



CROOK COUNTY WORK SESSION AGENDA

Wednesday, October 29, 2025 at 9:00 am

**Crook County Administration Conference Room I 203 NE Court St. I
Prineville OR**

Members of the public and media are welcome to attend in person or via Zoom: Phone:
1-253-215-8782; Meeting ID: 962 4214 4333; Passcode: 970900

PUBLIC COMMENT

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

DISCUSSION

1. BestCare Program & Community Update

Requester: Melissa Thompson

Presenters:

Melissa Thompson, Chief Behavioral Health Officer

Angela Cumming, Behavioral Health Director

2. Regional Fire Specialist WildFire Program Update

Requester: Rebecca Keegan

Presenter: Ariel Cowan, Regional Fire Specialist

3. Signature on CJC Grant for Justice Reinvestment Program for 25-27 budget year

Requester: Aaron Boyce

Community Corrections Lieutenant

4. Funding Approval for Four Leased Dump Trucks (Including Two with Sanders)

Requester: Brad Haynes

Road Superintendent

5. Letter of Support for Goal 5 Update DLCD Technical Assistance Grant

Requester: John Eisler

Community Development Director

6. Community Development Monthly Update

Requester: John Eisler

Presenters: John Eisler / Randy Davis

7. Distribution of ODA Grasshopper Funds

Requester: Susan Hermreck

County Commissioner

MANAGER REPORT

8. Landfill Q3 Update

COMMISSIONER UPDATES

EXECUTIVE SESSION

None Scheduled

NOTICE AND DISCLAIMER

The Crook County Board of Commissioners is the governing body of Crook County, Oregon, and holds work sessions to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Board of Commissioners has published this PDF file. This file contains the material to be presented before the County Board of Commissioners for its next scheduled work session.

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

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

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

If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 300 NE 3rd Street, in Prineville.

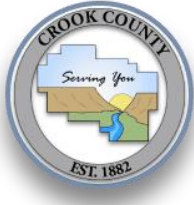
Additional Items

Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at

541-447-6555. Assistance to handicapped individuals is provided with advance notice.

Contact: Brian Barney (brian.barney@crookcountyor.gov (541) 447-6555) | Agenda published on 10/22/2025 at
10:14 AM

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

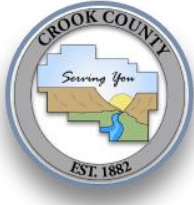
Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

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/



Oregon State University
Extension Service
Fire Program

Fire Program- Crook County

Ariel Cowan
October 29th, 2025

Ariel Cowan

Extension Regional Fire Specialist –
Central Region

Ariel.Cowan@oregonstate.edu





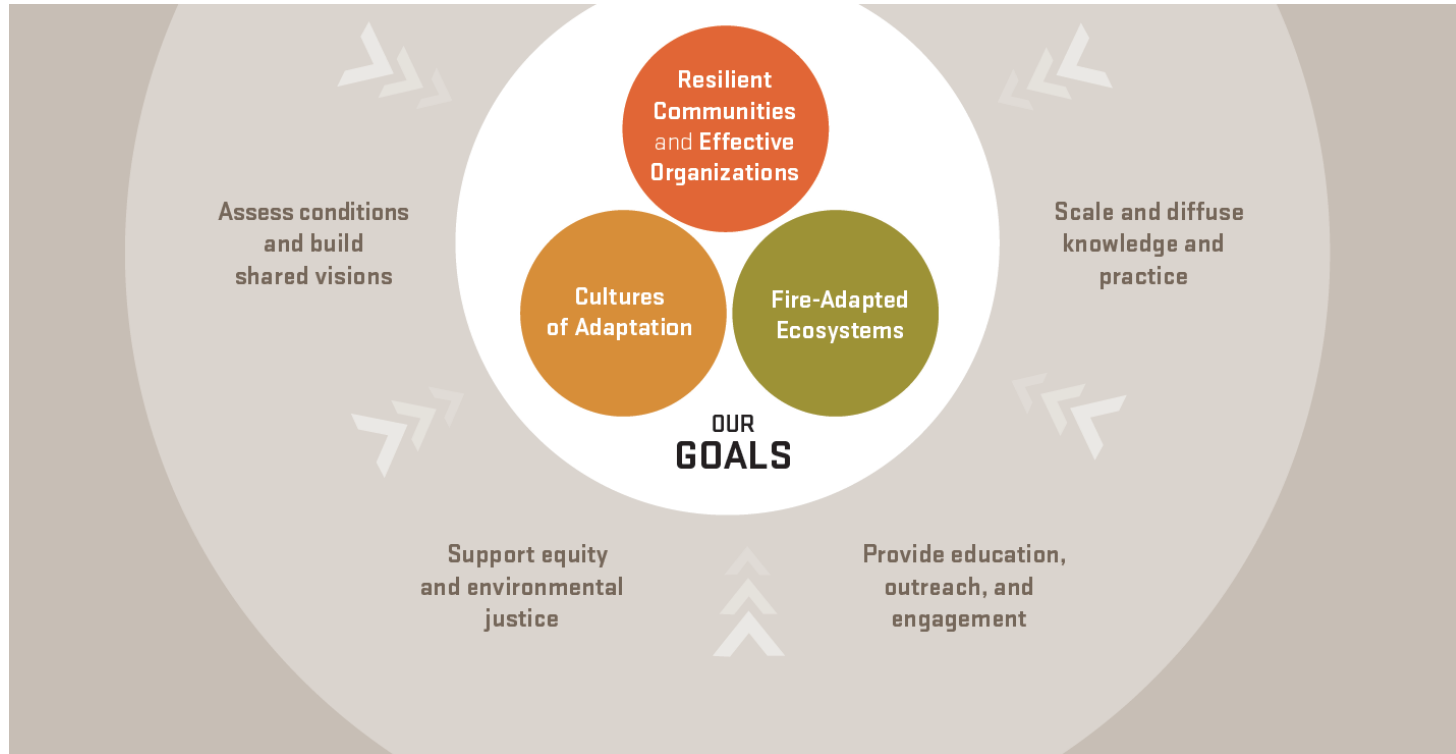
Oregon State University Extension

- ◆ Shares research-based knowledge
- ◆ Addresses issues that matter to all Oregonians
- ◆ Partnerships and programs contribute to a healthy, prosperous and sustainable future



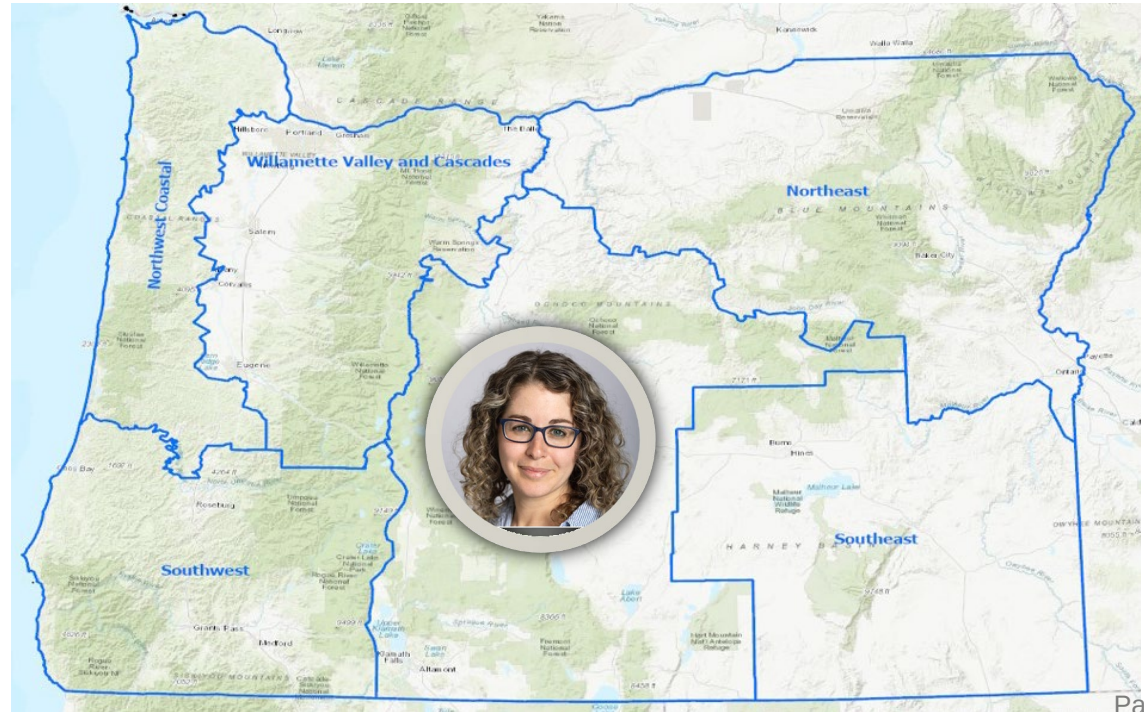
Oregon State University
Extension Service
Fire Program

Fostering fire-adapted communities and resilient landscapes through place-based partnerships



