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

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

SECTION 11: AGENCY DEFAULT

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

SECTION 12: REMEDIES

- 12.1** In the event Agency is in default under Section 11, Local Government may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 15, (b) reducing or withholding payment for work or Work Product that Agency has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Agency to perform, at Agency's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 13 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 12.2** In the event Local Government is in default under Section 10 and whether or not Agency elects to exercise its right to terminate this Agreement under Section 15.3.3, or in the event Local Government terminates this Agreement under Sections 15.2.1, 15.2.2, 15.2.3, or 15.2.5, Agency's sole monetary remedy will be (a) a claim for unpaid invoices for work completed

and accepted by Local Government, for work completed and accepted by Local Government within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Local Government has Against Agency, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Local Government, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Local Government has against Agency.

SECTION 13: RECOVERY OF OVERPAYMENTS

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

SECTION 14: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 13, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 15: TERMINATION

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

15.2 Local Government may terminate this Agreement as follows:

15.2.1 Upon 30 days advance written notice to Agency;

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

15.2.3 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from

paying for such performance from the planned funding source;

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

15.2.5 As otherwise expressly provided in this Agreement.

15.3 Agency may terminate this Agreement as follows:

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

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

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

15.3.4 As otherwise expressly provided in this Agreement.

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

SECTION 16: NONAPPROPRIATION

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

SECTION 17: AMENDMENTS

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

SECTION 18: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or fax number set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 18. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 19: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 12, 13, 14, and 18 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 20: SEVERABILITY

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

SECTION 21: COUNTERPARTS

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

SECTION 22: COMPLIANCE WITH LAW

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

SECTION 23: INDEPENDENT CONTRACTORS

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

SECTION 24: INTENDED BENEFICIARIES

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

SECTION 25: FORCE MAJEURE

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

SECTION 26: ASSIGNMENT AND SUCCESSORS IN INTEREST

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

SECTION 27: SUBCONTRACTS

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

SECTION 28: MERGER, WAIVER

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

SECTION 29: RECORDS MAINTENANCE AND ACCESS

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

SECTION 30: HEADINGS

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

SECTION 31: AGREEMENT DOCUMENTS

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

SECTION 32: SIGNATURES

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

STATE OF OREGON acting by and through its Oregon Water Resources Department

Lisa Snyder – Administrator - ASD

Date**Local Government - Crook County**

Judge Seth Crawford

Date

Commissioner Jerry Brummer

Date

Commissioner Brian Barney

Date

EXHIBIT A

STATEMENT OF WORK

County: Crook County,

a. Payment for all work performed under this contract for **FY 2022-2023** shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of **\$46,250.00**, including any travel and other expense reimbursement.

Agency will invoice Jefferson and Deschutes Counties separately for the Fiscal Year. Both parties acknowledge that other agreements may exist under the Deschutes Basin Assistant Watermaster program but are separate to this Agreement.

b. Crook County

County shall fund Assistant Water Master Program for the Deschutes Basin as described in this Agreement. The Agency shall perform work that includes distribution of the public waters within the basin; measuring stream flow; canal gaging stations and reservoir gages in all four counties made part of this agreement. Other tasks include reviewing conditional use applications and commenting as appropriate. Assisting the public in questions and matter related to water resources of the basin including water right research, streamflows, points of diversion, water resource studies, water supply and groundwater data that includes well log research.

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: July 11, 2022

RE: *Ann Beier Consulting Contract - Extension*
Our File No.: COMM DEV 68

Ms. Beier's consulting contract is set to terminate on July 31, 2022. Will VanVactor would like to renew her contract for an additional year at a rate of \$65/hr. (\$10 increase).

Ms. Beier has signed the extension and Will VanVactor has approved it.

Please place this memo and the attached document(s) on the Wednesday, July 20, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.

EXTENSION #1 TO AGREEMENT FOR ON-CALL CONSULTING SERVICES

This Extension to Agreement for On-Call Consulting Services ("Extension") is entered into this 20th day of July 2022 and effective August 1, 2022, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County"), and Ann Beier, an individual (hereinafter "Consultant").

RECITALS

WHEREAS, on August 1, 2021, County and Contractor entered into an Agreement for On-Call Consulting Services (hereinafter "Agreement") for services related to community development activities; and

WHEREAS, the Agreement is set to expire by its own terms on July 31, 2022; and

WHEREAS, County and Contractor desire to extend the term of the Agreement an additional year to July 31, 2023.

AGREEMENT

NOW, THEREFORE, in consideration of the promises set forth herein, the parties to this Extension agree as follows:

1. Term. The Agreement is hereby extended to expire on July 31, 2023.
2. Payment. County will remit to Consultant a fee of \$65 per hour, an increase of \$10 per hour from the original Agreement.
3. Reaffirmation of Agreement. Except as modified by this Extension, all terms and conditions of the Agreement are reaffirmed and remain unmodified and in full force and effect.
4. Counterparts. This Extension may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

In witness whereof, the parties have hereunto affixed their hands and seals the date first hereinabove written.

For Consultant

By: Ann Beier
Signature
 Ann Beier

Printed Name
 Date: 07 / 08 / 2022

For County:

Seth Crawford, County Judge

Jerry Brummer, Commissioner

Brian Barney, Commissioner
 Date: _____

Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel's Office

DATE: July 13, 2022

RE: Airport Equipment Grant
Our File No.: Airport 49

Enclosed is a grant agreement from the Oregon Department of Aviation. The grant agreement provides 90% of the funding for essential airport equipment required to safely maintain runways, taxiways, parking aprons, and airport grounds in all seasons. The 90% funding amounts to a maximum of \$94,500, with the County responsible for the remaining \$10,500. The grant agreement has standard reporting and compliance obligations. The procurement of the equipment must follow public procurement rules and should be completed by September 1, 2023.

Please place this memo and the attached document(s) on the Wednesday, July 20, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Approved this _____ day of _____ 2022.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

GRANT AGREEMENT
CRITICAL OREGON AIRPORT RELIEF GRANT PROGRAM AGREEMENT
Prineville/Crook County
Project Name: Airport support equipment

THIS AGREEMENT is made and entered into by and between the **State of Oregon**, acting by and through its Department of Aviation, (“ODA”), and **Crook County**, a public entity acting by and through its elected officials, (“Recipient”), (ODA and Recipient, collectively the “Parties”).

BACKGROUND

A. The State of Oregon has established the Aviation System Action Program (the “Program”) pursuant to 2015 Ore. Laws Ch. 700 (H.B. 2075).

B. Among the purposes of the Program are:

- i. Assisting airports in Oregon with match requirements for Federal Aviation Administration Airport Improvement Grants;
- ii. Making grants for emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan or the Oregon Aviation Plan; and
- iii. Making grants for services critical or essential to aviation; aviation-related business development; and airport development for local economic development.

C. Recipient applied for a grant through the Program to undertake the project described in Exhibit A, attached and incorporated by this reference (the “Project”). The Project will benefit the **Crook County** (the “Airport”).

D. ODA approved a grant in the maximum amount of **\$94,500.00** and is willing to provide the grant to Recipient for the Project on the terms and conditions of this Agreement.

TERMS OF AGREEMENT

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law (the “Effective Date”). Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after the Effective Date through the date that is two years after the Effective Date (the “Availability Termination Date”). No Grant Funds are available for any expenditure before the Effective Date or after the Availability Termination Date .

2. Agreement Documents. This Agreement consists of this document and the following documents:

- a. Exhibit A: **Project Description, Milestones, Schedule and Budget**
- b. Exhibit B: **Application and documents provided by Recipient to ODA prior to the execution of this Agreement**

c. Exhibit C: Subcontractor Insurance Requirements

Exhibits A, B, and C are incorporated by reference into this Agreement and are attached hereto. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: This Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. Project Cost; Grant Funds; Match; Reimbursement Rate.

a. Project Cost: The total Project Cost eligible for COAR funding is estimated at **\$105,000.00**. If the Recipient separately receives AIP grant funds for the Project from the FAA, Project Costs shall include only that portion that is eligible for COAR funding.

b. Grant Funds; Match: Match provided through an FAA AIP Grant shall only include the portion of costs that are eligible for COAR funding. The Recipient's eligible AIP Grant for purposes of this project is **\$0.00** or . In accordance with the terms and conditions of this Agreement, ODA shall provide grant funds to Recipient in an amount not to exceed **\$94,500.00** or **90.00%** of the Remaining Project Cost, whichever is less (the "Grant Funds"). Recipient shall be responsible to provide matching funds, in the amount of **\$10,500.00** or **10.00%**, whichever is less ("Match"), for their portion of all other Eligible Costs as calculated in Exhibit A, Table 2 (Funding Breakdown).

c. Reimbursement Rate: ODA shall reimburse Recipient for **90%** of the amount of Eligible Costs, provided that in no event shall the total amount reimbursed exceed the sum of **\$94,500.00** ODA will withhold five percent (5%) from each disbursement as Retainage (the "Retainage"), which is payable as provided in Section 9.c.

4. Project Implementation and Completion. Recipient shall implement and complete the project in accordance with the plans and specifications and all documents or plans included in Exhibit A, incorporated herein, as they may be revised or modified with the approval of ODA. In accordance with the provisions of Section 6, Recipient shall notify ODA in writing of all changes in the project activities prior to performing any changes and shall not perform any changes without written prior approval from ODA.

5. Grant Funds.

a. Use of Grant Funds; Grant Award; No Exclusive Right. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODA approves such changes pursuant to the Project Change Procedures in Section 6 or pursuant to the Amendment provisions of Section 15.d.

- i. Recipient agrees to substantially initiate the Project within six (6) months of the Effective Date.
- ii. In accepting the Grant Funds, the Recipient, its contractors, lessees, and their successors and assigns covenant not to sell, transfer, or convey any exclusive right to use the Airport, its improvements or its services at any time during the 20 year-period following the Effective Date.

b. Eligible Project Costs. The Grant Funds may only be used for Recipient's actual Project Costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; (b) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by ODA, to be capitalized to an asset that is part of the Project; and (c) eligible or permitted uses of the Grant Funds under State of Oregon law and this Agreement. Any payment of principal due under any interim financing agreement associated with or executed for the Project will be deemed an Eligible Project Cost only if ODA (i) specifically determines the costs are reasonable, necessary and directly used for the Project as provided by this subsection; and (ii) provides the Agency's prior written consent before any claim of reimbursement is submitted.

c. Ineligible Project Costs. The Grant Funds may not be used for any operating or working capital expenditures that Recipient charges to the Project; or for any maintenance costs of the Project; or for any payments made to related parties (as described in Section 13.b. or as prohibited under Section 13.c.) or for any loans or grants to be made to third parties, except as provided in Section 5.b.

d. Request for Reimbursements. ODA will disburse Grant Funds to the Recipient on an expense reimbursement or cost-incurred basis. To obtain reimbursement for Eligible Project Costs, Recipient shall submit to ODA's Program Coordinators no more frequently than monthly a Request for Reimbursement (Form 109-007), the form of which is incorporated by reference, together with (i) the Milestone Progress Report for that month as required by Section 8.a. and (ii) invoices and other supporting documentation that ODA may request in its reasonable discretion. In no case will ODA reimburse a Request for Reimbursement that is not accompanied with the Milestone Progress Report required by Section 8.a.

