



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, July 7, 2021 at 9:00 A.M.

**Members of the public and media are welcome to attend in person with social distancing
or via WebEx 1-408-418-9388; Access Code: 126 320 5412; Meeting Password: VFmR4z4PaM3**

CONSENT AGENDA

(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)

1. Approve Minutes of June 15, 2021, June, 22, 2021 and June 29, 2021 Work Session and June 16, 2021 Regular Meeting
2. Approve DQCGM School Based Health Center Amendment 5
3. Approve Order 2021-23 Public Health Funding Agreement IGA No. 169507
4. Approve Professional Services Contract Amendment Four with Laurie Craghead
5. Approve Mental Health Promotion/Prevention IGA's with Deschutes County
6. Approve ODOT STF Grant Agreement #34944
7. Approve Order 2021-39 Appointment to Housing Works Board of Directors
8. Approve New Copiers for the Library
9. Approve OHA IGA#166039 for Addiction Treatment, Recovery & Prevention and Problem Gambling
10. Approve IGA w/State (DOR) for GIS Work (Mapping and Cartography)
11. Approve WHA Insurance Renewal
12. Approve Best Care Development Disabilities MH Service Agreement
13. Approve Best Care Community MH Program Service Agreement
14. Approve Justice Center Bond Counsel
15. OEM Grant #19-221 Drone Purchase
16. Approve Brasada Ranch Phase 14 Improvement Agreement, Bond
17. Approve Solid Waste Disposal Fee Credits for Humane Society, Senior Center and Best Care
18. Approve State Marine Board (OSMB) IGA#582-2123 Crook County
19. Approve Proposed Order 2021-38 re: Public Health Administrator
20. Approve Renewal of Developmental Disability Abuse Investigation Agreement with Deschutes County
21. Approve Plat of Brasada Ranch Destination Resort, Phase 14
22. Approve IGA #166204 re COVID Drive Thru Tent Clinic
23. Approve Amendment to Janitorial Services Contract

SCHEDULED APPEARANCES

- | | |
|---|---|
| 24. H.O.R.S.E.S. on the Ranch | Requester: Darcy Bedortha (15 Minutes) |
| 25. King of the Kastle LLC | Requester: Joseph Merrill (15 Minutes) |
| 26. Mountain Biking in the Ochoco National Forest | Requester: Don Vogel (10 Minutes) |
| 27. Mountain Biking in the Ochoco's Lemon Gulch Trail | Requester: Darlene Henderson (10 Minutes) |

DISCUSSION

- | | |
|---|--------------------------------------|
| 28. Public Hearing: First Reading- Ordinance 325 | Requester: Ann Beier (5 Minutes) |
| 29. Order 37 Naming of a Private Road | Requester: Nate Trammell (5 Minutes) |
| 30. Title III Funded Weed Project | Requester: Kev Alexanian (5 Minutes) |
| 31. County Protest Letter BOR Water Application | Requester: Tim Deboodt (10 Minutes) |
| 32. New Inmate Exchange IGA with Jefferson County | Requester: John Eisler (5 Minutes) |
| 33. Order for Election of Flat Rock Road District | Requester: John Eisler (5 Minutes) |
| 34. "Living with Fire" MOU – Formerly Central Oregon Cohesive Strategy Initiative | Requester: Eric Blaine (5 Minutes) |

EXECUTIVE SESSION

35. ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on **labor negotiations.**

**The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.
The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County and holds public meetings (generally on the first and third Wednesday of each month) to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled regular meeting.

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

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

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

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

**CROOK COUNTY COURT MINUTES
OF JUNE 15, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on June 15, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Deputy Director Katie Plumb; Legal Assistant Lindsay Azevedo; Director Ann Beier; Sheriff John Gautney; Manager Kim Herber; Natural Resource Coordinator Tim Deboodt; Senior Accountant Christine Kurtz; Treasurer Galen Carter; Merissa Moller and Darlene Henderson.

WORK SESSION

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

Agenda Item #1, Covid-19 Update: Deputy Director for the Health Department Katie Plumb provided the County Court with a Covid-19 update. There has been an increase of Covid-19 cases the past weeks. The schedule at the clinic for vaccinations is currently full and the Health Department is planning a mobile clinic towards the end of July.

Agenda Item #2, COTA's 2021 RTP Grant Application Letter of Support: Darlene Henderson presented the Court with a RTP Grant Application Letter in support of a stand-on skid steer. The grant for the skid steer will be for a five-year lease so Central Oregon Trails Alliance (COTA) may help in the construction and upkeep of trails in Central Oregon. The Court did suggest some language in the letter related to the Lemon Gulch Trails be removed.

MOTION to approve COTA's letter once selected language is removed from the letter. Motion seconded. No further discussion. Motion carried 2-1. Commissioner Brummer was opposed.

Agenda Item #3, Community Development Fee Change: Community Development Director Ann Beier updated the Court on fee changes for the Planning Department. Ms. Beier informed the Court that some fees would be increased while others would be decreased. There were some questions from the Court regarding the fee changes that Ms. Beier will follow up on during the June 16th Regular Court Session.

Agenda Item #4, COIC IGA for Emergency Business Grants: This item will be moved to the June 16th Regular Court Meeting.

Agenda Item #5. TSR North Solar Facility CUP Modification New Sun Energy Formal Continuance Request: The County received a letter from Merissa Moeller, attorney for TSR North Solar Farm LLC requesting a continuance of the appeal hearing set for June 22, 2021. After conferring with Ms. Moeller, a new appeal hearing date has been set for August 4, 2021 at 9:30 a.m.

At 9:42 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

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

MOTION to direct County Counsel to correspond with counter party as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:05 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF JUNE 22, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on June 22, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Deputy Director Katie Plumb; Director Kim Barber; Senior Accountant Christine Kurtz; Director Tim Deboodt; Clerk Cheryl Seely; Librarian April Witteveen; Director Kim Barber; Manager Kim Herber; Account Manager Janet Pritiskutch; Assessor Jon Seely; Sheriff John Gautney; Assistant Wendy Koslowski and Director Ann Beier.

WORK SESSION

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

Agenda Item #1, Covid-19 Update: Health Department Deputy Director Katie Plumb provided the County Court with a Covid-19 update. Crook County is currently at a forty-eight percent vaccination rate and the State of Oregon is at a sixty-eight percent vaccination rate. The Health Department has begun their pop-up vaccination clinics and are planning on continuing through July.

Agenda Item #2, Discussion on Special District Relationships with Crook County: Eric Blaine discussed options the County can make regarding agreements with the following Special Districts: Juniper Canyon Road District, Halen Road District, Ochoco West Road District, Cemetery District, Crooked River Watershed and Vector Control. Currently the County is providing services for these districts either through benefits or services from the Treasurer's Office and Human Resources. The County will schedule individual meetings with each of these districts to determine the County's future involvement in these districts.

Agenda Item #3, WHA Renewal: Human Resources Director Kim Barber presented the Court with the workers compensation insurance renewal through WHA Insurance. The renewal rate for WHA Insurance will be \$251,225.75. The renewal contract will be added to the July 7th Regular Court Meeting Consent Agenda.

At 9:53 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

EXECUTIVE SESSION

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

MOTION to file notice of intent to file appeal for solar application to the LUBA Court of Appeals. Motion seconded. No further discussion. Motion carried 2-0. There being no further business before the Court, the meeting was **adjourned at 10:03 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF JUNE 29, 2021 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on June 29, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel Eric Blaine; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Assessor Jon Soliz; Director Jeremy Thamert; Assistant Wendy Koslowski; Senior Accountant Christie Kurtz; Director Troy Poncin; Account Manager Janet Pritiskutch; Director Kim Herber; Natural Resource Director Tim Deboodt and Elaina Huffman.