Fire Program Team

- Director
- Program Manager
- 6 Regional Fire Specialists





Fire Program Work

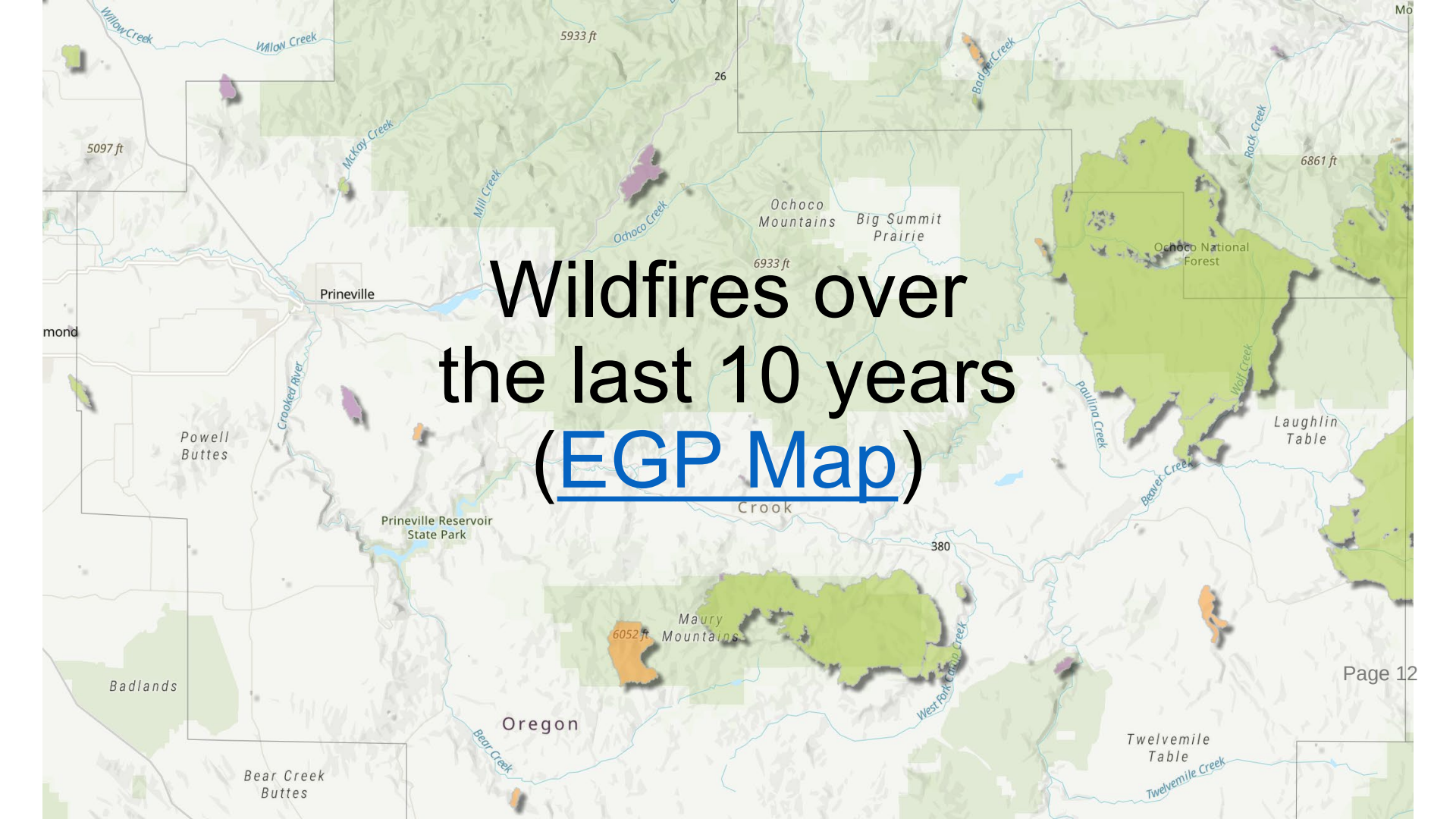
- Education
- Outreach
- Landscape-scale project assistance

Partnerships



Oregon State University
Extension Service
Fire Program





Wildfires over the last 10 years (EGP Map)





Partnerships & Community Engagement



- Crook County Community Wildfire Protection Plan (CWPP 2024)
- Wildfire Home Protection Strategies workshops
- Wildfire Preparedness Fairs
- Fire Resistant Plants for Home Landscapes
- ...and more



WILDFIRE PREPAREDNESS FAIR

- Wildfire prevention education
- Expert tips for protecting your home
- Planning for evacuation
- FREE goodies
- ... and so much more!

SATURDAY

APRIL 12th

2025

1:00PM TO 3:00PM

Stryker Park
Prineville, OR

Contact: ablanchard@ccf-r.com

FREE ADMISSION

OSU Extension Service & Local Fire Agency Partners Present

WILDFIRE HOME PROTECTION STRATEGIES WORKSHOP

FREE 3-hour Workshop on Reducing Wildfire Risk for Central Oregon Homes

Topics covered:

- Local fire history, fire science
- Defensible space landscaping
- Building material recommendations
- How to assess homes & neighborhoods

Please plan for an outdoor walk around a home, weather permitting

SATURDAY, APRIL 13 | 9 A.M. TO 12 P.M.
CROOK COUNTY OSU EXTENSION 4-H CLOVER BUILDING
3001 SE LINN BLVD, PRINEVILLE, OR 97754



A PNW EXTENSION PUBLICATION

Fire-resistant Plants
for Home Landscapes

Reduce Wildfire Risk
with Proper Plant Selection
and Placement

PNW 1086 | FALL 2023 OCTOBER 2023
PNW 1086 | FALL 2023 OCTOBER 2023

What's next?

- Workshop 2.0 in Juniper Canyon
- Fire Resistant Plant guide promotion & master gardener training
- 2026 Wildfire Preparedness Fairs

What needs are you noticing?



The graphic is a promotional poster for a wildfire home protection workshop. It features a QR code in the top left corner with the text "Register by scanning QR code with phone, visit beav.es/CTP or email rachel.humbert@oregonstate.edu". Below the QR code is a photograph of a woman in a dark shirt and pants standing on a ladder, cleaning a roof. The main title "Wildfire Home Protection Strategies" is prominently displayed in the center. Above the title are logos for the Oregon State University Extension Service Fire Program and the Fire Prevention Code. Below the title, it states "FREE 4-hour Workshop on Reducing Wildfire Risk for Central Oregon Homes" and "Earn 4 hours of CE credits for Oregon CCB, OSLAB, LCB, ISA". On the right side, there is a list of topics for contractors and the general public: "Defensible space landscaping", "Building material recommendations", and "How to assess homes & neighborhoods".

Register by scanning QR code with phone, visit beav.es/CTP or email rachel.humbert@oregonstate.edu

Oregon State University Extension Service Fire Program

Wildfire Home Protection Strategies

FREE 4-hour Workshop on Reducing Wildfire Risk for Central Oregon Homes

Earn 4 hours of CE credits for Oregon CCB, OSLAB, LCB, ISA

For contractors and the general public:

- Defensible space landscaping
- Building material recommendations
- How to assess homes & neighborhoods



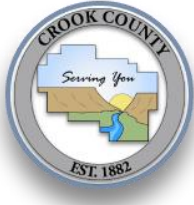
Questions?

You can contact me at:

ariel.cowan@oregonstate.edu

<https://extension.oregonstate.edu/fire-program>

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Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

JRP-27-07 GRANT AGREEMENT

CRIMINAL JUSTICE COMMISSION

JUSTICE REINVESTMENT PROGRAM

Agreement Number: JRP-27-07

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Crook County** (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence of each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$466,540

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$116,635 by November 30, 2025;
- (2) \$116,635 by March 31, 2026;
- (3) \$116,635 by September 30, 2026; and

(4) \$116,635 by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Justice Reinvestment programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent

any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this

Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC 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, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an 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 may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

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, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

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

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to provide Grant funds or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (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 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and 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 contribution obligation with respect to the Third Party Claim.

- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 the CJC on the one hand and of 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 CJC 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. CJC'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 CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC 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 CJC 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. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to

the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

CROOK COUNTY

By: Ryan Keck
Ryan Keck, Interim Executive Director

By: _____

Date: 10/13/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 9/29/25

Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through
its Criminal Justice Commission

Grant Administrator: Lindsey Cullins

Telephone: (503) 302-1990

Email: lindsey.cullins@cjc.oregon.gov

Recipient

Crook County
308 NE 2nd St
Prineville, OR 97754

Contact: Aaron Boyce

Telephone: (541) 416-3928

Email: aaron.boyce@crookcountysheriff.org

Project Description:

The Justice Reinvestment Program supports Oregon counties in fulfilling the requirements of House Bill 3194 (2013), specifically to plan, implement, and expand initiatives that establish a process to assess individuals and provide a continuum of community-based sanctions, services, and programs.

The goals of CJC's Justice Reinvestment Program include:

- Reducing recidivism through evidence-based practices while protecting public safety and holding individuals accountable; and
- Decreasing prison utilization for property, drug, and driving offenses while protecting public safety and holding individuals accountable.

This Grant requires the Recipient to:

- Base implementation of its Project on existing research and evidence-based practices for reducing recidivism; and
- Distribute no less than 10 percent of Grant funds awarded to community-based nonprofit organizations that provide services to victims of crime, with priority given to culturally specific organizations and culturally responsive services.

Recipient shall use Grant funds to maintain and/or expand local Justice Reinvestment strategies that provide an alternative to incarceration for eligible property, drug, and driving offenses, and support work toward the goals stated above. Specifically, Recipient shall use Grant funds to operate the following community-based supervision, sanctions, and services strategies: Mental Health Treatment and Downward Departure. The County is also receiving funds specific to operating their downward departure grant program for the same purposes and goals.