6. Project Change Procedures. Project change orders are only for changes to the schedule. Recipient shall submit a Request for Change Order (Form 109-009), the form of which is hereby incorporated by reference, to ODA's Program Coordinators:

a. If Recipient anticipates Project milestones will be delayed by more than ninety (90) days from the milestones shown in Exhibit A, Recipient shall submit a Request for Change Order (Form 109-009) to ODA's Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A.

b. Recipient shall not proceed with any changes to Project scope or delivery schedule prior to the execution of an amendment to this Agreement executed in response to ODA's approval of a Request for Change. A Request for Change Order may be rejected at the discretion of ODA. ODA may choose to request review by the State Aviation Board. Changes will not include additional costs or reimbursement requests in excess of the maximum grant award stated in Section 3.

7. Inspection. ODA may inspect the Project on a periodic basis and at Project completion. ODA may conduct any or all of its Project inspections by an onsite walkthrough inspection or, in lieu of a walkthrough inspection, by reviewing date-stamped photographs or video or by using other means satisfactory to ODA in its sole discretion.

8. Reporting.

a. Milestone Progress Reports. On or before the 15th of every month until the Project completion date or the Availability Termination Date, whichever is earlier, Recipient shall submit to ODA's Program Coordinators a completed Milestone Progress Report (Form 109-008), the form of which is incorporated by reference, that reports the Project's progress for the preceding month.

b. Final Report. Within ninety (90) days from the Project completion date, Recipient shall submit a written report (the "Final Report") to ODA's Program Coordinators that includes the following information at the minimum:

- i. The number of jobs created or retained both during construction and after Project completion as a direct result of the Project;
- ii. The number of jobs projected in the Recipient's Project application;
- iii. Data on the methodology that measures the Project's success as described in the grant application .

Recipient's obligation to provide this report survives expiration of this Agreement . Recipient shall use Final Report form, which Recipient must also sign.

9. Disbursement and Recovery of Grant.

a. Disbursement Generally. ODA shall reimburse Eligible Project Costs that Recipient incurs, subject to Section 5, up to the maximum amount of Grant Funds provided in Section 3. Reimbursements shall be made by ODA within forty-five (45) days of ODA's approval of a Request for Reimbursement from Recipient.

b. Conditions Precedent to Disbursement. ODA's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. ODA has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODA, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement.
- iii. Recipient has provided to ODA a Request for Reimbursement, together with a Milestone Progress Report, in accordance with Section 5. Recipient must submit its final Request for Reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date . Failure to submit the final Request for Reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.
- iv. Recipient agrees to submit an IRS form W-9 form, and any other required documentation requested by ODA in order to input Recipient into ODA's financial system for the disbursement of Grant Funds.

c. Retainage. ODA will withhold five percent (5%) from each disbursement for the duration of the Project schedule (the "Retainage"). ODA will release the cumulative Retainage to Recipient only after ODA certifies the Project as complete.

d. General Right to withhold Payments. ODA reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's Project activities. ODA reserves the right to reallocate any portion of the Grant Funds that ODA estimates the Recipient will use .

e. Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODA. Recipient shall return all Misexpended Funds to ODA promptly after ODA's written demand and no later than fifteen (15) days after ODA's written demand. Recipient shall return all unexpended Grant Funds to ODA within fourteen (14) days after the earlier of the Availability Termination Date or termination of this Agreement.

10. General Representations and Warranties of Recipient. Recipient represents and warrants to ODA as follows:

a. Organization and Authority. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder , and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected . No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom .

d. No Debarment. Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency . Recipient agrees to notify ODA immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status , including without limitation upon any relevant indictments or convictions of crimes.

e. Compliance with Oregon Taxes, Fees and Assessments. Recipient is, to the best of the undersigned's knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

11. Special Warranty of Recipient To Maintain and Operate the Airport & Segregate Income.

a. Recipient warrants that it shall maintain and operate the Airport as an airport in a usable, safe, and orderly manner at all times for a period of at least 20 years from the Effective Date. If this condition is not met, Recipient shall immediately reimburse to ODA all Grant Funds in an amount equal to the total amount of Grant Funds provided for the Project, divided by twenty (20), multiplied by the difference between twenty (20) and the number of years that the Airport remained open after the Effective Date. By way of example only, if \$100,000 in Grant Funds are distributed and Recipient closes the Airport after only seven years of the required 20-year operating period, then Recipient must reimburse ODA \$65,000 of Grant Funds ($\$100,000/20 \text{ years} = \$5,000$; $\$5,000 \times 13 \text{ years} = \$65,000$).

b. Recipient also warrants and agrees that all income derived from the Airport shall be deposited into a segregated account for a period of at least 20 years from the Effective Date, and these funds shall be used only for the operation, maintenance or capital improvement of the Airport.

12. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODA, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODA, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODA, and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is six (6) years following the Availability Termination Date.

c. Expenditure Records. Recipient shall document the expenditure of all Grant Funds disbursed by ODA under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODA to verify how the Grant moneys were expended.

This Section 12 shall survive any expiration or termination of this Agreement.

13. Recipient Subagreements and Procurements.

a. Subagreements generally. Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project.

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODA as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODA as an additional obligee on contractors’ bonds.
- iii. Upon ODA’s request, Recipient shall provide ODA with a copy of any signed subagreement, as well as identify all owners of the sub-recipient, contractor, or subcontractor with whom Recipient entered into the subagreement. Recipient must report to ODA any substantial breach of a term or condition of a subagreement relating to this Agreement within ten (10) days of Recipient discovering the breach.

b. Conflicts of Interest; Private Recipients. If Recipient is not a public body, as defined in ORS 174.109, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

- i. An employee, officer, or agent of the Recipient (“Recipient Person”);
- ii. A Recipient Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

c. Conflicts of Interest; Public Recipients. If Recipient is a public body, as defined in ORS 174.109, Recipient’s public officials shall comply with Oregon’s government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

d. Subagreement indemnity; insurance.

- i. ***Recipient shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in Oregon Revised Statute (ORS) 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Aviation Board and its members, the Oregon Department of Aviation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that ODA shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of ODA, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.***
- ii. Any such indemnification shall also provide that neither Recipient's contractor or subcontractor, nor any attorney engaged by Recipient's contractor or subcontractor, shall defend any claim in the name the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State of Oregon, or that Recipient's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

e. Procurements for Public Recipients. If Recipient is a public body, as defined in ORS 174.109, Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition; and
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements).

f. Procurements for Private Recipients. If Recipient is not a public body, as defined in ORS 174.109:

- i. For procurements over \$25,000, Recipient must solicit quotes or bids from at least three sources. If three quotes or bids are not reasonably available, fewer will suffice. In either case, Recipient shall retain, and provide upon ODA's request, documentation of the bidding and selection process for all procurements over \$25,000, including Recipient's efforts to obtain the quotes or bids.
- ii. Recipient may not artificially divide or fragment a procurement so as to reduce the procurement amount below the \$25,000 threshold designated by this section.

14. Termination and ODA Rights Upon Termination.

a. Mutual Termination. This Agreement may be terminated by mutual written consent of the Parties .

b. Termination by ODA. ODA may terminate this Agreement effective upon delivery of written notice to Recipient, or at such later date as may be established by ODA, under any of the following circumstances:

- i. If Recipient fails to pay its share of the Project costs;
- ii. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein;
- iii. If Recipient fails to perform any of its other obligations under this Agreement , and that failure continues for a period of 10 calendar days after the date ODA delivers Recipient written notice specifying such failure. The ODA may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
- iv. If any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to this Agreement or the Project;
- v. If ODA fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODA, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- vi. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODA is prohibited from paying for such Project work from the planned funding source; or
- vii. If, in the sole opinion of ODA, the Project would not produce results that are commensurate with the further expenditure of funds.

c. ODA's Rights upon Termination. Upon termination under Section 14(a) or Section 14(b) above, ODA may:

- i. Terminate ODA's commitment and obligation to make any further disbursements of Grant Funds ;
- ii. Require Recipient to immediately repay ODA all disbursed Grant Funds ; and
- iii. For termination on any of the grounds set forth in Section 14(b)(i)-(iv), bar Recipient from applying to ODA for future assistance.

ODA's remedies are cumulative and are in addition to any other rights or remedies available at law or in equity.

15. GENERAL PROVISIONS:

a. Contribution.

- i. 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 ODA or Recipient 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.
- ii. With respect to a Third Party Claim for which ODA is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODA 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 Recipient in such proportion as is appropriate to reflect the relative fault of ODA on the one hand and of the Recipient 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 ODA on the one hand and of Recipient 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. ODA'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 ODA had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODA (or would be if joined in the Third Party Claim), Recipient 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 ODA in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODA 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 Recipient on the one hand and of ODA 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. Recipient'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.

b. Indemnification and Hold Harmless. Recipient shall, to the full extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify and hold ODA harmless from all liability of whatsoever nature, and for any costs, fees or expenses that ODA may incur from Recipient's performance of this Agreement.

c. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this 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.

d. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

e. Duplicate Payment. Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. No Third Party Beneficiaries. ODA and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

g. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contact or ODA Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODA, such facsimile transmission must be confirmed by telephone notice to ODA Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

h. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODA (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

i. Compliance with Law. Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.

Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Recipient's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

k. Independent Contractor. Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODA. Recipient has no right or authority to incur or create any obligation for or legally bind ODA in any way. ODA cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODA, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

m. Counterparts. 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.

n. Integration and Waiver. This Agreement, and attached exhibits constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both 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 ODA to enforce any provision of this Agreement shall not constitute a waiver by ODA of that or any other provision.

o. Questions; Program Coordinators. Questions regarding this Agreement may be directed to:

Oregon Department of Aviation
Attn: Program Coordinators: Cathy Clark, or Andria Abrahamson, or each of their successors
3040 25th Street SE
Salem, OR 97302

Cathy Clark, Program Coordinator
cathy.rb.clark@aviation.state.or.us
503-378-2894

Andria Abrahamson, Program Coordinator

andria.abrahamson@aviation.state.or.us
503-378-4881

Heather Peck, Program Manager

heather.peck@aviation.state.or.us
503-378-3168

In the absence of any of the above-named individuals during the term of this Agreement, ODA shall notify the Recipient in writing of a substitute contact.

SIGNATURE PAGE TO FOLLOW

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

The Director of the Department of Aviation or his designee is authorized to act on behalf of State in approving and executing this Agreement.

The State Aviation Board approved the COAR funding request and delegated authority to the Director of the Oregon Department of Aviation to enter into Agreement.