WORK SESSION

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

Agenda Item #1, Discussion and Approval of Insurance Policy

Renewal/Updates/Changes: Facilities Director Jeremy Thamert and Elaina Huffman of Prineville Insurance reviewed the County's property deductibles. Ms. Huffman reviewed the County's insurance claims from the past six years, analyzing multiple deductible amounts to determine what deductible represents the best value to the County. Mr. Thamert will work to devise an internal process for submitting insurance claims.

Agenda Item #2, Grade/Step Increase Linda Pepper: Assessor Jon Soliz requested Assessment Tech Linda Pepper receive a grade/step increase from 111/07 to 114/4, as Ms. Pepper will transition into the role of Senior Assessment Tech. The Court informed Mr. Soliz this increase was not budgeted for, but Ms. Pepper would receive a one step increase. The Court will have quarterly budget meetings, allowing Ms. Pepper's potential pay increase to be assessed throughout the year.

At 9:37 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(n)(D) and (2)(n)(E), discussion of information about review or approval of programs relating to the security of telecommunication systems and data transmissions.

EXECUTIVE SESSION

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

MOTION to delegate Judge Crawford to sign the insurance contract on behalf of the County as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:00 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF JUNE 16, 2021 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on June 16, 2021, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Amy Albert; Director Ann Beier; Account Manager Janet Pritiskutch; Legal Assistant Lindsay Azevedo; Assessor Jon Soliz; Senior Accountant Christine Kurtz; Director Kim Barber; Manager Kim Herber; Sheriff Gautney; Road Master Bob O'Neal; Director Troy Poncin; Chris Crookston; Bruce Bischof and Elaina Huffman.

REGULAR SESSION

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

MOTION to approve the Consent Agenda as presented with these changes. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #14: Elaina Huffman of Prineville Insurance discussed the County's premium increases and explained opportunity to increase coverage. Premiums have increased due to the County expanding. The County will continue with the policy they currently have but will discuss the possibility of a future ten percent premium increase at a later date.

Discussion item #15: Director Ann Beier and Road Master Bob O'Neal presented the Court with fee changes that will affect Community Development and the Road Department. There will also be fee changes to the Sheriff's Office and the Clerk's Office. A Public Hearing was opened, there being no comment the Public Hearing was closed.

MOTION to approve changes to Order 2020-46, Amendment 2 Changes to County Fee Schedule. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #16: Assessor Jon Soliz presented the Court with three mobile assessment software contracts. Mr. Soliz recommends the County award the contract to Woolpert, Inc. as presenting the best value. This matter will be brought back before the Court for approval once the final contract has been approved by County Counsel.

Discussion item #17: The County's declaration for the Covid-19 emergency is expiring, prompting the need for its renewal. The renewed declaration will have the same provisions as the previous declaration with the exception of an expiration date of September 30, 2021.

MOTION to approve Order 2021-33 declaration of public health emergency in Crook County in response to the outbreak of Covid-19 extending to September 30, 2021. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #18: Order 2021-35 which utilizes the authority of CCC 8.16.070(2) to adopt the administrative hearing procedures of food establishment regulation violations for code compliance. This will help in clearing the back log of code compliance cases affecting Community Development that are currently in Circuit Court and transfer them to Laurie Craghead the hearings compliance officer.

MOTION to approve Order 2021-35 adoption of administrative hearing procedures for code compliance cases. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #19: The County has obtained quotes from Safe and Sound and SOS Alarm to procure the services of a new security system. After review of the contracts, it was determined the Safe and Sound presents the best value to the County.

MOTION to award the intermediate procurement for new security monitoring provider contract to Safe and Sound and sign the contract out of Court. Motion seconded. No further discussion. Motion carried 3-0.

Additional Item: Eric Blaine presented the Court with the State of Oregon Intergovernmental Agreement, increasing the funds received for Covid vaccination purposes from one million to three million dollars.

MOTION to approve updated agreement 170122 between the State of Oregon and Crook County. Motion seconded. No further discussion. Motion carried 3-0.

At 9:52 a.m. the Court convened into Executive Session under the following statute(s): ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

EXECUTIVE SESSION

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

MOTION to direct staff to correspond with counter party as directed in Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:24 a.m.**

Respectfully submitted,

Amy Albert

AMENDMENT 5
To Services Agreement

This Amendment 5 modifies the terms of that certain Services Agreement (hereinafter “the Agreement”), executed on or about June 17, 2016, by DQCGM of Oregon, LLC (hereinafter “DQCGM”) and Crook County, a political subdivision of the State of Oregon (hereinafter “County”). Advantage and County may collectively be referred to as “the Parties.”

RECITALS

WHEREAS, on or about March 31, 2021, Advantage Dental Clinics, LLC, changed its name to DQCGM of Oregon, LLC, an Oregon limited liability company

WHEREAS, the Parties executed the Services Agreement whereby DQCGM agrees to provide certain dental health services for patients at the School-Based Health Center (hereinafter “SBHC”) located in Prineville, Oregon and County agrees to provide certain clinic site management and office resources; and

WHEREAS, the Agreement is set to expire by its own terms on June 30, 2021, unless extended as the Parties may agree; and

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

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained herein, the Parties agree as follows:

1. Incorporation of Recitals: The Recitals listed above are incorporated herein by reference.
2. Amendment to Term: The duration of the Agreement is extended to June 30, 2022, unless sooner terminated according to its terms.

3. Full Force and Effect: Except as amended by this Amendment 5, all other terms of the Agreement remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties agree to be bound by the terms and conditions set forth in this Amendment 5, effective on the date when signed by both Parties.

DQCGM OF OREGON, LLC



Molly Johnson, Interim VP
Plan Operations

Date: 6/9/2021

CROOK COUNTY, OREGON

Seth Crawford, Judge

Jerry Brummer, Commissioner

Brian Barney, Commissioner

Date: _____

Crook County Counsel's Office

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



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: June 7, 2021

RE: 2021-23 public health funding agreement, IGA No. 169507
Our File No.: Health #57(I)

To pay for the provision of public health services, the State of Oregon issues biennial funding agreements that typically number well over a hundred pages. Just a few weeks ago the County approved the 19th amendment to the 2019-2021 funding agreement. Now that we are approaching the beginning of the new fiscal year, the County has received this new funding agreement for the 2021-2023 biennium.

Under these funding agreements, the state describes a number of “program elements” which are associated with specific amounts of funding. The program elements describe how specific types of public health services are to be provided, including detailed reporting specifications. Different local health departments will be responsible for providing a different collection of program elements.

The total funding provided through this IGA is a total of \$728,446.00 over a 2-year period. This type of funding agreement is frequently amended by the parties, which usually alter both the funding and the details of specific program elements.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

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

AGREEMENT #169507

**2021-2023 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2021-23 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, the Local Public Health Authority for Crook County (“LPHA”).

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs.

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes.

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA.

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA’s public health programs.

WHEREAS, OHA is acquiring services under this Amendment for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. OHA intends to request reimbursement from FEMA for all allowable costs.

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA’s public health programs.

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on July 1, 2021 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2023.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

[Exhibit A](#) [Definitions](#)

[Exhibit B](#) [Program Element Descriptions](#)

[Exhibit C](#) [Financial Assistance Award and Revenue and Expenditure Reporting Forms](#)

[Exhibit D](#) [Special Terms and Conditions](#)

- [Exhibit E General Terms and Conditions](#)
- [Exhibit F Standard Terms and Conditions](#)
- [Exhibit G Required Federal Terms and Conditions](#)
- [Exhibit H Required Subcontract Provisions](#)
- [Exhibit I Subcontractor Insurance Requirements](#)
- [Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. SIGNATURES.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

By: _____
 Name: /for/ Carole L. Yann
 Title: Director of Fiscal and Business Operations
 Date: _____

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
 Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 25, 2021, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

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

**EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Program Element Descriptions. When a word or phrase is defined in a particular Program Element Description, the word or phrase shall not have the ascribed meaning in any part of this Agreement other than the particular Program Element Description in which it is defined.