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must submit to CJC annual victim services reports on July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through CJC's grant administration system and contain all the requested data.

1. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Grant funds spent during the prior calendar quarter, with brief description; and
 - b. Any other Project information as CJC may reasonably request.
2. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.
3. CJC Annual Victim Services Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in providing services to victims of crime during the twelve-month period preceding the report date.



AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):



AGENDA ITEM REQUEST

Date:

October 14, 2025

Meeting date desired:

October 29, 2025

Subject:

Letter of Support for Goal 5 Update DLCD Technical Assistance Grant

Background and policy implications:

Over the 2025-27 biennium DLCD is offering technical assistance grants to counties to "update local land use plans ... to respond to growth management and resource protection issues." Community Development submitted a grant application to update the County's Goal 5 inventory, comprehensive plan, maps, and implementing ordinances within the October 10, 2025 deadline. A requirement to receive a DLCD Technical Assistance Grant is that the governing body provide a letter of support for the grant application.

Budget/fiscal impacts:

\$75,000 Grant Request/No monetary match offered in application

Requested by:

*John Eisler; Community Development
John.Eisler@CrookCountyOR.gov
541-447-3211*

Presenters:

John Eisler



Crook County

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

October 29, 2025

Via email to DLCD.GFGrant@dlcd.oregon.gov

DLCD's Grant Administrator
635 Capitol Street NE, Ste. 150
Salem, OR 97301

Dear Grant Administrator,

The Crook County Board of Commissioners are writing to express our formal support for our Community Development Department's Crook County Goal 5 Update and Solar Rule Opt-In grant application.

Our county is currently operating under a Comprehensive Plan that was codified in 2003 and based on data and policies from 1978. This nearly fifty-year-old framework is inadequate for addressing the significant modern growth pressures and complex land use challenges we now face. This update is no longer optional; it is a matter of responsible governance.

This is particularly true regarding renewable energy. The increasing number of proposals for large-scale solar facilities has generated considerable community interest and, in some cases, significant opposition. Rather than reacting to these projects on a case-by-case basis, we believe the responsible path is to lead a proactive, transparent, and community-driven process. This grant will enable us to do just that by opting into the new state solar siting rules (OAR 660-023-0195), providing a structured framework to identify appropriate locations for development while protecting our vital natural and agricultural resources.

We do not underestimate the difficulty of this undertaking. A full Goal 5 inventory update, coupled with the implementation of new state mandates, is a complex and resource-intensive task. This grant is critical to providing the technical and staffing resources required to complete this work correctly and effectively.

We appreciate your consideration and strongly support this grant application.

Sincerely,

X

Brian Barney
County Commissioner

X

Susan Hermreck
County Commissioner

X

Seth Crawford
County Commissioner

DRAFT



Department of Land Conservation and Development

2025-27 TECHNICAL ASSISTANCE GRANT APPLICATION

Please complete each section in the form below. Type or write requested information in the spaces provided. **Submit completed applications by October 10, 2025.**

Date of Application: October 10, 2025

Applicant: Crook County Community Development Department

(If council of governments, please also include the recipient jurisdiction name if applicable)

Street Address: 300 NE Third Street

City: Prineville

Zip: 97754

Contact name and title: John Eisler, Community Development Director

Contact e-mail address: John.Eisler@crookcountyor.gov

Contact phone number: 541-447-3211

Grant request amount (in whole dollars): \$75,000

Local Contribution (recommended but not required): \$Labor Match

Project Title:

Crook County Goal 5 Update and Solar Rule Opt-In

Project summary: (Summarize the project and products in 50 words or fewer)

Crook County requests funds to perform an updated inventory of its Goal 5 resources, update its Comprehensive Plan, maps, and code. This twenty-month project will allow an opt-in to the new state rules for siting solar energy facilities and create a replicable model for other Eastern Oregon counties.

Grant Type:

Direct Grant: Will this be a direct grant? Yes ☒ No ☐

If yes, will a consultant be retained to assist in completing grant products? Yes ☒ No ☐

DLCD-provided Consultant: Do you want DLCD to provide and manage a consultant to assist in completing grant products? Yes ☐ No ☒

Project Description & Work Program

Please describe the proposed project, addressing each of the following in an attachment.

A. Goals and Objectives. State the goals or overall purpose of the project. Describe particular objective(s) the community hopes to accomplish. Please indicate whether this is a stand-alone project or is part of a longer multi-year program. If it is the latter, describe any previous work completed, subsequent phases and expected results, and how work beyond this project will be funded.

B. Products and Outcomes. Clearly describe the product(s) and outcome(s) expected from the proposed project. Briefly describe any anticipated significant effect the project would have on development, livability, regulatory streamlining, and compliance with federal requirements, socioeconomic gains, and other relevant factors.

C. Equity and Inclusion Considerations. Using the [TA Grant Equity Guidance](#), identify priority populations in the project planning area. Describe the anticipated impact of your proposed project on priority populations. Describe a preliminary outreach and engagement plan with specific goals and outcomes for participation of priority populations in the project. Include specific tasks and products related to the outreach and engagement plan in sections D and E.

D. Work Program, Timeline & Payment.

1. Tasks and Products: List and describe the major tasks and subtasks, with:

- The title of the task
- Steps to complete task
- The interim and final products for each task

2. Timeline: List all dates for the project including tentative start date after the contract is signed, task completion dates, and project completion date. If the project is part of a multi-year program, provide an overview of the expected timelines in sequence of expected start dates and completion date for each phase and describe subsequent phases to be completed.

3. Payment Schedule: Develop a requested payment schedule showing amount of interim and final payments. Include the products that will be provided with each payment request. The payment schedule should generally include no more than two payments – an interim and final payment.

E. Evaluation Criteria. Include a statement in the narrative that addresses the program priorities and evaluation criteria presented in the application instructions (“Eligible Projects and Evaluation Criteria”).

F. Project Partners. List any other public or private entities that will participate in the project, including federal and state agencies, council of governments, city and county governments, and special districts. Briefly describe the role of each (*e.g.*, will perform work under the grant; will advise; will contribute information or services, etc.).

- G. Advisory Committees.** List any advisory committee or other committees that will participate in the project to satisfy the local citizen involvement program. Include specific goals for participation by priority populations in advisory committees.
- I. Cost-Sharing and Local Contribution.** DLCD funds are only a part of overall project costs; please identify sources and amounts of other funds or services that will contribute to the project's success. Cost-sharing (match) is not required but could be a contributing factor to the success of the application.

Local Official Support

The application ***must include a resolution or letter from the governing body*** of the city, county, district, or tribe demonstrating support for the project. If the applicant is a council of governments on behalf of a city, a letter or resolution from the city council supporting the application must be included. *The application will not be complete if it does not include this item.* The letter of support may be received by DLCD after the application submittal deadline, but it must be received before a grant is awarded.

Product Request Summary

Product (Task)		Grant Request		Local Contribution		Total Budget
1	\$	<u>0</u>	\$	<u>Staff</u>	\$	<u> </u>
2	\$	<u>9,000</u>	\$	<u>Staff</u>	\$	<u> </u>
3	\$	<u>15,000</u>	\$	<u>Staff+ISF</u>	\$	<u> </u>
4	\$	<u>13,000</u>	\$	<u>Staff+ISF</u>	\$	<u> </u>
5	\$	<u>5,000</u>	\$	<u>Staff</u>	\$	<u> </u>
6	\$	<u>9,000</u>	\$	<u>Staff</u>	\$	<u> </u>
7	\$	<u>13,000</u>	\$	<u>Staff+ISF</u>	\$	<u> </u>
8	\$	<u>11,000</u>	\$	<u>Staff</u>	\$	<u> </u>
TOTAL	\$	<u>75,000</u>	\$	<u> </u>	\$	<u>75,000</u>

Submit your application with all supplemental information to:

DLCD's Grant Administrator

E-mail (required): DLCD.GFGrant@dlcd.oregon.gov

Mail: Department of Land Conservation and Development
635 Capitol Street N.E., Suite 150
Salem, OR 97301

Phone: 971-239-2901

APPLICATION DEADLINE: October 10, 2025



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

October 10, 2025

DLCD's Grant Administrator
635 Capitol Street NE, Ste. 150
Salem, OR 97301

Dear Grant Administrator:

Crook County appreciates the opportunity to apply for DLCD's 2025-27 Technical Assistance Grant. The Crook County Goal 5 Update and Solar Rule Opt-In would significantly promote economic development, protect our County's most vital resources for future generations, educate our population about the importance of strategic planning, and provide clarity for developers. As instructed, this attachment addresses each of the program's required elements.

A. GOALS AND OBJECTIVES

The overall project goal is to update the County's Goal 5 inventory and opt-in to the new Eastern Oregon Solar Rules. The Crook County Comprehensive Plan was codified in 2003, adopting the 1978 Plan, and no longer reflects current land use pressures, the location of certain resources, economic opportunities, or state law. Additionally, this grant will fund an update of the County's code language in multiple areas to adhere to changes in state law and reflect the will of the people.