Crook County by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
(Recipient's Legal Counsel)

Date _____

STATE OF OREGON, by and through its Oregon
Department of Aviation

By _____
Director

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150000)

By _____
Department of Justice

Date _____

Recipient Contact:

Kelly Coffelt, Airport Manager
4585 SW Airport Rd
Prineville, Oregon, 97754
(541) 416-0805
Kcoffelt@cityofprineville.com

ODA Contacts:

Cathy Clark, Program Coordinator
3040 25th Street SE
Salem, OR 97302
503-378-2894
cathy.rb.clark@aviation.state.or.us

Andria Abrahamson, Program Coordinator
3040 25th Street SE
Salem, OR 97302
503-378-4881
andria.abrahamson@aviation.state.or.us



EXHIBIT A
Project Description, Milestones, Schedule and Budget

Application Number: COAR-2022-S39*-00044
Project Name: Airport support equipment

A. PROJECT DESCRIPTION

This project is to procure critical/essential airport equipment required to to safely maintain runways, taxiways, parking aprons, and airport grounds in all seasons.

B. PROJECT MILESTONES AND SCHEDULE

Milestones are used for evaluating performance on the Project as described in the Agreement . Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates that Project milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 6 of the Agreement, to the ODA Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change order must be submitted before the Milestone completion date shown in Table 1 below.

The anticipated start date of the Project is: **06/30/22**

The anticipated completion date of the Project is: **09/01/23**

Table 1: Milestones

Milestone	Description	Estimated Start Date	Estimated Completion Date
1.	Research Equipment types / Obtain pricing/bids	06/30/22	10/01/22
2.	Place order / delivery lead times	10/01/22	07/15/23
3.	Take possession of Equipment	09/15/22	09/01/23

Table 2: Funding Breakdown

1	Grant Award Amount	\$94,500.00
2	Recipient Match (minimum 10% of Total Project Cost and any portion of the Project which is not covered by Grant Funds.)	\$10,500.00
3	TOTAL PROJECT COST	\$105,000.00

EXHIBIT C
Subcontractor Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.
2. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to ODA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by ODA:

Bodily Injury, Death and Property Damage:
Not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). Annual aggregate limit shall not be less than \$4,000,000.
3. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by ODA:

Bodily Injury, Death and Property Damage:

Not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

4. **ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, ODA, its officers, employees and agents as Additional Insureds, but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
5. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Sponsor's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
6. **NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement.
7. **CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees) and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. Required insurance coverages shall be obtained from insurance companies acceptable to ODA and the contractor shall pay for all deductibles, self-insured retention or self-insurance.
8. **INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by ODA under this Agreement and to provide updated requirements as mutually agreed upon by ODA and Recipient.
9. **ODA ACCEPTANCE.** All insurance providers are subject to ODA acceptance. If requested by ODA, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to ODA's representatives responsible for verification of the insurance coverages required under this Exhibit C.

The Recipient shall immediately notify ODA of any change in insurance coverage.



Crook County

Community Development Department
Planning Division

TO: Crook County Court

FROM: Will Van Vactor

DATE: July 12, 2022

SUBJECT: Road Naming – Marilyn Way

Applicant, Richard Baker, has applied to name a private driveway “Marilyn Way”. Pursuant to CCC 12.12.200(3), a private road can be named in order to promote health, safety, and welfare of the public

In this case, the proposed road is over 150 feet in length and serves two residences located 904 NW Gerke Road and 900 NW Gerke Road. Moreover, staff corresponded with Crook County Fire & Rescue, which confirmed that having the private road named, so long as the addressed residences are updated to reflect the new road name, will help with fire and safety.

Pursuant to CCC 12.12.250(1), staff confirmed that the private road is subject to an easement to serve 904 NW Gerke and is located on 900 NW Gerke Road. Thus, the road is a private road serving those two residences.

Pursuant to CCC 12.12.250(2) and (3), the GIS Department sent notice of the proposed road name to the Road Department, 911, and the United States Postal Service (USPS). Neither the Road Department nor 911 had any concerns regarding the proposed road name. USPS did not respond to multiple inquiries.

Pursuant to CCC 12.12.250(f), staff notified the property owner of 8314 NW Newell Lane, Prineville, because that property abuts the eastern edge of the private road. Staff received no objections to the road naming. The other properties that “abut” the road are owned by the applicant and the owner of 904 NW Gerke Road. The application indicates both approve of the proposed road name.

Notice of the public hearing on the road naming application was provided to all owners of all property abutting the road.

Based on the above, staff recommends approving the road name.

Included with this memorandum is a proposed order.

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

IN THE MATTER OF NAMING A PRIVATE
ROAD LOCATED IN CROOK COUNTY

ORDER NO. 2022-33

WHEREAS, the above entitled matter came before the County Court; and

WHEREAS, a Road Naming Application was filed in accordance with CCC 12.12.230. See Exhibit A;

WHEREAS, in compliance with CCCC 12.12.200, Crook County finds that there is a need to name the private road “Marilyn Way” as depicted on Exhibit A.

WHEREAS, in accordance with CCC 12.12.250 public comment and input was sought and no objections were received;

NOW THEREFORE: The Crook County Court orders the roads described on the attached Exhibit A to be named **Marilyn Way**

Dated this ____ day of July, 2022.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

CROOK COUNTY BUILDING DEPARTMENT300 NE 3RD ST RM 12 • PRINEVILLE, OR 97754 • (541) 447-3211 • FAX (541) 416-2139**PETITION TO NAME OR RENAME A ROAD****PROCEDURE AND REQUIREMENTS****12.12.230 Application**

A request to name or rename a road shall be made as follows:

(1) A petition to name or rename a road may be submitted to the county building department. The petition shall include, at a minimum, the following:

- ~~a)~~ Signatures of not less than 75 percent of the residents (one signature per dwelling) along the road, plus, in the event a resident is not the legal or equitable title holder, the signature of the last owner of record according to the county assessor's office. *N/A One owner*
- ~~b)~~ The name, phone number, (and email) of the designated contact person.
- ~~c)~~ The location of the road by description and map.
- ~~d)~~ The legal status of the road, if known. *private*
- ~~e)~~ The existing road name, if known.
- ~~f)~~ The proposed road name. (A unique road name is recommended. *See Note on page 5)
- ~~g)~~ The reason for the request.
- ~~h)~~ Written response from the local post office. *N/A County DOES*
- ~~i)~~ Written response from the county 911 dispatch manager. *N/A County DOES*

This petition must also be accompanied by the applicable fee:

NEW ROAD NAME*	<u>\$150.00</u>
RENAME EXISTING ROAD*	\$200.00

**This fee is non-refundable, non-transferable, and applies to the road name requested in this petition/application only. A unique road name is recommended. *See Note on page 5 Should the road name request be denied by County Court during the hearing process, a new petition/application and applicable fee would be required to submit a different name.*

PROCESSING THE APPLICATION

Once your application is deemed complete, the Addressing Division will begin processing your application. A hearing date will be set with the County Court and notice of the request will be sent to all residents abutting the road to determine the general consensus concerning the proposed road name. All affected agencies and departments will also be notified of the request. A recommendation and proposed order will be prepared for the County Court.

The County Court will conduct a public hearing on the recommendation and order at a regular court meeting. Following the public hearing, the court shall adopt, reject, or modify and adopt the proposed order. All parties of record will be notified, in writing, of the decision.



Attachment "A"

Note: Any existing addresses may be subject to change in order to comply with Crook County Code 12.12.550

REQUEST

This is a request to:

☒ NAME A ROAD

Proposed Name:

Marilyn ^{Way} Lane☐ RENAME A ROAD

Existing Name: _____

APPLICANT INFORMATION

If there is more than one applicant making this request, please designate a contact person.

Applicant Name: Richard C. BakerMailing Address: 900 NW Gerke Rd
Prineville, OR 97754Phone #: 907.500.8019Email: melaniehelmick@gmail.com**ROAD INFORMATION**What is the legal status of existing road? ☐ County ☐ Public ☒ Private ☐ EasementIs this a Condition of a Planning Approval? ☐ Yes ☒ NoIs there an Approved Road Approach? ☒ Yes ☒ NoWhat is the reason for this request? Name road after original
farm owner.**RESIDENT INFORMATION**How many dwellings currently use this road for access to their property? 2

Have you contacted and received signatures of concurrence of not less than 75% of the current residents (one signature per dwelling) along the subject road, plus, in the event a resident is not the legal or equitable title holder, the signatures of the last owner of record according to the county assessor's office?

☒ Yes ☐ NoIf not, why? Private road w/ 2 easements. 1st easement = primary
for 904 Gerke residents + signature is attached. 2nd easement =

***Note:** This petition/application must be accompanied by the resident signatures and will not be deemed complete without this required documentation.

not primary and signature is not required.

see attached
email

RESIDENT NAMES & SIGNATURES**Resident 1.**Name Jesse + Rachell CarpenterAddress 904 NW Gerke RdPrineville, OR 97754Signature J Carpenter**Resident 2.**

Name _____

Address _____

Signature _____

Resident 3.

Name _____

Address _____

Signature _____

Resident 4.

Name _____

Address _____

Signature _____

Resident 5.

Name _____

Address _____

Signature _____

Resident 6.

Name _____

Address _____

Signature _____

Resident 7.

Name _____

Address _____

Signature _____

Resident 8.

Name _____

Address _____

Signature _____

Resident 9.

Name _____

Address _____

Signature _____

Resident 10.