1. **“Agreement”** means this 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“CFDA”** mean the Catalog of Federal Domestic Assistance.
5. **“Claims”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 “Program Element” below.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3)(b)ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

DOCUMENT RETURN STATEMENT

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

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

Document number: IGA 169507 _____, hereinafter referred to as "Document."

I, Seth Crawford _____ Crook County Judge _____
Name Title

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

Crook County _____ by email.

Contractor's name

On July 7, 2021 _____,
Date

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

Authorizing signature

Date

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

Crook County Counsel's Office

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



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: June 11, 2021

RE: Amendment 4 with Laurie Craghead
Our File No.: Enviro Health 25; Code Enforcement 92

Enclosed is Amendment 4 to Professional Services Contract with Laurie Craghead for services as a Crook County hearings officer. Ms. Craghead has been under contract with us since 2017 to officiate food establishment compliance hearings. To date, the County has not yet needed her services.

That will change this year. This Amendment 4, in addition to extending the term through June of '22, expands the types of hearings she can adjudicate to include code compliance cases under other chapters of our code that previously had to work their way through the circuit courts. The expanded authority is pursuant to the recently passed Order No. 2021-35. A comprehensive code update to replace the Order should be ready this summer.

Louis Seals is eager to have Ms. Craghead serve as our hearings officer. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM.

**AMENDMENT 4
To Professional Services Contract**

This Amendment 4 is entered into by Laurie E. Craghead, Attorney at Law, an individual (hereinafter "Contractor"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County").

RECITALS

WHEREAS, Contractor and County are parties to that certain Professional Services Contract (hereinafter "the Agreement") effective December 20, 2017, for the provision of hearing officer services related to Environmental Health citations; and

WHEREAS, the Agreement has been extended by Amendments 1, 2, and 3 and is set to expire on June 30, 2021; and

WHEREAS, the parties wish to continue the terms of the Agreement and add additional services as modified by this Amendment 4.

AGREEMENT

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

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

Section Two: The duration of the Agreement is extended to June 30, 2022, unless sooner terminated according to its terms.

Section Three: Paragraph 1 of the Agreement is hereby amended to include all types of administrative hearings designated to a hearings officer pursuant to County Court order or the Crook County Code. Paragraph 3 is also amended as shown on the new Exhibit D, attached hereto.

Section Four: Except as amended by this Amendment 4, all other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, Contractor and County have executed this Amendment 4 effective on July 1, 2021.

CONTRACTOR

Laurie E. Craghead
Laurie Craghead, Attorney at Law

Date: 06/10/2021

COUNTY

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: _____

EXHIBIT "D"
Scope of Services

Contractor will perform the following services:

Conduct all assigned code compliance and contested case hearings and render decisions authorized by and pursuant to requirements of the Crook County Code, Oregon Revised Statutes, Oregon Administrative Rules, and the common law of the State of Oregon.

Notify the appropriate Code Compliance Officer, Director, or designee, no later than five (5) business days after receipt of notice of assigned cases whether Contractor has a conflict of interest, bias, or pre-hearing contacts, with respect to the case of the parties thereof.

- (a) If such conditions exist, Contractor will state whether the conflict of interest is apparent or real, or otherwise explain the bias or contact.
- (b) Where there is a conflict of interest, bias, or pre-hearing contact, the Contractor may decline an assignment or the County may withdraw the assignment.
- (c) The County will not be charged for the Contractor's time in determining whether these conditions may exist, nor will the County be charged for any time devoted to the case which one of these conditions is later found to exist.

Submit a written final decision, including the components required by Crook County Code, based upon the record, to the parties to the code compliance or contested case hearing within the timeframe established by Crook County Code. Perform any and all research and preparation necessary to perform the duties of the Hearings Officer. Contractor will announce the Contractor's decisions, including scheduling, motions, and final decisions, by providing to all parties as described in the Crook County Code.

The Contractor will keep accurate records in a format reasonably approved by the County for the purpose of compensation, and will submit said record to the appropriate department with a bill for payment of services.

The Contractor will have the right to reuse Contractor's work or other Hearings Officers' decisions.

County Services. County will provide Contractor, at County's expense, with material and services described as follows:

No later than five (5) days prior to the hearing on the land use or code violation matters, County also agrees to provide Contractor with copies of the files for each matter referred to Contractor for hearing.

County agrees to provide Contractor with audio recording and sound projection equipment and related storage medium on which to make a formal record of the land use hearings.

The County provided equipment and storage medium will be in working order and available at the times and location designated by County for the conduct of the hearings.

From and after the date that the Contractor's written decision becomes the final decision on the land use application or code compliance violation, County will defend, save, hold harmless and indemnify Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to such decision.

Crook County Counsel's Office

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



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 6/10/21

RE: Mental Health Promotion/Prevention IGA's with Deschutes County
Our File No.: HEALTH 133(A)

This is a replacement for Grant Agreement 2020-358 which provides funding to the County to provide mental health promotion and prevention activities in alignment with the Central Oregon Mental Health Promotion and Prevention Grant. The grant amount is \$44,444 paid by Deschutes County to Crook County in four quarterly installments of \$11,111 within 30 days' receipt and approval of Crook County's invoice.

The effective date of this Grant Agreement is January 1, 2021 and shall terminate when Deschutes County accepts Crook County's completed performance or on December 31, 2021, whichever date occurs last.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.



REVIEWED
LEGAL COUNSEL

**GRANT AGREEMENT
NO. 2021-350
Mental Health Promotion and Prevention (MHPP)**

This Agreement is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division, hereinafter referred to as "County", and Crook County, a political subdivision of the State of Oregon hereinafter referred to as "Contractor," collectively referred to as "Party" or "Parties." The Parties agree as follows:

This Contract supersedes and replaces Deschutes County Health Services Contract No. 2020-358, effective date July 1, 2020, which shall terminate upon signature and execution of this Contract No. 2021-350.

Effective Date and Termination Date. The effective date of this Agreement shall be January 1, 2021. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when County accepts Contractor's completed performance or on December 31, 2021, whichever date occurs last. Agreement termination shall not extinguish or prejudice County's right to enforce this Agreement with respect to any default by Contractor that has not been cured. This Agreement may be renewed or extended only upon written agreement of the Parties.

Agreement Documents. This Agreement includes Page 1-10 and Exhibits A-G.

CONTRACTOR DATA AND SIGNATURE

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Agreement including the attached Exhibits. I understand this Agreement and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits C and E.

Signature: _____
Email: _____
Title: _____
Date: _____

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$50,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$50,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator.

Signature: George A. Conway, MD
George A. Conway, MD (May 27, 2021 13:21 PDT)
Email: george.conway@deschutes.org
Title: Director
Company: DCHS

Exhibit E
DESCHUTES COUNTY SERVICES CONTRACT
Agreement No. 2021-350
CONFIDENTIALITY AGREEMENT

Deschutes County contracted entities have an obligation to safeguard confidential information and records to which they have access or become aware of during the term of the Agreement in which services are being provided. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that Crook County ("Contractor") understand the obligation to maintain the confidentiality of information and records which Contractor may access or become aware of while under contract with County. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of Contractor who improperly uses, discloses or releases confidential information or records will be subject to legal action, up to and including termination of the Agreement to which this Confidentiality Agreement is attached. Except as is necessary to perform official work with Deschutes County, Contractor is not authorized to use, disclose or release any information or records to which the Contractor has access or becomes aware of during the term of the Agreement in which services are being provided without the express written approval of Deschutes County Department Director or Program Manager.

As an agency under contract with Deschutes County, Contractor needs to agree to abide by the laws and policies governing confidentiality by signing this Confidentiality Agreement. If at any time, Contractor has any questions regarding confidentiality laws or policies or regarding Contractor's obligation to maintain the confidentiality of any information or records, Contractor shall contact Deschutes County Department Director, Program Manager or Legal Counsel.