The specific objectives of this project are to:

- **Update Natural Resource Inventories:** Conduct a comprehensive update of the County's Statewide Planning Goal 5 inventories, including wildlife habitat, aggregate resources, groundwater areas, natural areas, wilderness areas, open space, scenic views and sites, and cultural resources. The County's current inventories were developed under the former Goal 5 rules (OAR 660-016) in the 1970s and are critically outdated. This work will bring the plan into compliance with the current rule (OAR 660-023).
- **Integrate State Solar Siting Rules:** Proactively adopt and implement the new Eastern Oregon solar siting rules (OAR 660-023-0195). This involves creating a clear,

predictable, and legally defensible local program for designating solar resource areas and reviewing solar energy facility applications.

- **Enhance Public and Intergovernmental Engagement:** Execute a robust public participation process to ensure the plan reflects the community’s vision for the future. This includes dedicated outreach and formal government-to-government consultation with the City of Prineville and Tribal, regional, state and federal governments.

B. PRODUCTS AND OUTCOMES

Products: The key products of this project will be adopted amendments to the Crook County Comprehensive Plan, maps, and County Code. This includes:

1. Updated Goal 5 inventory maps and supporting data.
2. New Comprehensive Plan policies and goals for natural resources, cultural resources, and solar energy development.
3. New and revised County Code provisions that streamline the review process for solar facilities and updated provisions for aggregate.
4. A public outreach summary and a detailed work plan for future phases of potential comprehensive plan update.

Outcomes: This project is designed to align directly with DLCD’s highest priorities, producing significant and lasting positive outcomes for Crook County and the state.

- **Promote Economic Development from Renewable Energy:** By establishing a clear and streamlined local permitting path for solar energy, this project will directly stimulate economic growth. It will attract significant private investment in renewable energy infrastructure, creating high-wage construction jobs and long-term maintenance and operations positions. The resulting facilities will diversify the County’s economy and substantially increase the local tax base, providing new revenue for essential public services. This effort directly supports Oregon’s clean energy goals and DLCD’s strategic focus on reducing greenhouse gas emissions.
- **Promote Economic Development through Tourism:** A comprehensive Goal 5 update will protect the natural and scenic resources that define Crook County’s character and support its vital tourism and recreation economy. The County’s scenic, wildlife, and other natural resources are integral to the County’s identity. An updated, accurate, and comprehensive inventory of those resources will ensure they are properly protected in the face of growth for the citizens and visitors to experience and appreciate—whether through hunting, fishing, rock-hounding, mountain biking, hiking, star gazing, stepping into the past, or simply relaxing in our vast open spaces.
- **Support Local Planning, Development, and Industrial Expansion:** Inventory of key natural resources and areas best suited for solar development will help identify

areas more appropriate for industrial development, including potential expansion of Prineville's urban growth area.

- **Provide Regulatory Certainty and Efficiency:** An outdated plan creates confusion and risk for landowners, developers, and public officials, leading to costly delays and appeals. This project will provide regulatory certainty, making the development review process more efficient and predictable. This will save taxpayer money, reduce administrative burdens, and make Crook County a more attractive and competitive location for responsible economic development.
- **Enhance Community Livability and Resilience:** The project will implement the new compensatory agricultural and community benefits provisions of the state's solar rules, ensuring that our agricultural base and hard-working local communities share directly in the economic success of renewable energy projects through agreements that can fund local infrastructure, improve grid resilience via microgrids, or support other community-identified priorities. As it is currently without such local benefits, much of the population considers solar energy production in the County to be simply a burden that only benefits the solar developers and distant metro centers.
- **Create a Model for Eastern Oregon:** As one of the first counties to implement DLCD's new solar siting regulations, Crook County's work will provide a valuable framework and set best practices for other Eastern Oregon jurisdictions. This project will serve as a replicable model, fulfilling a key DLCD priority to address problems of regional and statewide concern.

C. EQUITY AND INCLUSION CONSIDERATIONS

This project recognizes the vital importance of building strong relationships with sovereign Tribal governments that have ancestral lands and treaty rights in Crook County. The primary priority populations for this project are The Confederated Tribes of the Warm Springs Reservation of Oregon and the Burns Paiute Tribe, along with the populations of lower income, elderly, and persons with disabilities.

The project will have a direct and positive impact on these priority populations by ensuring that Tribal cultural resources are inventoried and protected in a manner consistent with their values. Our outreach and engagement plan is centered on formal, government-to-government consultation with Tribal leadership and cultural resource staff. This process will be designed to address Tribal concerns regarding the confidentiality of sensitive site information and the need for meaningful participation in land use decisions that affect their cultural heritage, thereby fostering a more respectful and collaborative long-term partnership.

The project will involve a robust public outreach program that will engage Crook County community members and will make information accessible to all.

D. WORK PROGRAM, TIMELINE & PAYMENT

1. Tasks and Products

- **Task 1: Lay the Groundwork.**

Before launching into any updates, it is vital to understand the history of the County's current land use framework. Much of the history of the County's current Goal 5 inventory, code, and comprehensive plan language is buried in old, inaccessible documents. The County's legal extern will perform a comprehensive audit of the history and current status of our Goal 5 resources.

- Products: A historical audit report; a publicly accessible, easy-to-digest HTML version of the County's Comprehensive Plan published online.

- **Task 2: Build the Teams.**

To ensure the update reflects community values, the County will form multiple public advisory committees (PACs) composed of numerous local experts and involved citizens in the various categories of Goal 5 resources. These committees will meet throughout the project to discuss goals and strategies, building consensus and support for the inventory and code language updates.

- Products: A series of established public advisory committees for key Goal 5 resource categories.

- **Task 3: Comprehensive Goal 5 Resource Inventory and Analysis.**

This task involves the core technical work of updating all Goal 5 resource inventories. It includes GIS data acquisition, development of a data management plan, and coordination with federal, state, and Tribal partners. "Ground-truthing" of inventory data will occur as necessary.

- Interim Products: Updated inventories of wildlife habitat, mineral and aggregate sites, historic resources, cultural resources, riparian corridors, wetlands, scenic and natural areas, and groundwater resources.
- Final Product: A technical memo and a complete set of inventory maps prepared for public review (for those maps appropriate for public review).

- **Task 4: Identify Significant Solar Resource Areas.**

Using the GIS data from Task 3 and inventories of agricultural and forest lands, this task will apply the new state solar siting rules to map baseline site suitability, prepare "exclusion" areas where development is not appropriate, and map areas where development may occur with mitigation.

- Interim Product: Draft solar resource maps for review with federal, state, and Tribal partners.
- Final Product: A final map depicting the three tiers of solar resource areas for public consideration.

- **Task 5: Develop a Framework for Cultural and Historic Resource Assessment.**

In coordination with the technical inventory, this task will implement the new state rules related to cultural resources. It involves initiating formal consultation with Tribal governments, inventorying known sites in consultation with SHPO, and drafting new plan policies and code language to ensure a clear and respectful process for future assessments.

- Products: Updated confidential inventory information; new plan and code language for public review.

- **Task 6: Develop a Public and Intergovernmental Engagement Strategy.**

This task will focus on external engagement after the initial technical work is complete. The success of the project hinges on a well-designed and genuinely inclusive engagement strategy that builds public trust, satisfies legal requirements, and incorporates valuable feedback. This involves identifying all stakeholders, including formal consultation with Tribal governments and state agencies, key governmental partners, interest groups, and members of the Crook County community.

- Product: A comprehensive stakeholder engagement plan and records of initial meetings with Tribal and agency partners.

- **Task 7: Public Participation.**

The County will execute the engagement strategy by holding several public meetings and preparing all required legal notices. This will include:

- a) At least two dedicated meetings to solicit input on the designation of solar resource areas.
 - b) At least three county-wide thematic workshops:
 - Protecting Our Natural Heritage
 - Balancing Working Lands and Energy
 - Preserving Our Community Character.
- Products: All required legal notices for public meetings and hearings; summaries of public input from all workshops and meetings.

- **Task 8: Adoption and Implementation.**

The final task involves translating the technical analysis and public feedback into legally binding documents and navigating the formal local government adoption process. This includes drafting comprehensive plan text and map amendments for Goal 5 resources, including the new significant solar resource areas, and preparing revisions to the Crook County Code.

- Products: A complete package of draft amendments for public hearings; a final, adopted ordinance amending the Comprehensive Plan, Maps, and County Code, to be submitted to DLCD.

2. Timeline

Crook County anticipates that the project would begin on November 1, 2025, and be completed by June 30, 2027.

- Task 1 Groundwork: 11/1/25 – 12/31/25
- Task 2 PACs: 1/1/26 – 1/31/27
- Task 3 and 4 Data Collection and Mapping: 1/1/26 – 6/30/26
- Task 4 Solar Resources: 3/1/26 – 6/30/26
- Task 5 Cultural Resources Consultation and Code: 7/1/26 – 8/31/26
- Tasks 6 + 7 Public Engagement: 4/1/26 – 12/31/26
- Task 8 Adoption and Implementation: 2/1/27 – 6/30/27

3. Payment Schedule

- Interim Payment – \$35,000 on or around August 1, 2026. Products will include deliverables for Tasks 1-4, as well as portions of Task 5 and 6.
- Final Payment - \$40,000 on June 30, 2027. Deliverables will include all remaining Task Items and project close-out.

E. EVALUATION CRITERIA

1. Economic Development

The economy of Crook County has transitioned from one relying almost exclusively on agriculture and the timber industry to one that shifted to a broader range of economic activities. While agriculture and forestry still are critical to Crook County's economy and account for the primary land uses, during the past twenty years, Crook County and the City of Prineville have supported development of other activities, including major data centers. This development has resulted in construction jobs, employment within data centers, and jobs in industries serving the data centers. New construction and renovation of existing centers and continued job growth is anticipated to continue in the future with the increased emphasis on artificial intelligence.