Name _____

Address _____

Signature _____



Exhibit A

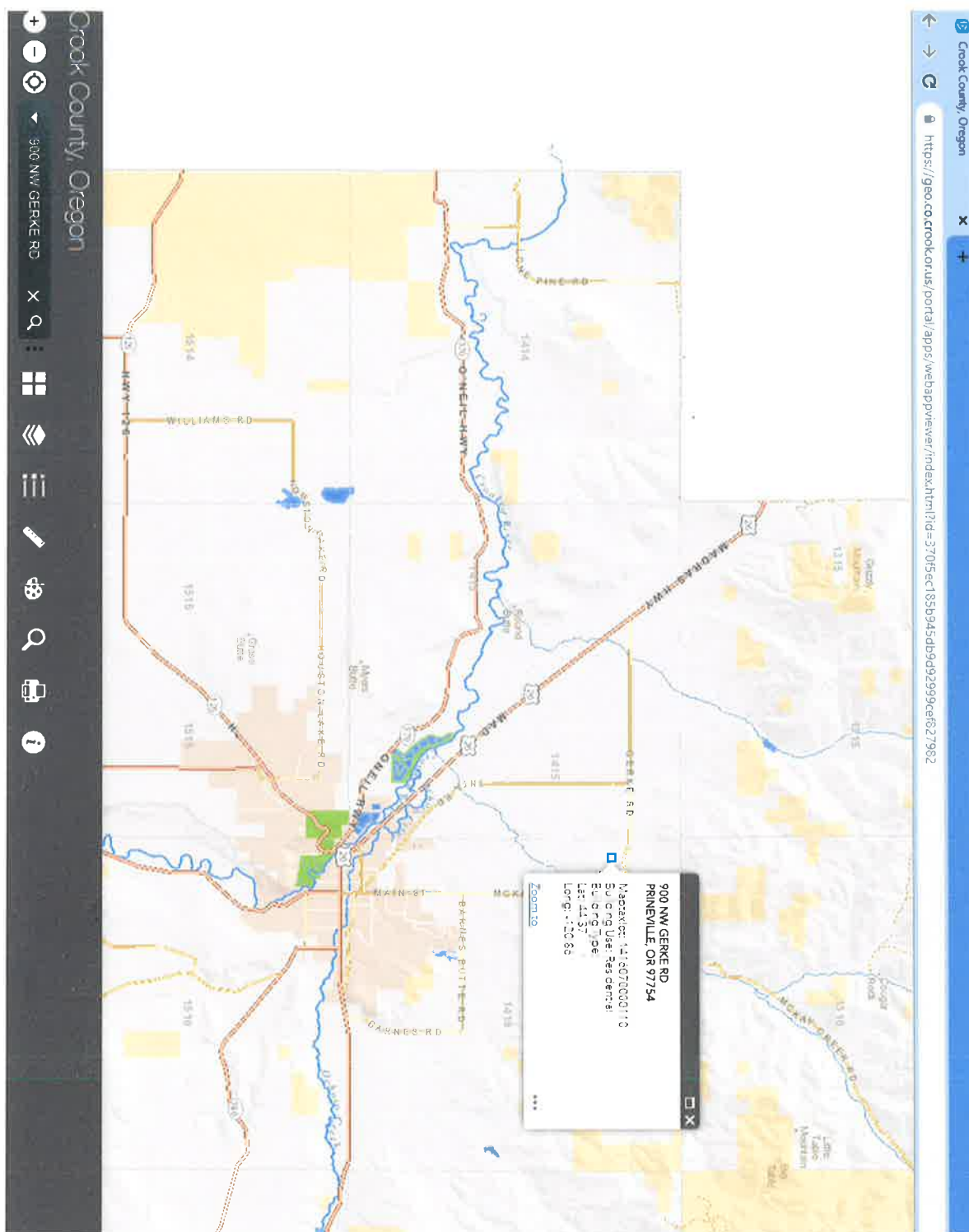


Exhibit A



Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: July 12, 2022

RE: Proposed social gathering, "PBR Challenge Series," for August, 2022

The County has received an application for a social gathering, to be held from Friday, August 19 through Sunday, August 21, 2022. The proposed event would include approximately 2,000 per day, with an expected maximum attendance of 4,000.

A social gathering is an event of more than 100 persons attending but fewer than 3,000 persons which occur continuously over at least a 12-hour period. This is in contrast to a mass gathering, defined as a gathering of people reasonably anticipated to number more than 3,000 for a continuous period of 24 hours or more, more than 10 percent of which will assemble outdoors or in temporary structures specially constructed, erected, or assembled for the gathering, whether or not an admission fee is charged. In either event, the presence of many hundreds or thousands of persons on one outdoor location for a lengthy period of time presents hazards and risks that ought to be addressed, such as the need for adequate sanitation facilities, the availability of potable water, how to manage event traffic, and public safety.

The County has adopted provisions in code sections 5.04.200 to .270 to address these issues, and help prevent the possibility of harm to the general public. These requirements are more flexible than those for mass gatherings, though there are many parallels.

Under CCC 5.04.240(5)(d), the County Court will hold a public hearing to consider approving the social gathering. This hearing is scheduled for July 20's meeting.

Attached are several documents for the County Court's consideration.

- A detailed staff report from Katie McDonald, examining the requirements of the Social Gathering code provisions and making recommendations as to completeness.
- The social gathering application itself.
- The site plan submitted along with the application.
- The compiled comments of environmental health, road, public safety, and other public agencies regarding this application.
- A draft permit with approval conditions.

You will note that a number of blanks remain to be filled in before the permit is ready to be issued, such as the contact information for certain safety roles, and the hours during which amplified sound may be used.

One issue that I foresee needing to be addressed is the identity of the permittee. The application was submitted under the name of one Mickie Mortimore, rather than a business entity. However, the proof of insurance form submitted lists the name of Cow Puncher Productions, LLC. The County requires an insurance certificate naming the County as an additional insured – the name on the certificate should match the identity of the permittee. Further, Cow Puncher Productions, LLC, is not registered with the Oregon Secretary of State's office, raising the question whether it is authorized by law to conduct business in Oregon.

After receiving such public testimony as may be provided on July 20, the County can decide to grant a permit and establish conditions, deny the application, or ask the applicant to modify the proposed plan before granting the permit. The County could also decide to hold additional hearings before making any decision. The burden is on the applicant to convince the County that the applicant's plans are adequate – the County's decision should be based on a good faith review of the evidence submitted before it, including any public testimony.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 20, 2022 County Court Agenda as a DISCUSSION ITEM.

COMPILED APPLICATION COMMENTS

- The application was submitted in accordance with the deadlines in the County Code.
- Crook County Fire and Rescue has reviewed the site plan as it relates to fire access, and has no objections.
- The Road Department has reviewed the traffic plan, and has no objections.
- Environmental Health would like someone to provide it a list of food vendors.
- The Sheriff's Office does not have objections to the security at the event, so long as the security personnel are licensed by the State of Oregon. The SO will not be providing on-site security, but will respond to calls for service.
- The proposed source of drinking water is for the food vendors to be responsible for providing drinking water.
 - Under OAR 333-039-0015 (which applies to Mass Gatherings, but which the County's Social Gathering Ordinance establishes as a basis for considering approval or denial), there should be a minimum of 12 gallons of potable water per person per day.
 - Of this, the usual rule is that at least 5 gallons per person per day would be in on-site storage.
 - There must also be at least one suitable faucet with 25 feet from each food service facility and each emergency medical facility.
 - The draft permit proposes that the event must have a minimum of 5 gallons of potable water per attendee per day, plus a storage tank of 10,000 gallons of potable water.



Crook County Community Development
300 NE 3rd Street, Prineville, OR 97754
(541)447-3211

Staff Report for County Court Social Gathering

July 12, 2022

Property Owner: Paul Terrell
19221 NE O'Neil Hwy
Prineville, OR 97754

Applicant: Mickie Mortimore
O'Neil Arena LLC
19221 NE O'Neil Hwy
Prineville, OR 97754

Proposal: Pro Bull Riding (PBR) event, August 19th and 20th. The event will start at noon on August 19th for cattle sorting and concert to follow. August 20th is the PBR event. It will start around 1000 and doors open at 1700 for the PBR event. Both nights proposed ending time is 2200.

Date and Time of Event: August 19th and August 20th from 5pm – 10pm

Attendees Expected per Day: 2,500 persons

Date for setup: August 19th and August 20th

Date or clean-up: Sunday August 21st

Gathering Name: PBR Challenger Series @ O'Neil Arena

Address: TBD Lone Pine Rd.

Notice: To adjacent landowners and departments/agency was sent on July 13th, seven days prior to the scheduled County Court Hearing, in accordance with the Crook County Code.

Hearing Date: July 20, 2022

Applicable Code: Crook County Code Chapter 5.04

*The following pages are responses to the criteria in CCC 5.04

Sincerely,

Will Van Vactor, Community Development Director

5.04.200 Administration.

(1) Application. CCC 5.04.200 et seq. is intended to regulate event gatherings of more than 100 persons but fewer than 3,000 persons which occur continuously over at least a 12-hour period. All events subject to the terms of this chapter must comply with all other requirements imposed by state and local law.

Response: The Application is for a Pro Bull Riding (PBR) event, August 19th and 20th. The event will start at noon on August 19th for cattle sorting and concert to follow. August 20th is the PBR event. It will start around 1000 and doors open at 1700 for the PBR event. Both nights the ending time is 2200.

(2) Exceptions to Social Gatherings Permit Requirements. The requirements of CCC 5.04.200 et seq. do not apply to:

(a) Gatherings of 100 Individuals or Less. “Outdoor gatherings” of 100 individuals or less are not regulated by the Crook County Code. Outdoor gatherings of 100 individuals or less are not exempt from other local, state or federal law requirements and the landowner and/or organizer of said event is responsible for the cost of any public services that are used in the event of an emergency (i.e., fire, sheriff, etc.);

(b) Any regularly organized and supervised school district gathering that takes place on school property;

(c) Gatherings occurring at any Crook County park or fairgrounds; and

(d) Any gathering of a municipal corporation or government agency.

Response: The proposal does not meet any of the above exceptions.

5.04.210 Definitions.

As used in CCC 5.04.200 et seq.:

(1) “Health department” means the Crook County health department.

(2) “Organizer” includes any person who holds, stages or sponsors a social gathering and the owner, lessee, or possessor of the real property upon which the social gathering is to take place.

(3) “Sheriff” means the Crook County sheriff or his or her designee.

(4) “Social gathering” has the following meanings:

(a) An event, activity or assembly:

(i) That continues or can reasonably be expected to continue for more than 12 consecutive hours, but less than 120 consecutive hours within any six-month period; and

(ii) Continuously has more than 100 persons but fewer than 3,000 persons on the gathering site for which a permit has been granted. Gatherings with more than 3,000 persons are considered mass gatherings and are subject to CCC 5.04.010 through 5.04.120.

Response: The proposal does not meet any of the above exceptions.

(5) "Planning director" means the Crook County community development director or his or her designee.

(6) "Person in charge of the property" means an agent, occupant, lessee, contract purchaser, or person other than the owner, having possession or control of property. (Ord. 290 § 2 (Exh. A), 2016)

Response: The application includes the O'Neil Arena LLC member and property owner signature.

5.04.220 Basic clause.

It shall be unlawful for any organizer, sponsor, owner of property, or person in charge of property to initiate, promote, permit, conduct, or cause to be advertised a social gathering, unless a permit has been obtained pursuant to this chapter. Issuance of a permit under CCC 5.04.200 et seq. is not a land use decision.

5.04.230 Permit requirements.

No social gathering may be held in the unincorporated areas of Crook County, unless the event's organizer, the owner of property, and the person in charge of property upon which the gathering will be conducted jointly apply for and are granted a permit as herein provided.

(1) No permit shall be available for a period of more than 120 hours' duration unless the application specifically asked for and the permit specifically grants an allowance for an extension of that period.

(2) The applicant(s) must be at least 18 years of age.

(3) No permit may be transferred or assigned.

(4) In case of dispute over the number of people reasonably anticipated to attend a social gathering the determination of the county court shall control.

(5) A permit issued under this section does not entitle the organizer to make any permanent physical alterations to or on the real property or to erect any permanent structures on the site of the mass gathering. (Ord. 290 § 2 (Exh. A), 2016)

5.04.240 Application.

(1) Written application for each social gathering shall be made to the county court for Crook County 60 days or more prior to the first day upon which the mass gathering is to commence. The application must be accompanied by each of the following:

- (a) The application fee described in subsection (4) of this section.
- (b) The refundable cash deposit described in subsection (6)(e) of this section.
- (c) The insurance coverage described in subsection (2)(n) of this section.

RESPONSE: The Applicant has met the above requirements.

(2) Application shall be made on forms specified by Crook County and shall contain at least the following information:

- (a) The full legal names and addresses, and phone numbers of all event sponsors;
- (b) The full legal name and address of the owner and person in charge of the property to be utilized for the mass gathering;
- (c) If the sponsor-applicant is a partnership or joint venture then all parties thereto shall sign as applicants;
- (d) The location, address and the description of the property to be utilized for the mass gathering, including the assessor's map and tax lot number;

Response: The application includes the O'Neil Arena LLC member and property owner signature.