BY SIGNING BELOW, CONTRACTOR, CERTIFIES THAT CONTRACTOR HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY AGREEMENT, THAT, AS AN AGENCY UNDER CONTRACT WITH DESCHUTES COUNTY, CONTRACTOR HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT CONTRACTOR WILL ABIDE BY THOSE LAWS AND POLICIES. CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT, IF CONTRACTOR IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, CONTRACTOR WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THE CONTRACT TO WHICH THIS CONFIDENTIALITY AGREEMENT IS ATTACHED.

Signature: _____

Email: _____

Title: _____

Date: _____

Crook County Legal Department

267 NE 2nd St. Ste 200 • Prineville, Oregon 97754 • (541) 416-3919 • FAX (541) 447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Assistant County Counsel

DATE: June 11, 2021

RE: ODOT STF grant agreement # 34944
Our File No.: Ct. Contracts # 226(F)

Crook County and the Central Oregon Intergovernmental Council have for many years worked together to obtain state funding for Cascades East Transit, the local public transportation system. The County will apply for grant opportunities with ODOT, and if awarded, subcontract the grant funds and grant responsibilities to COIC.

Enclosed is the 2021-23 STF ODOT grant agreement #34944, which would allocate \$135,400 to the County for financial support for special transportation services benefitting seniors and individuals with disabilities. This grant is substantially similar to the prior versions the County has executed. Our STF provider contract with COIC for this grant is already in place and effective through 2026.

During the next biennium, the STF and STIF programs will merge. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Crook County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for eligible project costs incurred on or before **June 30, 2023** (the "Expiration Date"). No grant funds are available for expenditures incurred after the Expiration Date. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.a. of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance 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 precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** State shall provide Recipient grant funds in an amount not to exceed **\$135,400.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this Agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Funds.**
 - a. **Disbursement Generally.** State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in Section 3 divided by the number of calendar quarters for which payments are scheduled

to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds**

- i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential

contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement Indemnity; Insurance.**
 - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State 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 Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient 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 Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules.
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;

- ii. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice:
 - i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **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 State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or

settlement amounts, as well as any other relevant equitable considerations. The relative fault of State 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (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 State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. 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. Liability of Recipient; Indemnification.

- i. Recipient shall defend, save, hold harmless, and indemnify the State, the Oregon Transportation Commission, ODOT, and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (collectively, "Claim") which may be brought or made against State by a third party arising out of or related to any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Recipient or its officers, employees or agents arising out of or related to this Agreement. Recipient's obligation under this Section shall not extend to any claim primarily caused by the negligent or willful misconduct of State.**
- ii. Any such indemnification shall also provide that neither Recipient, nor any attorney engaged by Recipient, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending State or that Recipient 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 Recipient if State elects to assume its own defense.**
- iii. Sections 11.b.i. and 11.b.ii shall survive termination of this Agreement.
- c. Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third-Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit

or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties

shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- o. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Crook County/State of Oregon
Agreement No. 34944

Crook County, by and through its

State of Oregon, by and through its
Department of Transportation

By _____
(Legally designated representative)

By _____
Karyn Criswell
Public Transportation Division Administrator

Name _____
(printed)

Date _____

Date _____

APPROVAL RECOMMENDED

By _____

By _____ Theresa Conley

Name _____
(printed)

Date _____ 06/10/2021

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

APPROVED AS TO LEGAL SUFFICIENCY

N/A

(If required in local process)

By  _____
Recipient's Legal Counsel

Date 6/11/21 _____

Recipient Contact:

Amy Albert
200 NE Second Street
Prineville, OR 97754
1 (541) 447-6554
amy.albert@co.crook.or.us

State Contact:

Theresa Conley
555 13th Street NE
Salem, OR 97301-4179
1 (541) 388-6250
theresa.l.conley@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STF Crook County 34944				
<i>Operating</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$135,400.00	\$135,400.00	\$0.00	
Sub Total	\$135,400.00	\$135,400.00	\$0.00	
Grand Total	\$135,400.00	\$135,400.00	\$0.00	

1. PROJECT DESCRIPTION

This Agreement provides financial support for special transportation services benefitting seniors and individuals with disabilities.

2. PROJECT DELIVERABLES

Funding may be used for project types that benefit transportation for seniors and people experiencing disabilities including, but not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

Recipient may distribute Special Transportation Fund (STF) funds to eligible subrecipients and projects. Additional projects or subrecipients require an amended application approved by State.

Recipient shall include any equipment purchase valued at \$50,000 or more, any transit vehicle acquired, and any transit facility constructed subject to this Agreement in Recipient's Agency Periodic Report and Transit Asset Management reporting to State.

3. PROJECT ACCOUNTING

Recipient retains authority over costs and allocations of STF dollars within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient will receive and disburse STF funds from a separate governmental account. Any interest accrued from the account must be added to the funds and reported to State.

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Matching grant funds do not constitute claiming the same cost twice. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$135,400.00
---	---	--	---

Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
--

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum

time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

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

**IN THE MATTER OF THE
APPOINTMENT TO HOUSING WORKS
BOARD OF DIRECTORS**

ORDER 2021- 39

WHEREAS, volunteers are essential to the operation of the county government; and

WHEREAS, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

NOW, THEREFORE, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Crook County Boards and Committees:

Board	Appointee	Term	Oath required
Housing Works Position #1	Laura Craska Cooper	4 – Year Term Expiring 06-30-2025	Yes

DATED this 7th day of July 2021.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

Crook County Counsel's Office

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



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: June 14, 2021

RE: New Copiers for the Library
Our File No.: Library 146

The Library has some of the oldest copiers in the County, so it recently set out to obtain bids from three different vendors for replacements—Pacific Office Automation, Copiers NW, and Oregon Office Solutions. Pacific Office Automation has been the long-time provider to the Library as well as other County departments. The solicitation was for a 2 Cannon imageRunner Advance DX C3725i (or equivalent) units, with coin-op functionality for one of them.

The dollar amount for the contract, when including printing charges, is right on the dividing line between a small and intermediate procurement. To be safe, this is being treated as an intermediate procurement, which can be awarded to the product that best serves the interest of the County.

Between the three, Oregon Office Solutions had the lowest quote, with the lowest monthly payment and the lowest printing charges, as shown in the table below. The lease agreement with Oregon Office Solutions, through Xerox, is a negotiated contract for governmental entities and the rates are fixed for the life of the contract. Further, Oregon Office Solutions is the only one of the three with a dedicated service employee located in Prineville.

Vendor	Printers	B/W	Color
POA	\$158.46	\$.0074	\$.056
OOS	\$130.88	\$.0066	\$.0453
Copiers NW	\$131.67	\$.0108	\$.0663

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Crook County Court
RE: New Copies for the Library
June 15, 2021
Page 2

April Witteveen recommends awarding the contract to Oregon Office Solutions. The Lease Agreement is included with this memo. Let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM.

Approved this ____ day of _____ 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

Lease Agreement

Customer: CROOK COUNTY LIBRARY

BillTo: CROOK COUNTY LIBRARY	Install: CROOK COUNTY LIBRARY
DR	DR
175 NW MEADOW LAKES	175 NW MEADOW LAKES
PRINEVILLE, OR 97754-1465	PRINEVILLE, OR 97754-1465
State or Local Government Negotiated Contract : 072808000	

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	C7020S2 (XEROX C7020 STND OS2) - Foreign Interface - Postscript 3 Kit - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Konica Minolta Bizhub C220 Return to Vendor (CRP)	6/8/2021
2.	C7020S2 (XEROX C7020 STND OS2) - No Post Script - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Konica Minolta Bizhub C220 Return to Vendor (CRP)	6/8/2021

Monthly Pricing					
Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C7020S2	\$65.44	1: Black and White Impressions 2: Color Impressions	All Prints	\$0.0066	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			All Prints	\$0.0453	

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.</p> <p>Signer: _____ Phone: _____</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p>Rhonda Rogers (541)382-0300</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>

Lease Agreement



Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
2. C7020S2	\$64.66	1: Black and White Impressions	All Prints	\$0.0066	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0453	
Total	\$130.10	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox, in its sole discretion, within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those due for the current fiscal year (with

Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. COMPETITIVE REPLACEMENT PRODUCTS. You are acquiring the Products to replace the product(s) identified as "CRP" ("CRP Equipment"). You agree to return the CRP Equipment to your lessor no later than 60 days following installation of the Products that are replacing the CRP Equipment. Upon request, you will provide Xerox with documentation of such return.