Data center development has contributed to the local economy; however those data centers have created great demands for public services. For example, demand for electricity from renewable energy has triggered development of numerous large solar photovoltaic energy facilities in the County. While Crook County supports these efforts and the state's renewable energy goals, conflicts have arisen between solar development, wildlife habitat and migration corridors, agriculture, open spaces, and other land uses. It is critical to update natural resource inventories and policies to address potential conflicts and to streamline the permitting process for infrastructure needed to sustain and grow the tech industry in Crook County.

Identifying lands that are suitable for solar development while preserving lands adjacent to Prineville's urban growth boundary, competing Goal 5 resources, tourism and recreation, or for other economic activity is key to continued economic development in the community.

2. Natural Hazards and Climate Change

The County has developed a Natural Hazards Mitigation Plan, which may be incorporated into the County's Comprehensive Plan in the future. Identification of key solar resources in areas that are outside mapped hazard areas will help address the state's renewable energy goal and mitigate climate change. Increased local electricity generation should, in theory, help support the grid in the face of natural hazards elsewhere.

3. Resolution of Local Planning Issues

This project will help minimize issues related to use of outdated Goal 5 inventory data when making land use decisions. While the County has successfully sited several commercial solar facilities, there have been conflicts with wildlife habitat. There are also conflicts between agricultural land uses, rural residential, and aggregate mining. Having updated inventory data will help decision makers address these conflicts. Additionally, the implementation of compensatory and community benefits will serve to appease current local opposition to such projects.

4. Updates to Public facilities

New inventories of natural resources will help with the siting of public facilities including roads and future sewer and water projects associated with Prineville's urban growth area. The new solar siting rules will help address grid resiliency issues associated with siting transmission facilities.

5. Updates to Comprehensive Plan and Implementing Codes to Reflect Changes in State Law

The proposed updates to the Crook County Comprehensive Plan will initially focus on updates to the County's goal 5 inventories and policies and specifically to new state administrative rules related to cultural resources and solar development. In addition, the County's land use development code will be updated to reflect the new state requirements.

6. Planning for Cultural Resources

The County will update inventories and policies related to cultural resources. The County will consult with the Confederated Tribes of Warm Springs and Burns Paiute and local groups in updating this component. A key element will be to ensure early communication with tribal governments and consultation on key issues.

7. Planning for identification and protection of natural resources

The County's Goal 5 inventories for natural resources including wetland and riparian areas are out-of-date. The project would ensure that the most recent inventories are incorporated or referenced in the comprehensive plan and are available to the public. Plan policies will be

updated to ensure consistency with the new data and with changes in state law since the comprehensive plan was first adopted.

F. PROJECT PARTNERS

Crook County will consult with a variety of public and private entities in collecting and reviewing inventory data and adopting new plan policies and code language. Although the role of each entity will vary, partners are expected to assist with data collection and review to ensure that the County is relying on the best available information and also review plan policies and code language to ensure that County understands potential conflicts with other Tribal, Federal, State or local policies and regulations.

In addition to the City of Prineville and Tribal governments, the County will consult with federal land management agencies (Bureau of Land Management and Forest Service), state agencies (Department of Fish and Wildlife, Department of Agriculture, State Historic Preservation Office, Oregon Water Resources Department, Department of Land Conservation and Development, Oregon Department of Geology and Mineral Industries and others), and regional partners (Central Oregon Intergovernmental Council, Regional Solutions Team, Jefferson and Deschutes counties and the Crook County Soil and Water Conservation District). The County will work with local organizations such as the Crook County Historical Society and the Natural Resources Advisory Committee, as well as interest groups including Central Oregon Land Watch and the Deschutes Land Trust.

G. ADVISORY COMMITTEES

As described in Task 2, PACs will be integral to this project. Multiple PACs will be formed early on and engaged throughout. The PACs will involve representative agencies, public committee members, experts, and members of the public. It is currently envisioned that this project will involve three PACs with expertise and a focus on the following areas: a Historic and Cultural Resources PAC, a Wildlife and Natural Resources PAC, and an Energy and the Economy PAC. Each of these PACs will provide recommendations to the project team as the project develops.

I. COST-SHARING AND LOCAL CONTRIBUTION

The primary local contribution will be significant amounts of staff time as a match, as well as any cost overruns or items outside the finalized budget. I, as Community Development Director, will spearhead this project and commit significant time to this project, including all PACs, public outreach, and presentations before County decision-makers. The department has brought on a non-paid legal extern from Lewis and Clark whose primary task will be preparation of legal memoranda and documents in support of the project. Additionally, the remaining planning staff and our own GIS and Admin departments will contribute substantial time and expertise throughout as a cost-saving measure. Community Development pays internal service fees to its GIS department, which serve as a matching contribution. And while Crook County anticipates as much as \$25,000 in additional cost-sharing in the FY27 budget, due to uncertainty with current federal grant projects, it would be premature to promise such funds at this time.

In summary, the Crook County Goal 5 Update and Solar Rule Opt-In is more than a long-overdue revision of a plan rooted in 1978; it is a foundational investment in the future of our community. This project directly confronts the pressing challenges of our time—balancing the state’s renewable energy goals with the preservation of our agricultural heritage, our vital tourism economy, and the natural resources that define us. By creating a clear, predictable, and community-vetted framework, we will transform uncertainty and conflict into opportunity and collaboration. This grant is the catalyst that allows Crook County to not only meet its state planning obligations but to become a leader for all of Eastern Oregon, demonstrating how proactive planning can foster economic resilience, protect our most cherished landscapes, and build a prosperous future. We urge you to partner with us in this critical and timely endeavor.

If you have any further questions, do not hesitate to reach out.

Regards,



John Eisler,

Crook County Community Development Director

AGENDA ITEM REQUEST



Date:

October 21, 2025

Meeting date desired:

October 29, 2025

Subject:

CDD Monthly Update

Background and policy implications:

Update on Department services, including permit and application activity.

Budget/fiscal impacts:

N/A

Requested by:

John Eisler

John.eisler@crookcountyor.gov | 541.447.3211

Presenters:

John Eisler

Randy Davis

Legal review (only if requested):

n/A

Elected official sponsor (if applicable):

Community Development Department

Mailing: 300 NE Third St. RM 12, Prineville, OR 97754

☐ Phone: 541-447-3211



MEMO

TO: Crook County Board of Commissioners

FROM: John Eisler, Community Development Director
Randy Davis, Building Official

DATE: October 15, 2025

SUBJECT: Community Development Activity Update – September 2025

Below is a summary of building, planning, onsite, and code enforcement activity for the last month.

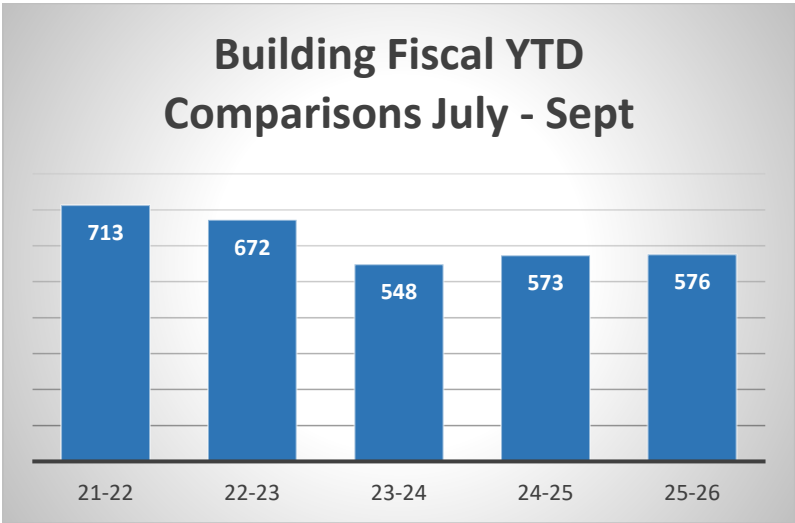
Building:

Permits issued summary (September):

Permit Type	Number of Permits
New Residential Dwellings (Site Built or Manufactured)	10
Commercial (plumbing, electrical, structural, etc.)	40
Residential Permits (plumbing, electrical, mechanical etc.)	104
Residential Structural (shops, etc.)	29
Other (e.g. demo)	3
TOTAL	186