- (e) Beginning and end dates of the proposed gathering, including the dates of set-up and clean-up;
- (f) Hours of operation of the gathering;
- (g) The estimated attendance of the proposed gathering;
- (h) Description of planned activities at the gathering, including the program for the mass gathering, or if no program is prepared, a narrative statement as to the purpose for which the gathering is to be conducted;

Response: The application includes the above information.

- (i) A narrative describing the nature of the event, the sponsor, the hours it will be open to the public, a traffic control plan describing how traffic is to be handled, the provisions to be made for on-site waste and solid waste disposal, including recycling of materials, potable water, refuse removal, safety measures and any other information that may be requested by the planning director;

Response: The application includes information which describes the event, identifies the sponsor and hours it is open to the public. The applicant has also included information from Oregon Department of Transportation and the County Roadmaster regarding an approved traffic control plan.

(j) A detailed site plan map showing existing structures on the property, proposed temporary structures, activity areas, stages, driveway access, parking and circulation areas;

Response: The submitted materials include a site plan, that shows the existing structures, temporary structures, activity areas, stage, driveway access, parking and circulation. The site plan is included in this report.

(k) If facilities are to be constructed, assembled or erected on the premises in preparation of the event or future events, or food services are to be provided, a written, legible and comprehensive plan of the location and manner of construction, assembly or erection of said facilities;

Response: No facilities are to be constructed, bleachers are assembled on site, and food services are in self-contained food trucks. The site plan included shows the location of bleachers and food trucks.

(l) Evidence that all permits and licenses as required by state statutes and rules and regulations enacted thereunder have been obtained;

Response: The Applicant has provided a certificate of insurance and OLCC permits.

(m) Applicants' statement that they shall abide by the terms and provisions of this chapter, and all laws, rules and regulations of the state of Oregon and Crook County;

Response: The application is signed by the property owner and managing member of the O'Neil Arena LLC. This is also a condition of approval.

(n) The applicant must provide evidence of casualty insurance to cover claims relating to the event including but not limited to set-up, the gathering and gathering clean-up, in an amount not less than the limits of the Oregon Tort Claims Act (Chapter 30.272 ORS) which insurance must name Crook County as an additional insured.

Response: The Applicant has provided a certificate of insurance naming Crook County as an additional insured.

(3) The event permit shall be kept posted in a conspicuous place upon the premises of the gathering.

Response: This is a condition of approval.

(4) Each permit application shall be accompanied with a fee to cover the cost of inspection, investigation, issuance, and processing of the permit. The amount of the fees will be set by the county court in accordance with the terms of Chapter 203.115 ORS.

(a) Until the fees are established by court order, said fees shall be provided by this section. Upon establishment of fees by court order, the fees established by this section will no longer be effective. The application fee shall be:

(b) Incomplete applications shall be denied and the application fee, less county costs, shall be returned to the permit applicant.

Response: The Applicant has paid the application fee and the deposit will be set by the County Court.

(5) Notice Requirements – Public Hearing.

(a) The planning director shall send notice of the application to the sheriff and other interested law enforcement agencies, the county roadmaster, the county health department, the county building official, the county administrative office and the chief of the fire district in which the gathering is to be held. The planning director may request such cooperation and assistance from other state and local agencies as may be deemed necessary.

(b) Each county official receiving notice of the application under subsection (5)(a) of this section shall submit comments or responses in writing to the planning director within 14 days after the date the notice was mailed. The comments may include recommendations whether to approve or deny the permit and conditions that should be imposed.

(i) Sheriff's Department. Upon receipt of an application for a social gathering permit, the sheriff shall consider, before approving or denying the permit, the requirements of OAR 333-039-0050, Security Personnel, and 333-039-0055, Parking; whether a permit is needed and, if so, has been obtained by OLCC; and whether a noise variance is needed and, if so, has been obtained. The sheriff may consider the public health, safety, and welfare, in this determination, and the rationale for the determination shall be stated in the sheriff's approval or denial of the application.

(ii) Crook County Public Health Official. The county health official shall recommend whether to approve or deny the permit considering the requirements of OAR 333-039-0015, Water Supply, OAR 333-039-0020, Drainage, OAR 333-039-0025, Sewerage Facilities, OAR 333-039-0030, Refuse Storage and Disposal, OAR 333-039-0035, Food and Sanitary Food Service, and in addition to the fire chief, OAR 333-039-0040, Emergency Medical Facilities, and also considering the public health, safety, and welfare, and the rationale for the county health official's recommendations.

(iii) Local Fire District. The fire chief shall consider, before approving or denying the permit, the requirements of OAR 333-039-0040, Emergency Medical Facilities, and 333-039-0045, Fire Protection. The fire chief may consider the public health, safety, and welfare in this determination, and the rationale for the determination shall be stated in the fire chief's approval or denial of the application.

(iv) Crook County Road Department. Crook County will require the applicant to submit a traffic control plan ("TCP") to the county for approval. This plan will show how traffic will enter the county road system and exit the county road system without substantial interruption to surrounding properties. This may require flaggers and advance temporary signing. The cost of such a plan and the execution of the plan will be the responsibility of the applicant. Modifications to the plan during the event may be necessary to ensure that the traffic needs of the county road system are protected.

Response: The above have been noticed and provided comments.

"Based on the fact they will have their own security, IF they are licensed by the State, then I don't see any issue. This would be the same as any other group that puts on major events in the county. We will not be there providing security, but will respond as normal if there is any issue."
Sheriff Gautney

Russ DeBoodt, Crook County Fire and Rescue, provided verbal comment that he had talked with the Applicants, they have CMT on site, and proposing to have open access for any emergency personnel. He also stated that the property is in the Redmond response area and encouraged the applicants to reach out to Redmond and make them aware of the event. He also asked that an address off of Lone Pine be assigned for the arena as the address associated with the property is on O'Neal.

The applicants have applied for electrical permits for the arena and planning staff has stated that they could be given an address for the electrical service at the arena and be assigned a Lone Pine address, which would be shared with Emergency Responders. The arena entrance would also be given a green fire marker sign for easier identification.

"I have reviewed the traffic control for this event and am good with it. They have also coordinated with ODOT because of the proximity to the O'Neill Hwy. I believe ODOT is OK also"
Thanks
Robert E. O'Neal
Road Master
Crook County Road Department

(c) The planning director shall make a recommendation on the application to the Crook County court.

Response: It is the Community Development Directors opinion that the application meets the social gathering standards as laid out in this chapter.

(d) The Crook County court shall hold a public hearing on the issue of the application's compliance with all of the requirements of this chapter. Notice of the time and place of such hearing, including a general explanation of the matter to be considered, shall be published at least seven calendar days before the hearing in a newspaper of general circulation in the county.

Notice shall also be sent to property owners within 750 feet of the property upon which the social gathering will be held.

Response: Notice was sent out on July 13th, seven days prior to the County Court hearing.

(6) Permit Conditions. The Crook County court may, as conditions for the permit, require:

- (a) County officers to inspect the social gathering for compliance with the law as often as is necessary at the sole discretion of the county;
- (b) Inspection by the fire chief or designee for compliance with fire safety regulations as often as is necessary at the sole discretion of the fire district;
- (c) Inspection of the social gathering site by the county sheriff or other law enforcement for compliance with the conditions of the clearance concerning crowd control, traffic management and compliance with applicable laws;
- (d) If the inspections described above reveal deficiencies in compliance with local, state, or federal law, the inspectors may return as often as needed until the deficiencies are cured. If the deficiencies are not cured or cannot be cured, the county sheriff may terminate the social gathering as provided in subsection (5) of this section;
- (e) A cash deposit of up to \$5,000 to cover county costs associated with the gathering (e.g., county personnel costs associated with crowd control, traffic control, and site clean-up).

Response: The County Court may include the above as conditions of approval for the event permit.

(7) Authority of the Sheriff to Regulate Social Gatherings.

- (a) The county sheriff has the authority to order the crowd to disperse and leave the social gathering site if the permit holder cannot maintain order and compliance with all applicable state and local laws, or refuses to maintain order and compliance with state and local laws or refuses or is unable to adhere to the terms and conditions of the permit.
- (b) If at any time during the social gathering the number of individuals or vehicles attending the gathering exceeds the number of individuals or vehicles estimated in the permit application and creates, in the judgment of the sheriff, an unreasonable threat to the health, safety and welfare of the public, the county sheriff has the authority to require the permit holder to limit further admissions until a sufficient number of individuals or vehicles have left the site to eliminate the health, safety or welfare threat to the public.

RESPONSE: Applicant is responsible for adherence to the above.

5.04.250 Operation of social gatherings.

(1) Sale of Intoxicating Liquor Prohibited. No organizer shall permit any person to sell intoxicating liquor at a social gathering nor permit intoxicating liquor to be sold on the premises without first obtaining appropriate licenses from the Oregon Liquor Control Commission, copies of which shall be submitted to the planning director.

RESPONSE: The Applicant has submitted the OLCC license approval.

(2) Illegal Drugs Prohibited. No organizer of a social gathering shall permit any person to bring controlled substances into a social gathering, nor permit controlled substances to be used on the premises.

RESPONSE: Applicant is responsible for adherence to the above.

5.04.260 Enforcement and penalties.

Any person who initiates, organizes, promotes, permits, conducts, or causes to be advertised a social gathering or the owner of property, or person in charge of property upon which a social gathering is conducted, without obtaining the permit provided in this chapter, or who conducts or allows a social gathering with a permit but in violation of the terms and provisions of this chapter and of the permit granted, or who shall counsel, aid, or abet such violation or failure to comply, shall be punished, upon conviction, by a fine of up to \$2,500 per day. A failure from day to day to comply with this chapter shall be a separate offense for each such day.

In addition to levying penalties, the county reserves the right to employ other enforcement as necessary including, but not limited to, the right to seek an injunction to prohibit the gathering. Actions will be reviewable by the circuit court. The county can recover all attorney fees and any and all enforcement costs.

RESPONSE: Applicant is responsible for adherence to the above.

5.04.270 Conformance with other law.

This chapter shall in no way be a substitute for, nor eliminate the necessity of, conforming to any and all state laws, rules and regulations, and other county ordinances which are now, or may be in the future, in effect which pertain to the conduct of social gatherings.

RESPONSE: Applicant is responsible for adherence to the above.



APPLICATION FOR PERMIT TO CONDUCT AN OUTDOOR SOCIAL GATHERING

Name of Gathering:

PBR Challenges Series O'Neil Arena

Date Application Submitted:

Crook County

JUN 20 2022

Community Development

I. General Information.

It is unlawful for any sponsor, owner of property, or person in charge of property to initiate, organize promote, permit, conduct or cause to be advertised a social gathering, unless a permit has been obtained pursuant to Crook County Code Chapter 5.04.

The application with all attachments shall be submitted to Crook County Community Development, 300 NE 3rd Street, Prineville, Oregon as soon as possible, but no less than 60 days prior to the date of the social gathering.