5. OVERSIZE PRINTS. Each print made on the following Equipment; C7020S2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

6. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

7. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed.

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 6/17/2021

RE: OHA IGA #166039 for Addiction Treatment, Recovery & Prevention and Problem Gambling
Our File No.: MENTAL HEALTH 40

The County's new community mental health program funding agreement has already been amended once – one of the unusual features of such documents is that they may be amended dozens of times over their 2-year durations. Attached to this memo are a second and third amendment.

The second amendment adds \$25,000 of additional CRF money, which maybe used for expenses incurred from January 1 to June 30, 2021.

The third amendment does not change the amount of funding, but does place new restrictions on the service element "A&D 66." That service element focuses on youth and adults with substance abuse disorders to build resilience and promote recovery. Amendment 3 places new requirements that these services to a specified number of individuals (55), that also must meet certain procedural requirements to count. Failure to meet this number count would result in the state clawing \$1,200 per individual.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.



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

**SECOND AMENDMENT TO
OREGON HEALTH AUTHORITY
2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL
HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND
PROBLEM GAMBLING SERVICES AGREEMENT #166039**

This Second Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Crook County ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

6. Signatures.

Crook County

By:

	Eric Blaine		
Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Theresa Naegeli on May 28, 2021; e-mail in contract file.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 04/29/2021

Contract#: 166039
REF#: 003

REASON FOR FAAA (for information only):

MHS 20 Non-Residential Community Mental Health Services for Child, Youth, and Adults is awarded funding by the E-Board to continue the services that were being provided in accordance with the Corona Virus Relief Funds in 2020.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0322 1A) These funds provided by the E-Board are for MHS 20 to cover activities, supplies and services for the period January 1, 2021 through June 30, 2021 to continue to provide the work started in accordance with the Corona Virus Relief Funds. Funds in this amendment are to be used to provide culturally appropriate behavioral health services in response to needs arising from the COVID-19 pandemic. Funds will prioritize outreach, service navigation, coordination with contact tracers, and behavioral health services for vulnerable people and those who have historically had difficulty accessing services. The report located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx> titled "E-Board Funding for Corona Virus Relief Fund-Culturally Responsive Behavioral Health Services, Community Mental Health Program Report of Activities" shall be electronically submitted to OHA at ambcontract.administrator@state.or.us for the period of January 1, 2021 - June 30, 2021, no later than July 31, 2021. B) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Amendment becomes executed.



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

**THIRD AMENDMENT TO
OREGON HEALTH AUTHORITY
2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL
HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND
PROBLEM GAMBLING SERVICES AGREEMENT #166039**

This Third Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Crook County ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

6. Signatures.

Crook County
By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority
By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division
By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Shawn Kintner on June 14, 2021; e-mail in contract file.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 06/10/2021

Contract#: 166039
REF#: 004

REASON FOR FAAA (for information only):

This Contract amendment is for administrative adjustment to funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- A0022 1 Special condition #A0000-3 in Base Agreement, regarding "A&D 66 Services" applies.
- A0022 2 These funds must result in the delivery of A&D 66 Services to a minimum of 55 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2021. Up to 20% of 55 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted quarterly on the form located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$ 1,200 per individual.

Crook County Counsel's Office

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



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 6.21.21

RE: IGA w/ State (DOR) for GIS Work (mapping and cartography)
Our File No.: GIS 90

Attached is an IGA with the Department of Revenue for mapping etc., services to be performed by DOR. This is a renewal contract to provide mapping maintenance services to the County.

The cost to the County is \$60 per hour for a total cost of \$24,000 for an estimated 400 hours of staff time, plus any actual costs incurred for related maps. The agreement also states that if an "inadvertent mapping error" occurs "which causes an assessment to be incorrect, the County" is responsible for corrections and all costs for the corrections.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

INTERGOVERNMENTAL SERVICES AGREEMENT
CONTRACT #DOR-300-21

This agreement is between The Oregon Department of Revenue (Department) and Crook County (County).

This agreement is for map maintenance and related cartographic activities to be performed by the Department of Revenue for the County as authorized under ORS 306.125 and ORS 190.110.

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. Mapping costs are based on estimated staff hours required to complete the work at a specified rate per staff hour. The figures shown below are for the fiscal year July 1, 2021 to June 30, 2022. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

The Department will make every effort to produce and maintain maps to state standards using correct cadastral procedures. Additionally, should an inadvertent mapping error occur, which causes an assessment to be incorrect, the County shall be responsible to make all administrative corrections to the assessment and incur all costs for the corrections.

Any charges for legal services or litigation costs that may be incurred by the Department at the request of the County are not covered by this agreement.

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	400	\$60.00	\$24,000.00
Related Maps		Actual	

It is understood and agreed that either party may terminate this agreement upon 90 days written notice. All work completed shall be paid for as of the last day stipulated in the termination notice. All completed work, maps, and records shall be turned over to the County for its use. It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein.

STATE OF OREGON, by and through its
DEPARTMENT OF REVENUE

By Krista Olson Date
Procurement Manager, DPO

Internal Review

By Rebecca Hall 6/16/21
Rebecca Hall Date
Unit Manager, Property Tax Division

By and through the COUNTY COURT or
BOARD OF COUNTY COMMISSIONERS
of Crook County, Oregon

By _____ Date
County Judge or Chairperson
of the Board of County Commissioners

County Commissioner Date

County Commissioner Date

REVIEWED AND APPROVED
By [Signature] 6-18-21
Assessing Official of Crook County Date



Crook County

Notice of Election for Guaranteed Cost Plan

Period: 07/01/2021 - 07/01/2022

Policy: 791761

Plan: Version #1

Agency: WHA Insurance Agency Inc
Producer: Jennifer King

Total estimated premium and assessments: \$251,225.75

Payroll reporting frequency: Annual

Please visit saif.com and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

Initial Installment due by 06/25/2021: \$251,225.75

I, the undersigned, as a legal representative of the Company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of Insured

Date signed

Please return this page with remittance. You may choose to pay online at saif.com, or write the quote or policy number indicated in this document on your check. Make check or money order payable to:

**SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000**

SAIF use only	D: \$0	I: \$251,226	
Date received _____	Amount received _____	Check no. _____	
Bond Company _____	Bond no. _____		



AUTHORIZATION FORM



PROTECT YOUR POLICY FROM UNAUTHORIZED CHANGES

We can only make changes to your policy if directed by you, as the First Named Insured, or authorized persons!

Instructions:

- Review the contact list below and add any names you would like included as a contact on the policy.
- Check either 'Authorized' or 'Not Authorized' to indicate whether or not you would like the contact to be able to make important changes to your policy.
- Print your name, sign, date and return the form to our office via email, fax or mail.

Contact Name	Authorized	Not Authorized	Remove as Contact
Keity Crismon, HR Partner			
Jeremy Thamert, Director of Maintenance			
Stephanie Wilson, Chief Admin Deputy			
Kim Barber, Human Resources			

Your Name (please print): _____

Signature

Date

Crook County Counsel's Office

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



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 6.21.21

RE: BestCare Developmental Disabilities MH Service Agreement
Our File No.: MH 38

BestCare would like to extend its current agreement with the County for an additional 12 months. The current contract is set to terminate on 6.30.21.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

AMENDMENT 2
To Community Developmental Disability Program Services Agreement

This Amendment 2 amends that certain Community Developmental Disability Program Services Agreement (hereinafter "the Agreement") dated December 1, 2019, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County") and BestCare Treatment Services, Inc., a nonprofit corporation (hereafter "BestCare"). County and BestCare may individually be referred as "a party," or may together be referred to as "the parties."