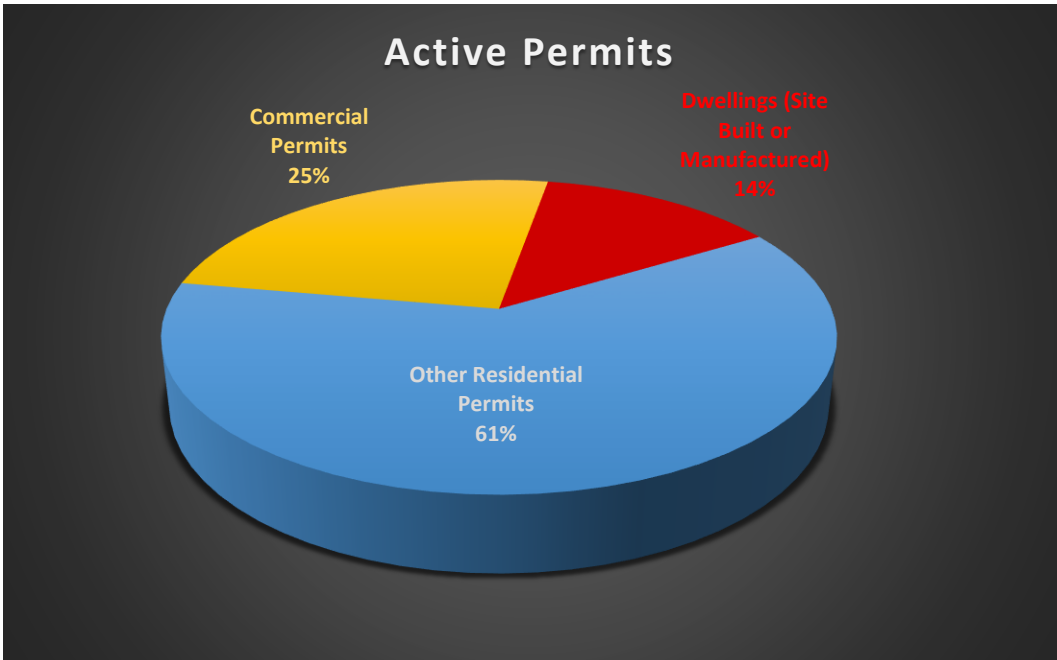
Comparisons:

Time Frame	Permits
September 2025	186
September 2024	198
YTD 2025	1619
YTD 2024	1539
Fiscal YTD 2025-26	576
Fiscal YTD Comparison 2024-25	573



Active Permits:

Permit Type	Amount Still Active as of end of September
Dwellings (Site Built or Manufactured)	177
Other Residential Permits	802
Commercial Permits	326



Daily Inspections:

Inspection Type	Amount this month
Residential	822
Commercial	172
All	994

Larger Projects Under Construction:

Apple Data Center
PRN1 Retrofit
Rooster Restaurant/Bar
Convenience Store
Church/Community Center – Madras Hwy
Reserve at Ochoco Creek - Apartments
Cabins at Brasada Ranch
9,000 SQ FT Commercial Office & Shop for Auto Detailing
Oppidan Data Center
Forest Service Bldg – Lamonta
Prineville Apartments (Ochoco Lumber)
Crooked Tails Addition

Larger Projects Under Review or Incoming:

58 Unit Storage Complex
Wood Pellet & Brick Mill – Bus Evans Ln
CCMS Addition of Wrestling Room
CV International – 72,187 sq ft Manufacturing Facility
River View Court RV Park Expansion
Central OR Processing Expansion

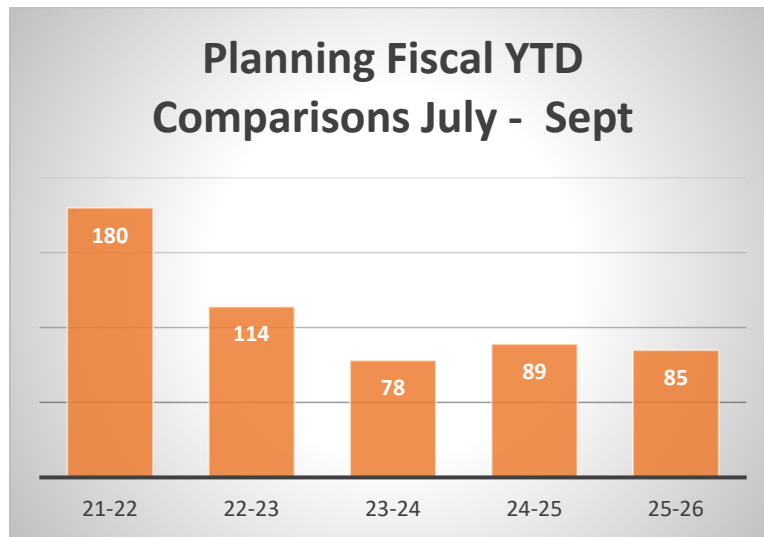
Planning:

Applications received:

Application Type	# of Applications (September)	YTD
Appeals	0	0
Variance	0	0
Site Plan Review	16	50
Agricultural Exempt	1	1
Land Partition	0	2
Combine/Un-Combine Lots	0	1
Road Approach	4	9
Boundary Line Adjustment	1	4
Destination Resort	0	0
Conditional Use	0	2
Miscellaneous	0	13
Sign	0	0
Extension	0	0
Subdivision	0	1
Amendment	1	2
Road Name/Rename	0	0
Lot of Record	0	0
Vested Right	0	0
TOTAL	23	85

Comparisons:

Time Frame	Permits
September 2025	23
September 2024	19
YTD 2025	265
YTD 2024	235
Fiscal YTD 2025-26	85
Fiscal YTD Comparison 2024-25	89



Notable County Land Use Applications:

Request	Status
Zone Map Change – Bishara – Result of Powell Butte Study	PC Hearing Oct 8
Powell Butte Community Center – Childcare/Early Education	PC Hearing Oct 8
TSP	BOCC second hearing Oct 15
Raasch (Moffatt Rd Solar Farm LLC) – Commercial Solar Facility	PC Deliberations Oct 22
Private Airstrip in Lone Pine – Weston’s Rock Ridge Ranch LLC	PC Hearing Oct 22
Code Updates	PC Hearing tentatively Dec 10
COLW Appeal of non-farm decision	PC Hearing Nov 12
Verizon Tower	PC Hearing tentatively Dec 10

Notable City Land Use Applications:

Request	Status
9-unit Multifamily Complex – BestCare	PC Hearing June 17 – City denied; appeal hearing Nov 4
TSP	Adopted
Economic Opportunity Analysis (EOA)	Tentative adoption Jan 2026
New Subdivision in Ironhorse South of BBE	Prelim work awaiting application
Housing Development in NW portion of City	Prelim work/discussions with landowners

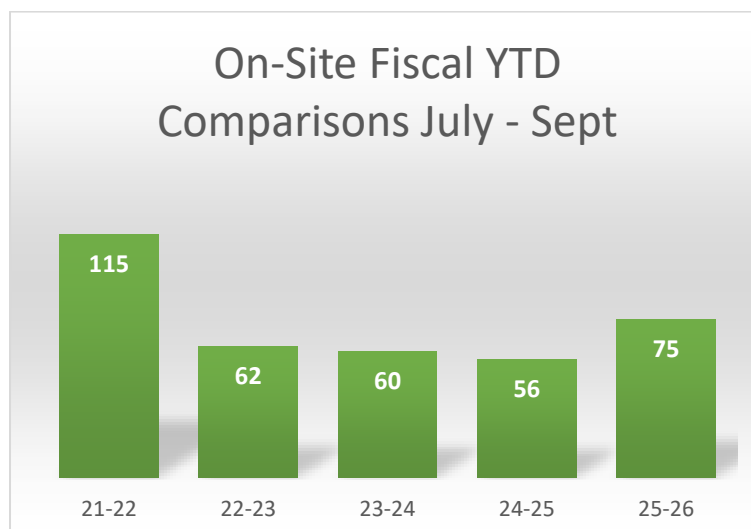
On-Site:

Applications (September):

Application Type	Number of Applications
Residential Authorization	5
Commercial Authorization	0
Construction Permit (Residential)	5
Construction Permit (Commercial)	0
Repair (Major) - Residential	2
Repair (Minor) - Residential	2
Repair (Major) – Commercial	0
Repair (Minor) - Commercial	0
Residential Site Evaluation	3
Commercial Site Evaluation	0
Alteration (Minor) – Residential	1
Alteration (Major) – Residential	0
Alteration (Minor) - Commercial	0
TOTAL	18

Comparisons:

Time Frame	Permits
September 2025	18
September 2024	19
YTD 2025	184
YTD 2024	154
Fiscal YTD 2025-26	75
Fiscal YTD Comparison 2024-25	56



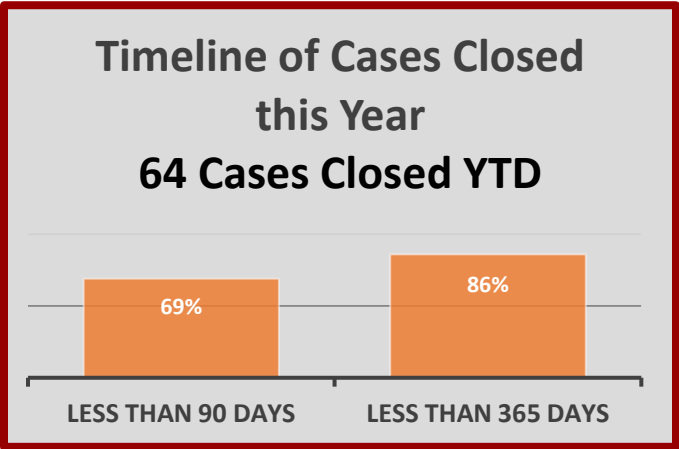
Code Compliance:

Case Activity:

Opened in September: 6
Closed in September: 5

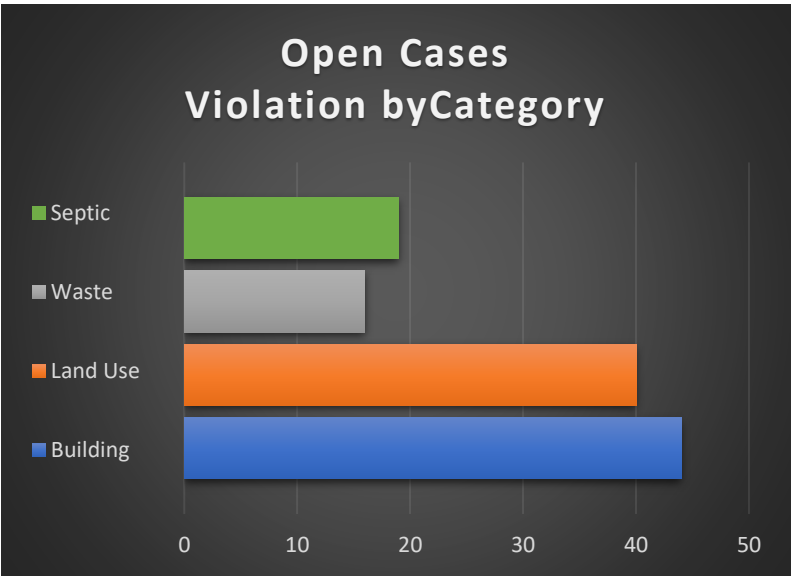
Total Cases:

Opened: 80
Closed: 64

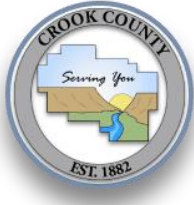


Case Load (Total violations from open cases):

Year	Building	Land Use	Waste	Septic
YTD 2025	44	40	16	19



AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):



County	Crook
Grant #	GHMC-2-2025
Vendor #	1936002290 000
AOBJ #	9866
Total Paid	\$90,000

2025 ODA Grasshopper and Mormon Cricket General Fund Allocation Grant Payment

Award Type	PCA 55541 GF
Block Grant	\$90,000
Total	\$90,000

Approved date: 6/25/25

Approved by: TPSL



**OREGON
DEPARTMENT OF
AGRICULTURE**

Protect. Promote. Prosper.

635 Capitol St NE, Salem, OR 97301-2532
503.986.4550 | Oregon.gov/ODA

Oregon Department of Agriculture

Grasshopper and Mormon Cricket General Fund Allocation Grant

2025 Grant Agreement – Grant #: GHMC-2-2025

Between: State of Oregon, acting by and through its Oregon Department of Agriculture

And: Grantee: Crook County
Grantee Address: 203 NE Court St
Prineville, OR 97754

Date: Date of Agreement: June 18, 2025

Section 1

Legal Basis of Award; Term of Agreement

Section 1.01. Pursuant to Section 408 of House Bill 5701 (2024) and HB 3487 (2025) (the “Bills”), the Department of Agriculture (the “Department”) shall establish and implement a grasshopper and Mormon cricket grant program and award grants in accordance with the Bills. This initiative aims to mitigate the economic and ecological impacts of these pests by subsidizing the costs associated with their treatment.

Section 1.02. Grant Term and Termination. This Agreement shall be effective on the date on which it has been fully executed by every party and when required, approved by the Department of Justice. The availability of Grant moneys under this Agreement and Department’s obligation to disburse Grant moneys pursuant to Section 2.01 shall end on **June 30, 2025** (the “Termination Date”). Grantee shall not submit any disbursement requests and Department shall not disburse any Grant moneys after the Termination Date. Agreement termination shall not extinguish or prejudice the Department’s right to enforce this Agreement with respect to any default by Grantee that has not been cured.

Section 2

Grant Award

Section 2.01. Award. In accordance with the terms and conditions of this Agreement, Department shall provide Grantee with an amount not to exceed \$108,000 (the “Award”) to support initiatives that mitigate the impact of grasshoppers and Mormon crickets on agricultural crops (the “Project”). Counties may use up to 8% of the Award to pay expenses incurred in administering grasshopper suppression efforts. It is up to the counties to determine the best use of the funding for mitigation activities related to grasshopper and Mormon crickets.

Section 2.02. Disbursement of Award Moneys. The Department shall pay Grantee a total amount not to exceed \$108,000 to conduct the Project. Upon execution of this Agreement, the Department shall disburse to Grantee the total Award amount.

Section 2.02. Conditions Precedent to Disbursement. Disbursement of Award moneys to Grantee is subject to satisfaction of each of the following conditions precedent:

- (a) The Department has sufficient funds available in its current appropriation and limitation to allow Department, in the reasonable exercise of its administrative discretion, to make the disbursement.
- (b) No default has occurred and is continuing;
- (c) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement; and
- (d) Grantee will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the grant moneys or the Project for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the three-year period, Grantee will retain the records until the questions or litigation is resolved.

Section 3 Uses of Grant

Section 3.01. Eligible Uses of Grant. Grant moneys may be used solely for the purposes described in this Agreement. Counties are authorized to allocate grant funds to producers in neighboring counties when such distribution is demonstrably beneficial to the grantee county. This includes state lands alongside private properties for treatment, provided that private landowners coordinate with the appropriate state agency overseeing the land.

Section 3.02. Ineligible Uses of Grant. Grantee may not obligate or expend any Grant moneys more than the amounts set forth in 2.01. Budget changes must be approved by the Department.

Section 3.03. Report of Moneys Spent and Allocated Grantee is required to submit a comprehensive report to the Department by March 30, 2026, detailing all expenditures of grant funds. This report should include a clear accounting of how funds were allocated and spent throughout the grant period as described in Section 5.01.

Section 3.04. Recovery of Grant Moneys. Any Grant moneys disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to Department. Before taking action to recover Misexpended Funds, the Department will contact Grantee to notify it of the lack of compliance and the Department's potential action in order to give the county the opportunity to address the Department's concerns. If the Department chooses to take action to recover funds from the county, the Department will provide a 30-day advance notice.

Section 4



Grantee's REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Department that: (1) Grantee is a county government duly organized and validly existing under the laws of Oregon; and (2) Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder. Grantee represents and warrants that the making and performance by Grantee of this Agreement (a) has been duly authorized by all necessary action of Grantee; (b) does not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory Department, board or other administrative agency or any provision of Grantee's charter or other organizational document; and (c) does 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 Grantee is a party or by which Grantee or any of its properties are bound or affected; and (c) this Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms

Section 5 Grantee's Agreements

Section 5.01. Reports.

- a) **Written Report** - Grantee shall provide Department a written report describing how the funds were allocated and spent. Grantee shall provide such reports upon request by Department, or by the date established elsewhere in this Agreement. To the extent possible Grantee shall include:
- **Itemized Expenses:** A detailed list of all expenses incurred. Each item should be clearly described with an explanation of its necessity and relevance to the grant's objectives.
 - **Funding Outcomes:** An analysis of the outcomes or impacts achieved with the use of the grant funds, demonstrating how the expenditures contributed to the grant's goals. Examples include photos or videos documenting project activities, and any other relevant materials that help to illustrate project progress and outcomes.
 - **Compliance and Regulatory Adherence:** A statement or section confirming adherence to grant conditions and regulatory requirements, ensuring that funds were used in a manner compliant with the stipulated guidelines.
- b) **Periodic Oral Reports.** Grantee shall, from time to time and upon request from Department, make oral presentations at times and locations designated by Department, describing the current status of Awards.

Section 5.02. Records and Inspection. Grantee shall keep and maintain in accordance with generally accepted accounting principles proper books of account and records on all activities associated with all Awards and the activities financed with the Grant funds. Grantee shall retain the books of account and records until the later of three years after the Termination Date or the date that all disputes, if any, arising under this Agreement have been resolved. The Department, the Secretary of State's Office of the State of Oregon, and their duly authorized representatives shall have access during normal business hours to the books, documents, papers and records of Grantee that are directly related to this Agreement, and the Grant moneys provided hereunder for the purpose of making audits and examinations. In addition, the Department, the Secretary of State's Office of the State of Oregon, and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Grantee shall permit authorized representatives of



Department, the Secretary of State's Office of the State of Oregon, and their duly authorized representatives to perform site reviews of all activities financed with the Grant funds.

Section 5.03. Compliance with Laws. Grantee shall comply, and require all Award Recipients to comply, with all applicable federal, state and local laws.

Anyone using pesticides to meet the goals of the Project must comply with State and Federal laws and regulations pertaining to the use, distribution, handling, record keeping, spill response, storage and disposal of pesticides, (Oregon Pesticide Control Law, ORS 634; Oregon pesticide administrative rules, OAR 603-57; The Federal Insecticide, Fungicide and Rodenticide Act (FIFRA); Oregon water quality law, ORS 468B; and DEQ administrative rules, OAR 340-109).

If a NPDES permit is required for a pesticide application, consult with Oregon DEQ for permitting requirements, <https://www.oregon.gov/oda/programs/Pesticides/Water/Pages/NPDES.aspx>.

If required by law, the applicator must hold a valid pesticide applicator license with the appropriate categories for the type and location of the application; if applicable, work for a properly licensed Pesticide Operator, <https://www.oregon.gov/oda/programs/pesticides/licensing/pages/pesticidelicensing.aspx>.

Additional health, safety training and other requirements may apply when using pesticides. Worker Protection Standards may apply for handlers and workers in agricultural situations. Consult with Oregon OSHA or EPA for additional information on regulations at <http://osha.oregon.gov/Pages/topics/pesticides.aspx>, or <http://www.epa.gov/pesticides/>. Emergency pesticide incidents, including spills, should be reported to the Oregon Emergency Response Center at 800-452-0311. See OAR 340-142-0050 (g) for reportable quantities. Non-emergency pesticide incidents, should be reported to the Pesticide Analytical and Response Center 24-hours a day by calling 211.