Fees are as follows:

101 to 250 participants	\$200.00
251 to 500 participants	\$500.00
501 to 1000 participants	\$1,000.00
1001 to 3000 participants	\$1,500.00

II. Organizer Information.

The Organizer includes any person who holds, stages or sponsors an outdoor social gathering. The Organizer shall establish a headquarters at the gathering site and the Organizer or Organizer's designee shall be present at the gathering at all times during operating hours.

Organizer Name: Mickie Mortimore

Organizer's Address: 4211 SW Highland Ave

City State ZIP Code Redmond, OR 97756

Organizer's Phone Number: 541-419-4884 FAX Number: _____

Organizer's E-mail Address: oneilarena1@gmail.com

Contact Person (Person-in-charge): Mickie Mortimore

Contact Person's Phone Number: _____

Contact Person's Phone Number While at the Event: 541-419-4884

An Organizer who is not the owner of the property shall provide a signed authorization form from the property owner (Attachment A)

III. Property Owner Information

Owner refers to any person, who alone or severally with others, has legal title to the premises where the social gathering will take place. This can be a person or group who has charge or control of the property such as the owner's agent or lessee.

Owner Name: Paul Terrell
 Owner Address: 19221 NE ONEIL Hwy
 City State ZIP Code Redmond OR 97756
 Owner Phone Number: 503 867-9820 FAX Number: _____
 Owner E-mail Address: Paul Terrell@hotmail.com

IV. Site Information

Site Address: 19221 NE ONEIL Hwy Redmond OR 97756
 Tax Account Number(s): _____
 Description of site (fields, forest, meadow, etc., including the identification of any ponds, lakes, creeks, streams, rivers, or wetlands): fields, Crooked River
Near By

V. Gathering Information

Date(s) Gathering Will Be Held: August 19th and 20th
 Date(s) for Set-up: 19th & 20th
 Date(s) for Clean-Up: Sunday 21st
 Gathering Name: PRR Challenger Series
 Gathering Site Name: O'Neil Arena
 Purpose of Gathering (run, walk, fair, concert, etc.) [provide details]:
Bull riding, ~~motorcycle racing~~ and concert

Describe the planned activities at the gathering (or attach a program of events)

Bull riding, and concert

Hours of Operation: 5 pm - 10 pm
 Maximum Number of Attendees at Any Given Time: 2000

How long is an attendee likely to be on the site? (Hours): 5 hrs
Maximum Number of Attendees Expected Each Day: 3000
Maximum Number of Attendees Over the Entire Gathering: 4,000
How will attendance be verified (e.g., wrist bands, ticket sales)?
Ticket Sales

Will there be overnight camping? Yes No

VI. Event Information.

Food Booths

Will food booths be present? X Yes No

Food Booth Coordinator's Name: Mickie Montimone

Food Booth Coordinator's Phone Number: 541-419-4884

Food Booth Coordinator's E-mail Address: oneilarenall@gmail.com

Food Booth Coordinator's Phone Number While at the Event same

Will the Food Booth Coordinator provide the food booths?

 Yes ~~X~~ No

If no, who will provide the food booths? Food Vendors/Food trucks

[Food booths may be provided by the event Organizer, the food vendor, or other person(s).]

Will the Food Booth Coordinator provide the electricity for the food booths?

 Yes ~~X~~ No

If no, who will provide the electricity? Vendor w/ generators

Will the Food Booth Coordinator provide hand wash stations IN the food booths? Yes X No

If no, who will provide the hand wash stations IN the food booths?

Food truck owners

Will the Food Booth Coordinator provide refrigerated trucks?

 Yes ~~X~~ No

Alcohol

Will alcoholic beverages be sold on the premises?

X Yes _____ No

If yes, has the Oregon Liquor Control Commission granted approval?

_____ Yes _____ No

In the process**Sound System**

Will amplified sound system or a public address system be used?

X Yes _____ No

What hours will the amplified sound system/public address system be used:

5-10 pm**Restrooms**Will restrooms/portable toilets be provided? X Yes _____ No

If yes, how many facilities will be provided?

16

Who is the contractor responsible for handling wastewater management (e.g., providing and servicing portable toilets)?

Company Name: Cascade Medical Transport Ranch Country
Contact Name: Nik Tjarks 541-408-6058
Phone Number: 541-408-2855 541-480-9058 Nathan Portapotties**Drinking Water**What will be the source of the required water supply? Food Carts

[The Organizer shall provide and strategically located drinking water stations, complying with OAR 333-039-0015, to effectively meet the drinking water needs of attendees, participants, and staff.]

First Aid/Medical ServicesHow many first aid stations will be provided? 1

Who is the r responsible for providing first aid/medical services?

Company Name: Cascade Medical TransportContact Name: Nik TjarksPhone Number: 541-408-2855

[Each event shall have Emergency Medical Facilities as defined in OAR 333-039-0040. Additional facilities may be required by the County Health Department, due to the nature of the event, time of year, number of attendees and participants, risk of injuries, or other public health and safety needs.]

Lighting

Will the event be held after daylight hours? X Yes _____ No

[If the temporary event will be held after daylight, there must be adequate lighting to ensure the comfort and safety of the attendees, participants, and staff. Lighting is required in the parking areas as well as on the event site.]

What type of lighting source and number of lighting fixtures will be used? _____

6 light towers

What electrical source will be used? Generators

Solid Waste Management

How many, and what type, trash containers will be on site? 15 trash cans

Will the Organizer handle solid waste management and site clean-up?

X Yes _____ No

If yes, who will be responsible for the solid waste management and site clean-up?

Name: O'Neil Arena Personnel

When will the clean-up take place? Sunday and during the events

If no, who is the contractor, under written contract with the Organizer that will handle the solid waste and site clean-up?

Company Name: Hauling to dump

Contact Name: _____

Phone Number: _____

When will the clean-up take place? During event and the 21st

How will the waste be collected and where will it finally be disposed? in a

Trailer Then Hauled to Prineville Dump

Crowd Control

Describe the type of crowd control/security personnel that will be on-site during the event. Detail the number of personnel on site and their responsibilities.

Describe who will be in charge of security for the gathering:

Alpha Security will be in charge w/10 people

Who is the contractor, under written contract with the Organizer that will handle the crowd control and security?

Company Name: Alpha Security

Contact Name: Jeremy

Phone Number: 541-214-8319

Other

Will there be fireworks? Yes X No
If yes, what time? How long?

Will animals be present? X Yes No
If yes, how will the animals be involved? the event is a
bull riding so around 35

VII. Traffic Control Plan

The applicant is required to submit a Traffic Control Plan to the County for approval. The plan will show how traffic will enter the county Road System and exit the County Road system without substantial interruption to surrounding properties. The plan should include a description of any flaggers that might be required and any advance temporary signing.

VIII. Site Plan and Directional Signs

- A. Sufficient signage shall be required for identifying and directing attendees, participants and staff to: all entrance and exit locations, the Organizer's headquarters, first aid station(s), restrooms, and free drinking water facilities. All lettering shall be in a color and design that is in high contrast with the background and of an appropriate font size to be clearly visible and easily read from anywhere on the gathering site. Signage on the first aid station(s) shall be posted in all directions for everyone to clearly identify. All signage shall be in compliance with local fire and building codes. If a gathering is held at night time, all exit signs and exit markings

shall be illuminated. Additionally, within an enclosed building, illuminated low level exit signs and directional markings shall be required.

B. A detailed site plan of the area where the gathering will take place, including the following details, shall be submitted with this Application. (A hand drawn map of reasonable scale is acceptable.) The site plan shall show existing structures on the property and proposed temporary structures.

- 1) Show parking areas available and designate areas for handicapped, attendees, participants, and staff both those under the control of the Organizer and others which may be used off site for the gathering. Include an estimate of the size of the area and the number of parking spots that will be provided;
- 2) Location of the entrances and exits designated for attendees, participants, and staff, including placements of directional signs leading to these locations, as well as any interior walks and roadways (Please detail emergency vehicle access and mark in which direction traffic will flow on the interior roadways);
- 3) Location of the Organizer's headquarters, including the placement of directional signage showing this location;
- 4) Location of any trails, tracks, runs, roadways and the like;
- 5) Location of food booths;
- 6) Location of restrooms, indicating which are handicap accessible, and hand wash stations, both permanent and portable, including placement of directional signs leading to these facilities;
- 7) Location of solid waste receptacles;
- 8) Location of waste water tanks, if unable to directly connect to the sanitary sewer system;
- 9) Location of free drinking water stations including placement of directional signs leading to these stations;
- 10) Location of lighting, if event takes place after daylight hours;
- 11) Location of electrical power sources;

- 12) Location of stage and sound equipment, indicating the direction they are pointing; and
- 13) Location of the first aid station(s), including the placement of directional signage showing this facility, emergency vehicle parking, and emergency vehicle ingress and egress routes.
- 14) Location of camping area (if provided)

IX. INSURANCE

Has the applicant provided proof of casualty insurance? X Yes
 _____ No

Has the applicant provided the cash deposit as required by Crook County Code 5.04.060(2)? X Yes X No
Mass Social 5.04

The applicant agrees to meet the terms and provisions of Crook County Code chapter 5.04 and all laws, rules and regulations of the state of Oregon and Crook County.

Tom Kovic

Applicant Signature

5/25/22

Date

PBR Event August 19th and 20th
O'neil Arena
19221 NE O'Neil Hwy, Redmond

Set up for the event will start around noon of the 19th. This will be for the cattle sorting at 3 and a concert to follow.

The 20th set up will start with volunteer around 10 am. Food carts will start arriving around noon. This will be very light traffic. Doors will open around 5 PM for the PBR event. We will have traffic control out for the hour prior to the event as required by ODOT and Bob Oneal from the county. The event will end no later than 10 PM on both nights.

Sunday will consist of breakdown and clean up. This is again with volunteers and will have very light traffic.

From: Russ Deboodt rdeboodt@ccf-r.com
Subject: RE: SITE PLAN for O'neil Hwy and Lone pine
Date: June 17, 2022 at 1:41 PM
To: Mac Even mac@evenbetterhomes.com, Katie McDonald Katie.McDonald@co.crook.or.us
Cc: micci mortimore mmicci2002@yahoo.com, Shannon Fuller shannonafuller@gmail.com

Good afternoon Katie,

I have reviewed the site plan for the bull riding event on Lone Pine Road. I am good with the plan submitted. Please let me know if you need anything additional from us.