RECITALS

- A. Whereas, at the time the Agreement was executed, County received funding through, and obligations from, an intergovernmental agreement with the State of Oregon designated # 157821, for the provision of services related to the Community Developmental Disability Program. That intergovernmental agreement is set to expire on June 30, 2021, and the State has not yet issued a successor document; and
- B. Whereas, the Agreement as previously amended is set to expire on June 30, 2021, unless sooner terminated or extended; and
- C. Whereas, the Parties wish to extend the duration of the Agreement, and to memorialize that a successor document to intergovernmental agreement #157821 is anticipated soon.

AGREEMENT

Now, therefore, in consideration of the mutual covenants made herein, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Adoption of Recitals. The above Recitals are incorporated into this Amendment 2, as term of contract and not as mere recitals.
- 2. Effective Date/Duration. This Amendment 2 will become effective July 1, 2021 regardless of the date when executed by the parties. The duration of the Agreement is extended to June 30, 2022, unless sooner terminated accord to its terms.
- 3. Adoption of Successor CDDP Document. When a successor intergovernmental funding agreement is issued by the State of Oregon, and thereafter approved by the County and State, the requirements of that successor document will be incorporated into this Agreement.
- 4. Except as modified by this Amendment 2, the terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, County and BestCare have caused this Amendment 3 to be executed effective as of the date described herein.

BestCare Treatment Services, Inc.

**Crook County, a political sub-
division of the State of Oregon**



Signature

Judge Seth Crawford

Rick Treleaven

Print Name

Commissioner Jerry Brummer

Chief Executive Officer

Title

Commissioner Brian Barney

June 17, 2021

Date

Date

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 6.21.21

RE: BestCare Community MH Program Service Agreement
Our File No.: MH 39

BestCare would like to extend its current agreement with the County for an additional 12 months. The current contract is set to terminate on 6.30.21.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

**AMENDMENT 3
To Community Mental Health Program Services Agreement**

This Amendment 3 amends that certain Community Mental Health Program Services Agreement (hereinafter "the Agreement") dated December 1, 2019, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County") and BestCare Treatment Services, Inc., a nonprofit corporation (hereafter "BestCare"). County and BestCare may individually be referred as "a party," or may together be referred to as "the parties."

RECITALS

- A. Whereas, at the time the Agreement was executed, County received funding through, and obligations from, an intergovernmental agreement with the State of Oregon designated # 159162, for the provision of services related to the Community Mental Health Program. That intergovernmental agreement has since expired by its own terms, and has been succeeded by an intergovernmental agreement designated # 166039; and
- B. Whereas, the Agreement as previously amended is set to expire on June 30, 2021, unless sooner terminated or extended; and
- C. Whereas, the Parties wish to extend the duration of the Agreement, and to memorialize that the CMHP funding intergovernmental agreement has changed from # 159162 to # 166039.

AGREEMENT

Now, therefore, in consideration of the mutual covenants made herein, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. **Adoption of Recitals.** The above Recitals are incorporated into this Amendment 3, as term of contract and not as mere recitals.
- 2. **Effective Date/Duration.** This Amendment 3 will become effective July 1, 2021 regardless of the date when executed by the parties. The duration of the Agreement is extended to June 30, 2022, unless sooner terminated accord to its terms.
- 3. Except as modified by this Amendment 3, the terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, County and BestCare have caused this Amendment 3 to be executed effective as of the date described herein.

**BestCare Treatment Services,
Inc.**

Signature

Print Name

Title

Date



Rick Treleaven

Chief Executive Officer

June 17, 2021

**Crook County, a political sub-
division of the State of Oregon**

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

Date



Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705

MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: June 23, 2021

RE: *Justice Center Bond Counsel*
Our File No.: Ct. Contracts 281(B)

Enclosed is an engagement letter from Ann Sherman and Gulgan Ugur of Hawkins, Delafield, & Wood, LLP (HDW) to act as bond counsel for the anticipated general obligation bond to fund the construction of the County's new Justice Center. Bond counsel is an essential component to a successful bond offering.

HDW has served the County well as our bond counsel for the last two bond elections (the jail and the helibase). Procurement of bond counsel is exempt from the competitive requirements of the Oregon Public Contracting Code under ORS 279A.025(2)(q). Under this agreement, HDW will perform the following services:

- Provide a Financing Opinion regarding the validity and binding effect of the bond and its excludability of interest from gross income for state and federal taxes;
- Prepare and review needed documents to authorize, issue, and deliver the bond;
- Assist with other governmental authorities to accomplish the objective;
- Review and respond to legal questions from the County concerning the bond;
- Prepare election proceedings;
- Review the offering and disclosure;
- Present to bond rating organizations; and
- Draft continuing disclosures.

The bulk of HDW's work should be performed over the next two months so everything is on-track for the ballot measure. Whereas HDW had charged us by the hour for prior bonds, this engagement will be through a flat fee of \$50,000. Their fee is contingent upon the ballot measure passing and a successful bond issuance. The fee can be paid out of the bond. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Crook County Court
RE: Justice Center Bond Counsel
June 30, 2021
Page 2

Approved this 7th day of July 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner



PHONE: 503-402-1320
FAX: 503-402-1331

200 SOUTHWEST MARKET STREET
PORTLAND, OR 97201
WWW.HAWKINS.COM

NEW YORK
WASHINGTON
NEWARK
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND
ANN ARBOR

GÜLGÜN UGUR, ESQ.
PHONE: (503) 402-1325
EMAIL: GUGUR@HAWKINS.COM

June 17, 2021

Via Email: john.eisler@co.crook.or.us

John Eisler, Esq.
Assistant Counsel
Crook County Legal Counsel's Office
300 NE 3rd St.
Prineville, OR 97754

Dear John:

Thank you for selecting Hawkins Delafield & Wood LLP to act as bond counsel to Crook County (the "County") in connection with the proposed General Obligation Bonds (the "Financing"). To this end, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. We are available to answer any questions that you may have concerning these provisions, or any modifications that you may wish to suggest. We at Hawkins are pleased to have the opportunity to serve the County.

1. *Client; Limited Scope of Representation.* Our client in this matter will be the County. We will be engaged hereunder to render legal advice to the County as its bond counsel or special counsel, including the following:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Financing Opinion") regarding the validity and binding effect of the Financing, the source of payment and security for the Financing, and, if appropriate, excludability of interest on the Financing from gross income for federal and for state of Oregon income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Financing, coordinate the authorization and execution of such documents, and review enabling legislation.

- (3) Assist the County in seeking from other governmental authorities such approvals, permissions, and exemptions as are necessary or appropriate in connection with the authorization, issuance and delivery of the Financing, except that we will not be responsible for any required Blue Sky filings.
- (4) Review and respond to specific legal issues raised by the County that relate to and arise out of the County's structuring of the Financing.
- (5) Prepare election proceedings.
- (6) If applicable, review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale or placement of the Financing involving a description of the legal authority and documents authorizing the Financing.
- (7) If applicable, assist the County in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Financing.
- (8) If applicable, draft the continuing disclosure undertaking of the County.

Our Financing Opinion will be addressed to the County and will be based on facts and law existing as of its date. In rendering our Financing Opinion we will rely upon the certified proceedings and other representations and certifications of public officials, counsel for and representatives of the County, the lender of the Financing, and other persons, furnished to us without any undertaking by us to verify the same by independent investigation, and we will assume continuing compliance by the County and all other participants in the transaction with applicable laws relating to the Financing. During the course of this engagement, we will rely on the County to provide us with complete and timely information on all developments pertaining to any aspect of the Financing and their security. We understand that the County will direct members of its staff and other employees to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Except as described in paragraph (6) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Financing, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

- (b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (c) Preparing blue sky or investments surveys with respect to the Financing.
- (d) Drafting state constitutional or legislative amendments.
- (e) Pursuing test cases or other litigation such as contested validation proceedings.
- (f) Making an investigation or expressing any view as to the creditworthiness or financial strength of the County or any other party being or having been contracted with by the County or the Financing.
- (g) Opining on a continuing disclosure undertaking pertaining to the Financing or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (h) Representing the County in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (i) After Closing, providing continuing advice to the County or any other party concerning any actions necessary to assure that interest paid on the Financing will continue to be excludable from gross income for federal or for State income tax purposes (*e.g.* our engagement does not include rebate calculations for the Financing).
- (j) Addressing any other matter not specifically set forth above that is not required to render our Financing Opinion.