It is the responsibility of the pesticide applicator to read and follow the pesticide label for any applications made under this agreement, and to fully evaluate the application site and conditions. All pesticide options detailed in grant applications or in this agreement are advisory; and it is the grantees, sub-grantees, or applicators responsibility to meet site specific needs and restrictions, are not in violation of any laws or regulations. Any violation of applicable federal, state, and local laws by a sub-grantee or an applicator engaged in the program does not extend liability for such violations to the Grantee. Each party is individually responsible for adhering to the legal standards and regulations pertinent to their activities within the program. This Section shall survive expiration or termination of this Agreement.

Section 5.04. Delivery of Work Product. Grantee shall deliver to Department, at no charge, copies of all reports, articles, books, or other documents that arise from Awards funded in whole or in part with Grant moneys.

Section 5.05. Ownership of Work Product. Grantee shall retain ownership of all work product produced using Grant moneys. Grantee hereby grants to Department a royalty free, perpetual, non-exclusive license to reproduce, distribute, prepare derivative works based upon, distribute copies of, perform and display the work product, and to authorize others to do the same on Department's behalf.



Section 6

Termination and Default

Section 6.01. Termination by Department. The Department may terminate this Agreement for its convenience effective upon written notice to Grantee, or at such later date as may be established by Department in such notice. In the event that Department terminates this Agreement, Grantee shall, as of the effective date of termination, cease activities and distribution of Awards, and shall submit to Department an invoice detailing Grantee's expenditures as of the date of termination that are funded with Grant moneys. All amounts unexpended as of the date of termination shall be returned to Department in accordance with Section 3.03.

Section 6.02. Termination by Grantee. Grantee may terminate this Agreement upon written notice to Department, or at such later date as may be established by Grantee in such notice, under any of the following circumstances: (i) because of events wholly out of the control of the Grantee, Grantee is unable to discharge any of its covenants, agreements or obligations under this Agreement. In the event of termination pursuant to Section 6.02(i), Grantee shall return to Department all unexpended Grant moneys attributable to the terminated Award previously disbursed to Grantee by Department under this Agreement.

Section 6.03. Default. Grantee shall be in default under this Agreement if (a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Department to measure progress on the Awards funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; (c) if Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of 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 a 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 (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee 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 (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured, whether or not curable, within fifteen (15) days of written notice thereof to Grantee from Department or such longer period as Department may authorize in its sole discretion, Department may pursue any remedies available under this Agreement, at law or



in equity. Such remedies include, but are not limited to, termination of this Agreement and return of all or a portion of the Grant moneys, and payment of interest earned on the Grant amount. Department may pursue remedies with respect to defaults related to an individual Award, to multiple Awards, or to all of the Awards set forth in Section 2.

Section 7

Miscellaneous

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Department to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; 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 the Department or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Department at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

Section 7.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Department, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Department.



Section 7.06. Entire Agreement. This Agreement constitutes 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.

Section 7.07. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Grantee by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’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.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee’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.

This Section shall survive expiration or termination of this Agreement.

Section 7.08. Indemnification by Subcontractors. Grantee shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against



any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

Section 7.09. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Recovery of Grant Moneys; Section 5.02, Records and Inspection; and the entirety of Section 7, MISCELLANEOUS.

Section 7.10. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.11. No Third-Party Beneficiaries. Department and Grantee 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, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

Section 7.12. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

Section 7.13 Subcontracts. Grantee shall not enter into any subcontracts for any part of the program supported by this Agreement without the Department's prior written consent. In addition to any other provisions the Department may require, Grantee shall include in any permitted subcontract under this Agreement provisions to ensure that the Department will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Grantee.

Section 7.14 Public Domain Information. Projects funded by this grant may be used in the collection of monitoring information on private lands about the effects of the Project on grasshopper and/or Mormon cricket populations. Grantee acknowledges that all monitoring information obtained from private lands may become public information subject to the requirements of ORS 192.311 to 192.478.

Section 8.08. Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



GRANTEE COUNTY: Crook County

AUTHORIZED REPRESENTATIVE: Susan Hermreck, County Commissioner

Signature	<i>Susan Hermreck</i>	Date	June 23, 2025
Print Name	Susan Hermreck	Title	Crook Co Commissioner

State of Oregon, Acting by and through its Oregon Department of Agriculture

Signature		Date	6/24/2025			
Print Name	Jonathan Sandau	Title	Deputy Director			
Address	635 Capitol St. NE					
City	Salem	State	Oregon	Zip	97301	
Phone	(503) 385-5027	FAX	(503) 986-4750			



Grasshopper Money

Oregon Ranching 62400 SE Paulina Hwy Post 97752

1,637 acres X 6.00 = 9,882.00

Hermreck Beaver Creek Ranch LLC 231 SW Meadowlakes Drive Prineville
97754

1,154 acres X 6.00 = 6,924.00

Baney Corporation 475 NE Bellevue DR #210 Bend 97701-7411

1,011 acres X 6.00 = 6,066

Shotgun Ranch 40791 SE Shotgun Road Post 97752

410 acres X 6.00 = 2,460.00

Hamilton Ranch 3425 Boone Rd SE Salem 97317-9336

1,979 acres X 6.00 = 11,874.00

Blue Mountain P O Box 14 Paulina 97751

1,645 acres X 6.00 = 9,870.00

G I Ranch 15 SW Colorado Ave STE 1 Bend 97702-1229

1700 acres X 6.00 = 10,200

Cold Springs Ranch 62400 SE Price Twelvemile Prineville 97754

415 acres X 6.00 = 2,490

Total: 59,706

Crook County Landfill Quarterly Report

Reporting Period: Q3

Prepared by: Jacquie Davis, Director

Date: October 13th, 2025

1. Executive Summary

Highlights this quarter:

- Implemented Recycling Modernization Act July 1st.
- Passed Annual DEQ Inspection in August.
- Passed SEM (surface emissions monitoring for methane) in September.

Concerns or corrective actions underway: N/A

2. Landfill Operations Summary

Total waste received (tons): 11759.3 Tons

Commercial: 8267.7 Tons

Self-Haul: 3491.6 Tons

Average daily tonnage: 175.5 Tons

Operational notes:

- GPS for heavy equipment non-operational. Landfill suffered a significant power surge which wiped out the backup battery for our IT equipment which in turn burnt up the radio board for the GPS. Technician is working on getting the system repaired. This system is used to keep operators within parameters of the approved disposal cell design.
- Received articulating dump truck back from Peterson CAT. Transmission was rebuilt under warranty.
- Upper inbound kiosk is not working. Waiting for a screen replacement from Gearhart.

3. Regulatory Compliance & Environmental Monitoring

Landfill Gas Monitoring:

- Surface Emissions Monitoring Summary: Passed.
- Methane exceedances or actions required: Zero exceedances for Q3. Thirty-day re-monitoring was not required.

Leachate Management:

- Leachate system went down in Q3. Immediate concern from technician was that the pump had failed, but he was unable to remove the pump from the pipeline. The concern then was that the pipe was crushed trapping the pump. Technician was able to pull the

transducer from the pump. New transducer was ordered, and the technician came back to install and was able to pull the pump at that time. This replacement allowed the leachate system to operate normally again. We will have our annual leachate inspection coming up and the technician may still try to get a camera down the pipe to ensure nothing is damaged.

Inspection Results:

- Annual landfill inspection – passed.
- No onsite safety issues were reported.

Training completed this quarter:

- Annual Asbestos Awareness training.
- Annual OSHA Wildfire Smoke training.
- Annual OSHA Heat Illness training.
- One equipment operator completed MOLO (Manager of Landfill Operations) training.

4. Recycling & Waste Diversion

Total Waste Diverted: 110.07 Tons in Q3

Education & outreach efforts:

- Updated landfill website to include new RMA regulations and commingled recycling instructions.
- New signage placed on the RMA commingled recycling container located at landfill.

5. Financials

Revenues collected (by category):

- Septic Self Haul YTD: \$7,313.00 (22%)*
- Septic Charge Account YTD: \$128,738.37 (29%)*
- Solid Waste Self Haul YTD: \$290,398.00 (28%)*
- Solid Waste Charge Account YTD: \$250,238.76 (14%)*
- Recycling YTD: \$686.40 (2%)*

Expenses: Total Expenditures 19%*

Capital expenditures or grant funding pursued: N/A

Balance of capital reserve fund: Total Capital Reserve Funds Spent: 0%*

**Q3 expected percentage is 25%*

6. Projects & Planning Updates

Infrastructure improvements:

- Asphalt repairs were completed around inbound scale and un-tarping areas by CCRD.
- Culvert installed on Cell 3 haul road to provide proper drainage of rain and snowfall.

Franchise agreement discussions:

- New franchise agreement was given to Republic Services. Their legal team will review.
- Paulina SD need for garbage service
- Additional Hours of Operations for Paulina TS
- Incorrect Reporting Numbers by Republic Services to CC Landfill for DEQ Reports

7. Next Quarter Priorities

- Preparations for winter
- Q4 SEM (surface emissions monitoring) testing
- OSHA Confined Spaces & OSHA Fall Protection training
- Household Hazardous Waste Collections Event
- Outsource grinding of woody mass materials