Regards,

Russell Deboodt
 Division Chief - Fire and Life Safety
 W-541-447-5011
 C-541-280-0911
 F-541-447-2705
rdeboodt@ccf-r.com

From: Mac Even <mac@evenbetterhomes.com>
Sent: Friday, June 17, 2022 8:37 AM
To: Russ Deboodt <rdeboodt@ccf-r.com>
Cc: micci mortimore <mmicci2002@yahoo.com>; Shannon Fuller <shannonafuller@gmail.com>
Subject: Re: SITE PLAN for O'neil Hwy and Lone pine

1. Yes
 2. Yes
 3. Absolutely
 4. Correct
 5. Yes, we will have a water truck working before the show and it will be there on standby during the event.
 We will have the access open the entire event. We have not talked too Redmond fire but we will definitely reach out to them.
 Do you think you could write a quick letter about this so I can give it to the county planners.
 I appreciate your help. Thanks, Mac
 If you have any questions for me you can reach me at 503-348-5602

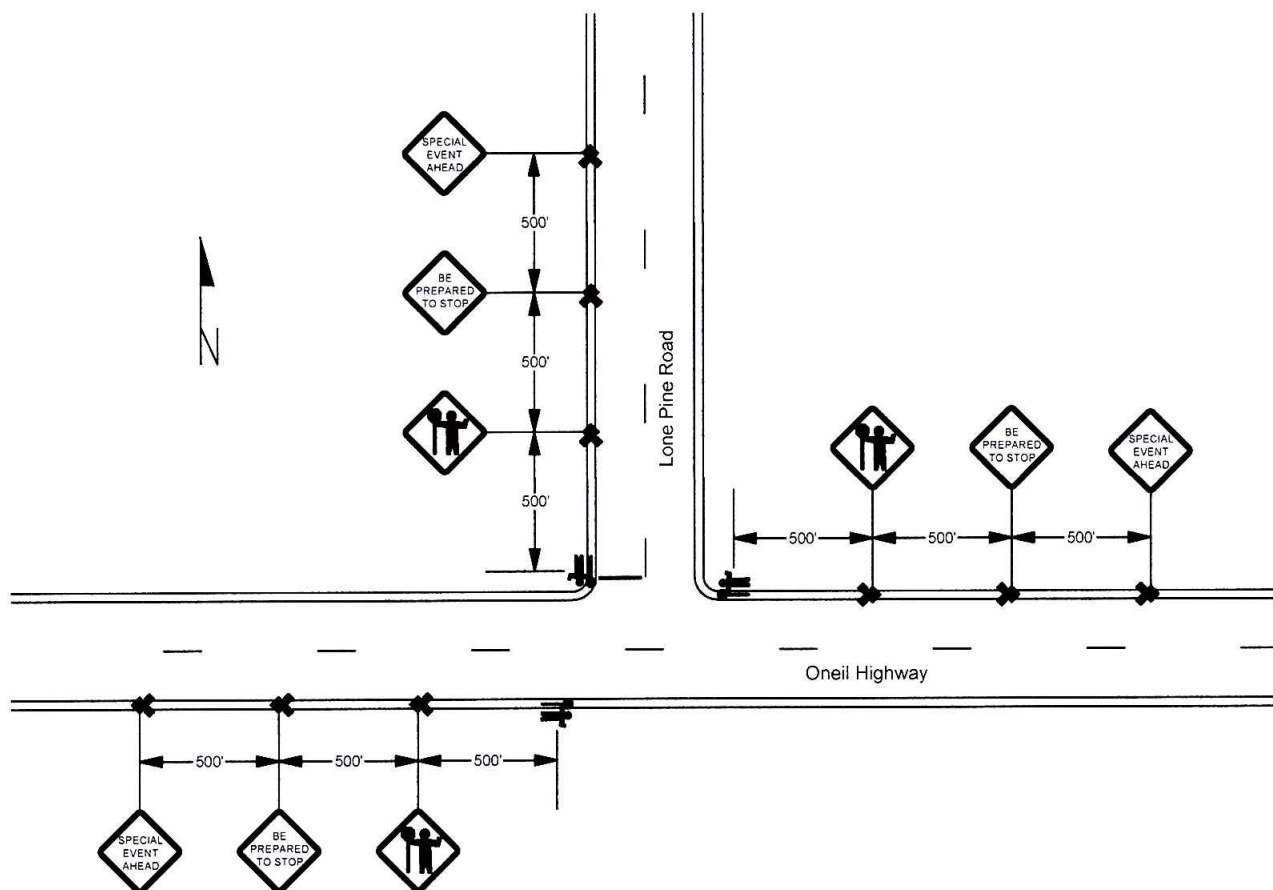
On Jun 16, 2022, at 2:14 PM, Russ Deboodt <rdeboodt@ccf-r.com> wrote:

Hey Mac,

Thank you for the site plan. Just so I can confirm a few things:

1. EMS standby is being provided by CMT.
2. Primary Access to the event is off Lone Pine Road, and there will be flaggers during the event.
3. Food carts are self-contained and have the appropriate fire extinguishers for what they are cooking

Traffic Control Plan: Oneil Highway at Lone Pine Road
August 20, 2022, 6:00 to 7:00 PM (1 hour prior to event start)



Notes:

- 1) Provide one flagger on each intersection approach (3 total).
- 2) Provide signage on each approach conforming with the spacing requirements as shown.
- 3) The primary purpose of event flagging at this event is to ensure that the eastbound lane does not develop significant queues which obstruct highway traffic flow on Oneil Highway. Flaggers shall interrupt westbound traffic flows as needed to serve eastbound left-turning and through traffic, and to safely clear any southbound queues approaching Oneil Highway on Lone Pine Road.

CROOK COUNTY
PERMIT FOR SOCIAL GATHERING

<DATE of permit>

Application Number: N/A

Permit Number: 2022-01

A. Event Information

Gathering Title: "PBR Challenge Series, O'Neil Arena," also known as "US Shoot Out Tour"
(hereinafter "the event.")

Gathering Dates: August 19 – August 21, 2022

Opening Time: 12:00 PM

Closing Time: 10:00 PM

Pre-opening set-up dates: Friday, August 19, 2022

Post-closing clean-up dates: Sunday, August 21, 2022

Maximum number of attendees (guests, vendors, staff, all others): 4,000 over the entire event.

B. Permittee Information

Permittee: Mickie Mortimore, for O'Neil Arena, LLC, an Oregon limited liability company.

Address: (No PO Boxes) 4200 SW Highland Avenue

City, State, ZIP: Redmond, OR 97756

Regular business phone: 541-419-4884

24-hour contact phone: 541-419-4884

Regular business email: oneilarenallc@gmail.com

24-hour contact email: oneilarenallc@gmail.com

Fax:

This Permit is **not effective** unless signed and notarized by the Permittee named above.

Signature / Date

Print Name and Title

STATE OF _____, County of _____) ss.

This instrument was acknowledged before me on _____, 20____,

By _____.

Notary Public – State of _____

C. Property Information

Address of Event: 19221 NE O'Neil Highway, Redmond, OR 97756

Tax Lots of Event: 14 14 29 000 0200

Owner of Property: Paul Terrell

Owner's Address: (No PO Boxes) 3673 NW 18TH AVE

City, State, ZIP: OAKLAND PARK, FL 33309

Owner's Phone: 503-267-8820

Owner's email: paulterrell@hotmail.com

Fax:

D. OLCC Management Contact

Name of Point of Contact: Mickie Mortimore (license no. 576362)

Contact's Address: (No PO Boxes) 4200 SW Highland Avenue

City, State, ZIP: Redmond, OR 97756

Regular business phone: 541-419-4884

24-hour contact phone: 541-419-4884

Regular business email: oneilarenallc@gmail.com

24-hour contact email: oneilarenallc@gmail.com

Fax:

E. Drinking Water Contact

Name of Point of Contact: Mickie Mortimore, an individual.

Address: (No PO Boxes) 4200 SW Highland Avenue

City, State, ZIP: Redmond, OR 97756

Regular business phone: 541-419-4884

24-hour contact phone: 541-419-4884

Regular business email: oneilarenallc@gmail.com

24-hour contact email: oneilarenallc@gmail.com

Fax:

F. Medical / Mental Health / First Aid Contact

Name of Point of Contact: Nick Tjarks, Cascade Medical Transport

Contact's Address: (No PO Boxes)

City, State, ZIP:

Regular business phone: 541-408-2855

24-hour contact phone:

Regular business email:

24-hour contact email:

Fax:

G. Security Contact

Name of Point of Contact: Jeremy [REDACTED], Alpha Security

Contact's Address: (No PO Boxes) [REDACTED]

City, State, ZIP: [REDACTED]

Regular business phone: 541-214-8319

PBR Challenge Series, O'Neil Arena

Conditions of Approval

Page 2 of 7

24-hour contact phone: _____
 Regular business email: _____
 24-hour contact email: _____
 Fax: _____

H. Traffic Contact

Name of Point of Contact: Mickie Mortimore, an individual.
 Address: (No PO Boxes) 4200 SW Highland Avenue
 City, State, ZIP: Redmond, OR 97756
 Regular business phone: 541-419-4884
 24-hour contact phone: 541-419-4884
 Regular business email: oneilarenallc@gmail.com
 24-hour contact email: oneilarenallc@gmail.com
 Fax:

I. Fire Control Contact

Name of Point of Contact: Mickie Mortimore, an individual.
 Address: (No PO Boxes) 4200 SW Highland Avenue
 City, State, ZIP: Redmond, OR 97756
 Regular business phone: 541-419-4884
 24-hour contact phone: 541-419-4884
 Regular business email: oneilarenallc@gmail.com
 24-hour contact email: oneilarenallc@gmail.com
 Fax:

J. Conditions of Approval

The County approves this permit subject to these conditions being continuously met during the entirety of the Event.

1. Approval of the Event is specifically conditioned upon Permittee's acceptance of and agreement to comply with the terms of Crook County Code chapter 5.04, ORS Chapter 433.735 to .770, and OAR Chapter 333-039 which by this reference are incorporated into and made a part hereof. In the event of any conflict between these authorities, the Permittee will immediately notify the County and abide by the provision most restrictive of Permittee's actions and/or most protective of the general public until otherwise informed by the County.
2. Hours of Operation: Permittee will not allow the event to begin before or extend later than the dates and times described above.
3. Noise: No amplified sound will be used during the following hours:
 -
 -
 -
4. Attendee notification: Each day at _____ o'clock AM/PM, Permittee will provide accurate, contemporaneous information on the number of attendees at the gathering as of that date and time. This information will be provided to the Crook County Sheriff's Office at michael.ryan@crookcountysheriff.org.

5. Permittee will allow the Crook County Sheriff and his/her designees to enter upon and inspect the Property at all hours.
6. Permittee will maintain the points of contact listed above at every hour of the event, and those persons will respond immediately to calls or contacts from the County or designees.
7. Permittee will maintain all licenses and permits required for their activities not otherwise specifically described herein.
8. No condition or provision of this Permit may be modified, amended, or waived by any statement or document, including documents required to be submitted by these conditions, unless these conditions are amended in writing signed by the County and attached hereunto.
9. Alcohol Service:
 - Every person serving alcohol has and maintains a valid and current OLCC server license during the event.
 - Every server will present their license to OLCC, County officials, and each of their designees, immediately upon demand.
 - The hours of alcohol service will be no earlier than 1:00 PM and no later than 10:00 PM.
10. Wastewater:
 - Permittee will maintain not fewer than 6 restrooms during the entirety of the event.
11. Drinking water:
 - Permittee will maintain five (5) gallons of potable water per attendee per day separate from and in addition to any other water source described herein.
 - Permittee will maintain a reserve tank or tanks totaling an amount of potable water equal to 10,000 gallons. The water in these reserve tank(s) will not be used unless the Crook County Sheriff's Office is notified immediately.
 - All water distribution lines, if any, will be installed at a minimum depth of 12 inches in the soil and shall be covered.
 - A minimum pressure of 20 pounds per square inch will be maintained at all times and at all points within the water distribution system.
12. Fire and fire suppression:
 - Permittee will allow the Fire Chief of Crook County Fire and Rescue and his/her designees to enter upon and inspect the Property at all hours of the event.
 - Permittee will allow the Oregon State Fire Marshal and his/her designees to enter upon and inspect the Property at all hours of the event.
 - Each camping space shall be a minimum of 1,000 square feet or large enough to accommodate a parked camping vehicle, tent vehicle or tent, as the case may be, and to maintain at least 15 feet separation from any other camping vehicle, tent vehicle or tent, building, structure, or property line.
 - Permittee will not use or allow attendees to use fireworks during the event.
13. Medical, mental health, and first aid services:
 - At all hours, Permittee will maintain not fewer than one (1) active duty licensed healthcare professional on the property.