It is expressly agreed that the County shall not request the firm to provide predictions or advice regarding, and that the firm shall provide no predictions or advice and owes the County no duty regarding, the financial structuring or feasibility of any arrangement nor any predictions or advice as to the ability or likelihood of any other party actually performing their obligations relating thereto.

In expressing its opinion, the firm does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Financing, nor does the firm represent, warrant or guarantee the actual performance rendered by participants in any transaction with the County.

It is also expressly agreed that (i) our client for purposes of this representation is the County and not any of its officers or employees, members, creditors, bondholders, or any other entities having any interest in the County or in which the County has an interest, and (ii) accordingly, this engagement will not establish an attorney-client relationship between the firm and any such individual, member or other entity.

June 17, 2021

Page 4

2. *Term of Engagement.* Either the County or the firm may terminate this engagement at any time for any reason, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the County's interests in matters within the scope of this engagement.

3. *Conclusion of Representation; Retention and Disposition of Documents.* At the County's request, its papers and property will be returned to it or delivered to successor counsel, as it may direct, promptly upon receipt of payment of outstanding fees and expenses. Our own files pertaining to this engagement will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post-Engagement Matters.* After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative County or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the County during the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

5. *Fees and Expenses.* We will charge the County a fixed fee of \$50,000 for our bond counsel services. This fee will be paid from the proceeds at Closing. Such fees will be contingent on the ballot measure passing and the successful closing of the Financing.

Fees and expenses of others (such as consultants, appraisers and other counsel retained by you) will not be paid by us, and should be billed directly to you. Arrangements for billing and payment for services of others should be made between you and the other parties.

6. *Consent to Conflict; Non-reliance upon Hawkins Representations.* The firm from time to time has represented, currently represents, and may in the future represent, underwriters and lenders in municipal financings involving other issuers. The County consents to the firm simultaneously representing such other parties and the County. The County acknowledges and agrees that it has not relied upon any firm representations or statements of any kind in deciding to give its consent. Instead, it has consulted with other independent counsel and that it has exclusively relied upon such other counsel in deciding to consent.

7. *Attorney-Client Privilege.* In recent years, several courts have said that when a firm reviews its compliance with professional conduct rules or other law in the representation of a client, the firm may not be able to claim attorney-client privilege for its review unless the firm withdraws from representing the particular client before conducting the review or the client agrees that the firm can assert privilege for any such review. We believe it is in the interest of our clients that the firm have the protection of the privilege in connection with

June 17, 2021
Page 5

internal reviews of its work for you. The County agrees that any communications between the lawyers and staff working on the County’s matter and the lawyers at the firm who may be reviewing that work for compliance with professional conduct rules or other law will be protected by the firm’s own attorney-client privilege and that any such review will not constitute a conflict between our interests and your interests.

8. *Client Responsibilities.* The County agrees to cooperate fully with us and to provide promptly all information known or available to the County relevant to our representation. The County also agrees to pay our statements for services and expenses in accordance with paragraph 5 above.

9. *Fully Integrated Agreement; Merger; No Oral Amendments or Modifications.* This agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties, and agreements are fully and completely merged herein.

Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by each of us and memorialized in a supplement hereto.

We are pleased to have this opportunity to once again work with the County. I trust that you will not hesitate to call me if you have any questions or comments during the course of this engagement.

Very truly yours,

Hawkins Delafield & Wood LLP



Agreed and Accepted:

Crook County, Oregon

By: _____

Title: _____

Date: _____

Crook County Counsel's Office

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



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 6.23.21

RE: OEM Grant #19-221 Drone Purchase
Our File No.: SHERIFF 216

The Sheriff's Office has been waiting for word from the Oregon Military Department regarding an application for funds to help pay for the purchase of an aerial drone. Late last week they received the attached grant agreement. By its terms, it provides \$37,879 to reimburse qualifying purchases made between 10.1.2019 and 9.30.2020. The provisions of the grant agreement are similar to what the County has agreed to in the past.

Unfortunately, this document contains information that is now out-of-date. Specifically, the County's Fiscal Contact information on page eleven reflects information from the original 2019 application. We have updated it with current information.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067
CROOK COUNTY
\$37,879
Grant No: 19-221

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Crook County** hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2019** and ending, unless otherwise terminated or extended, on **September 30, 2021** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
 Exhibit B: **Federal Requirements and Certifications**
 Exhibit C: **Subcontractor Insurance**
 Exhibit D: **Information required by 2 CFR 200.331(a)**

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

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$37,879** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2019 State Homeland Security Program (SHSP) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2019 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx>.
- b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.
- 7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
 - b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. NIMS Compliance.** By accepting FY 2019 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and

regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM 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 Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State 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 Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor 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 Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Contribution.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or

omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. 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. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. Insurance; Workers’ Compensation.** All employers, including Subrecipient, 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. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

CROOK COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

Michael Ryan
Commander
Crook County Sheriff's Office
308 NE 2nd St
Prineville, OR 97754
541-416-3969
michael.ryan@crookcountysheriff.org

Subrecipient Fiscal Contact:

Janet Pritiskutch
Accounting Manager
Crook County Treasurer
200 NE 2nd St
Prineville, OR 97754
541-447-6554
janet.pritikutch@co.crook.or.us

STATE OF OREGON, acting by and through its Oregon
Military Department, Office of Emergency Management

By _____

Name _____
(printed)
Operations and Preparedness Section Manager, OEM

Date _____

APPROVED AS TO FORM

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date September 5, 2019

OEM Program Contact:

Kevin Jeffries
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3661
kevin.jeffries@state.or.us

OEM Fiscal Contact:

Natalie Day
Senior Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3931
natalie.day@state.or.us

Exhibit A
Grant No: 19-221
Subrecipient: Crook County

I. Project Description

Project Title: Small Unmanned Aircraft System

This project will purchase a small unmanned aircraft system for the county.

II. Budget

CBRNE Operational, Response & Recovery \$ 37,879

Total **\$ 37,879**

EXHIBIT B**Federal Requirements and Certifications**

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990).
- C. Compliance with Applicable Federal Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, the Federal Government in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including, without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. Whistleblower Protection Act, 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds. Any project cost allocable to this Agreement may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

- D. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all of its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including, but not limited to:
- a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
- E. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.
- F. Procurement of Recovered Materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit

overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws.
- U. Faith-Based Organizations.** Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- V. National Environmental Policy Act.** Subrecipient must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipient to use all practicable means within its authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- W. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- X. Environmental Planning and Historic Preservation.** DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation review process. If ground disturbing activities occur during construction, sub-recipient will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify Oregon Office of Emergency Management, and DHS/FEMA.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers’ liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

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

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. INSURANCE REQUIREMENT REVIEW. Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Crook County
 - (ii) Sub-recipient's DUNS number: 055495964
 - (iii) Federal Award Identification Number (FAIN): EMW-2019-SS-00068-S01
 - (iv) Federal Award Date: September 1, 2019
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2019 to September 30, 2020
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$37,879
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$123,409
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$123,409
 - (ix) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Office of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: \$7,327,500
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 12%
2. Subrecipient's indirect cost rate: 0% *The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

Crook County Legal Counsel

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



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: June 28, 2021

RE: Improvement Agreement for Brasada Ranch, Phase 14
Our File No.: Planning # 73(30)

The developer of Brasada Ranch, FNF NV Brasada, LLC, has received approval from the Planning Commission for Phase 14 of the destination resort. They have proposed bonding for the required infrastructure. Attached is a copy of the County's typical improvement agreement, securing the party's obligations with regards to the bonds.