- At all hours, not fewer than **one (1)** ambulance shall be provided for emergency evacuation of sick and injured persons.
- Facilities shall be provided in which the healthcare professionals can provide patient care and treatment. The facility shall be enclosed, protected from the elements, and shall have chairs, and locked cabinets for equipment and medicine. All necessary medicine and instruments for conducting first aid and examinations shall be available.
- Lighting within the emergency medical facilities shall be provided and shall be not less than 200 foot candles in areas where treatment and minor surgery are conducted.
- Attending healthcare professionals shall keep accurate records of patients and treatment, and shall immediately notify the Crook County Health Department contact and Sheriff's Office contact of all cases involving a communicable disease.

14. Security and crowd control:

- The Permittee shall maintain an accurate count of persons attending the event and shall provide adequate security arrangements to limit further admissions to the event when the permitted number of attendees has been admitted.
- The Permittee will provide accurate count of attendees to the County immediately upon request.
- The Permittee will ensure that no security or crowd control personnel have been convicted of a felony.
- The Permittee will provide security personnel, numbering not fewer than 1 per 250 attendees, who shall be duly certified as required by law.
- The Permittee will provide all certifications and documentation related to the security personnel as may be required by the Sheriff's Office.

15. Traffic control:

- The Permittee shall provide easily accessible roads of all-weather construction at the event. All roads shall be graded so as to be self-draining and shall be maintained in such condition that emergency and other required vehicles can move upon them unencumbered and can carry out their functions at all times.
- The Permittee will abide by the provisions of the Traffic Control Plan approved by the County.
- An ungraveled dirt road shall not be considered as being an all-weather road.
- Permittee will not allow that any public roadway in the County to experience transit delays of **minutes**.
- The motor vehicle parking spaces shall be arranged to eliminate blockage of parked vehicles and allow vehicles free access to exits at all times.
- The Permittee will maintain parking space reserved for County or State vehicles immediately adjacent to each of the following locations, of at least ten feet wide by twenty feet long: :
 - i. The command/operations center.
 - ii. Each medical/first aid center.
- Each motor vehicle parking space shall have a minimum width of ten feet and a minimum length of twenty feet and shall be clearly marked.

- Permittee will maintain not fewer than ____ flaggers, licensed and certified per Oregon law, at each entrance and each exit during all hours of the event.
16. During all days and hours of the event, and for not less than ninety days thereafter, Permittee will maintain casualty insurance to cover claims relating to the event including but not limited to pre-event setup, the event itself, and post-event clean up activities.
 - The insurance policy will include limits of \$1,000,000.00.
 - The insurance policy must be on a “per occurrence” basis and provide for the payment of claims within 180-days after the scheduled termination of the event.
 - The Permittee will provide current copies of the policy to the County at no charge immediately upon request.
 - The insurance policy must contain the complete statement “Crook County is named as an additional insured.”
 - The insurance policy may not be cancellable and must provide coverage against liability for death, injury, or disability of any person and for damage to property arising out of the event.
 17. The Permittee agrees that it shall defend, indemnify and hold harmless Crook County, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with the outdoor social gathering, including any claims, demands, or judgments alleged by the permittee due to violations of the conditions of approval or this Chapter, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of the permittee, for its employees, servants, agents, or attendees.
 18. Periodic meetings: The Permittee will meet with County staff and their designees, wherein the property and all event facilities may be inspected:
 - At such times as the County may require due to conditions discovered at or before the Event.
 19. The Permittee consents to the personal jurisdiction of Oregon state courts for any matter related to the conduct of the social gathering.
 20. Conflict: In the event of conflict between this Permit and the terms of any other referenced document, including those incorporated herein, the provisions of this Permit will control. Permittee will immediately notify the County upon discovery of any such conflict.
 21. Any attachment specified by this Permit may be subject to future revisions as the County may reasonably require due to changed circumstances since this Permit was originally issued.
 22. Within ten (10) days before the first day of the event, Permittee will have paid over to the County a deposit as required by Section 5.04.070(15) of the Crook County Code, in the amount of \$5,000.00.
 23. The business entity constituting the Permittee must remain registered and in good standing with the Oregon Secretary of State’s office throughout the term of this Permit, including any post-event periods as described herein or in Chapter 5.04 of the Crook County Code.

24. This Permit immediately becomes void in the event that Permittee (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or a proceeding or case is commenced, without the application or consent of Permittee, in any court of competent jurisdiction, seeking any of the foregoing, or an order for relief against Permittee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).
25. If the Permittee fails to meet any of the conditions of this Permit or applicable law, the County may terminate this Permit immediately upon notice to the Permittee, person in charge of the property, and/or the Property Owner, or their successors or assigns.

Issued by the Crook County Court on this ____ day of _____, 2022.

For Crook County

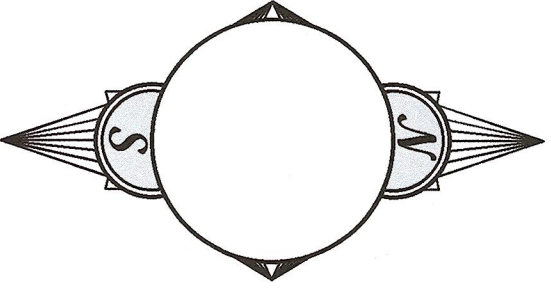
Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

OVERALL SITE PLAN

19221 Northwest Oneil Highway, Redmond, OR



SCALE: 1" = 100'

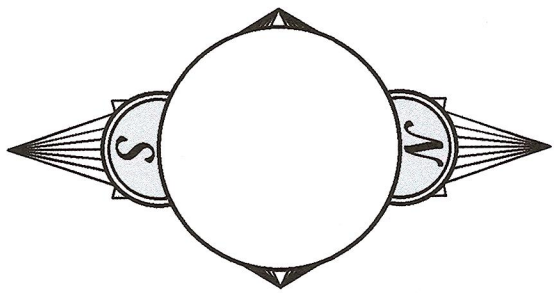
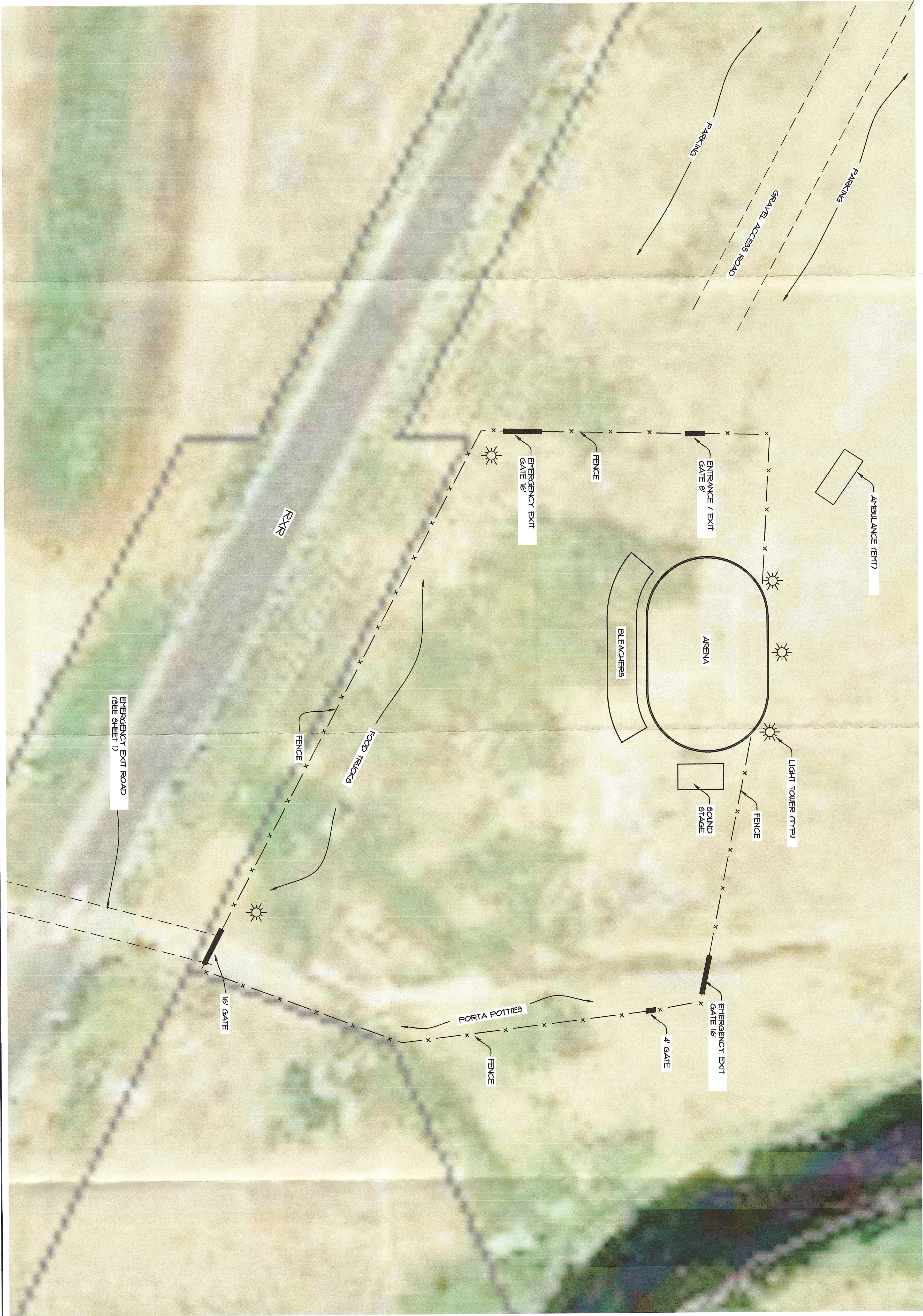
0 50' 100' 200'

FILE: 22-121 - SITE PLAN.dwg

SHEET 1 OF 2

DETAILED SITE PLAN

19221 Northwest Oneil Highway, Redmond, OR



SCALE: 1" = 20'

0 10' 20' 40'

FILE: 22-121 - SITE PLANNING

SHEET 2 OF 2