Please note that, at the time of writing this memo, we do not yet have the originals of the bonds. For that reason, the name and state of incorporation of the surety is left blank in the agreement. Brasada's engineering firm, Dowl, has informed us they expect to deliver those originals quite soon.

Under this agreement, Brasada would have until October 31 of this year (subject to the extension process described in paragraph 4) to complete the work. If that should happen, the bond's penal sum would be reduced by 90%, or the County would accept a replacement bond for 10% of the original penal sum, for a warranty period of 12 months. After that 12 month period, if no problems have arisen which may require the County to make a claim under the bond, the County would release it.

The penal sum proposed is \$650,005.44, which reflects Dowl's cost estimate plus the required 20% contingency.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court agenda, as a Consent Agenda item.

IMPROVEMENT AGREEMENT

Brasada Ranch Phase 14 Plat (Infrastructure for Final Completion of Home Sites)

This Improvement Agreement, hereinafter referred to as the "Agreement," relating to the construction and installation of Required Improvements (as defined herein) to be constructed on the Real Property (as defined herein) as required in the conditions of approval in Crook County file number 217-20-001217-PLNG is made and entered into this ____ day of _____, 20____, by and between Crook County, Oregon, a Political Subdivision of the State of Oregon, hereinafter referred to as "County", and FNF NV Brasada, LLC, hereinafter referred to as "Developer."

RECITALS

- A. WHEREAS, Developer is the subdivider of the Subdivision known as "Brasada Ranch Phase 14," (the "Subdivision") approved in Crook County file number 217-20-001217-PLNG; and
- B. WHEREAS, Phase 14 will be constructed as for-sale home sites. Brasada Ranch Phase 14 currently includes installed portions of installed water and sewer infrastructure; and
- C. WHEREAS, the Required Improvements under the Permits have not been completed; and
- D. WHEREAS, Developer intends to file and record a final plat (the "Final Plat") for the Subdivision prior to the completion of the Required Improvements; and
- E. WHEREAS, Crook County Code Section 18.116.040 provides that Developer may, in lieu of completing required improvements for a subdivision prior to filing the final plat, enter into an Agreement with County for the completion of Required Improvements and provide a good and sufficient form of security, consistent with Crook County Code Section 18.116.040 to provide for the completion of the required improvements; and
- F. WHEREAS, the Required Improvements include the following:
- Construction of remaining portion of water and sewer infrastructure.
 - Construction of private utilities and required services to each lot, i.e., power, gas, and communications.
 - Construction of roadways providing required access to each lot.
- G. WHEREAS, the parties desire to establish a definitive deadline for completion of the Required Improvements, Developer has agreed to provide financial security for its obligations to construct the Required Improvements in the form of a bond, and the parties desire to memorialize their understandings pursuant to the terms and conditions of this Agreement; and
- H. WHEREAS, the Required Improvements under this Agreement do not constitute a public improvement as the term is defined in ORS 279A.010(cc); and
- I. WHEREAS, Subdivision is exempt from the provisions of ORS 92.305 to 92.495 for the reason that County's Comprehensive Land Use Plan and implementing Ordinances are acknowledged under ORS 192.251; and

J. WHEREAS, Developer as principal and U.S. Specialty Insurance Co., a Corporation formed under the laws of the State of Texas as surety has bonded the completion of the Required Improvements.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

1. **Recitals:** The Recitals to this Agreement set forth above are incorporated herein as if fully set out, shall constitute contractual provisions and are not mere recitals.
2. **Exhibits:** The Exhibits set forth below and attached to this Agreement are hereby incorporated by reference and made a part of this Agreement:
 - Exhibit A - List of Required Improvements and cost estimates submitted by Developer, including contingency, in the total amount of \$650,005.44.
 - Exhibit B – Subdivision Bond.
 - Exhibit C – Real Property description.
 - Exhibit D – Phase 14 Tentative Plat Decision.
3. **Identification of Required Improvements:** Developer shall install and complete, or cause to be installed and completed, the improvements required by the Permits, as listed in Exhibit “A,” to the extent that the same remain to be completed (“Required Improvements”).
4. **Construction of Required Improvements.** The Required Improvements shall be installed and completed to County and State of Oregon specifications, as each may be applicable, not later than ninety (90) days from the date the Final Plat for the Subdivision is recorded with the County Clerk or by October 31, 2021, whichever should occur first (“Completion Date”). Developer shall obtain County and/or State of Oregon approval of the Required Improvements on or before the Completion Date, provided, however, that Developer will not be deemed to be in default hereunder for any delay of the County in reviewing and inspecting the Required Improvements. Developer shall also repair all existing and constructed facilities, within and without the Subdivision and Real Property, damaged during any such installation, on or before the Completion Date. The County shall issue written approval for up to three (3) one-year extensions of the Completion Date if the Developer meets the following conditions:
 - a) Developer shall obtain an independently verified and County approved revised cost estimate (the “Revised Estimate”) for completing the portion of the Required Improvements that remains to be completed; and
 - b) Developer shall obtain a Consent of Surety acknowledging that the Subdivision Bond remains valid and covers a minimum of one hundred twenty percent (120%) of the Revised Estimate.
 - c) Any extension of the Completion Date shall constitute a new Completion Date for the purposes of this Agreement.

5. **Warranty of Improvements.** Developer hereby warrants that the Required Improvements shall remain free from defects and materials or workmanship and that the Required Improvements will continue to meet County and/or State of Oregon standards for twelve (12) months following the Completion Date ("Warranty Period"). Upon completion and approval of any portion of the Required Improvements, Developer shall obtain a bond or other security in favor of, and reasonably acceptable to, the County in the amount of ten percent (10%) of the construction costs of such improvements to secure the warranty obligations under this Paragraph 5.

6. **License to Enter and Remain on Property.** Developer hereby grants County and County's employees, engineers, consultants, agents, contractors, subcontractors, and suppliers, license to come on to and remain on the Real Property as necessary to make inspections of the required improvements. If County determines that any portion of the Required Improvements has not been completed by the Completion Date, County or its employees, engineers, consultants, agents, contractors, subcontractors and suppliers may enter on to and remain on the Real Property and may cause the applicable portion of the Required Improvements to be installed and completed.

7. **Right to Draw on Security.** Upon failure of the Developer to complete the Required Improvements by the Completion Date, or within thirty (30) days prior to the expiration date (if any) of the then-current bond, County may but is not required to draw upon the Subdivision Bond for any and all costs and expenses anticipated to be incurred by County, as determined by County, in the completion of the Required Improvements. For the purposes of this Agreement and access to any security offered and accepted to secure Developer's performance, Developer's failure to complete the Required Improvements shall include failure to install or have installed any portion of the Required Improvements to County specifications, approved plans and applicable Building Specialty Codes and failure to complete any required inspections by the Completion Date.

8. **Ingress and Egress.** Prior to or contemporaneous with recording any instrument conveying any platted lot located on the Real Property, Developer shall provide legal rights of ingress and egress to the owner or purchaser of the platted lot.

9. **No County Guarantee.** County does not guarantee that any of the Required Improvements referred to in this Agreement will be constructed, maintained, or operated.

10. **License to Use Permits, Specifications, and Plans.** If County determines that any portion of the Required Improvements has not been satisfactorily completed as specified by the applicable Completion Date, Developer shall, upon request of the County, license to County all of Developer's applicable permits, plans, specifications, shop drawings, instruments, permits and approvals, and other documents necessary or useful in the completion of or related in any manner to the applicable Required Improvements. Upon such request, Developer shall deliver physical possession of such permits, plans, specifications, shop drawings, instruments, permits, approvals, and other documents to the County. County may assign the license referred to in this Paragraph for any purpose without further approval from Developer.

11. **No Third-Party Beneficiaries.** County and Developer are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons, unless such third persons are

individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

12. **Restoration of Monuments.** Developer shall restore any monument erected or used for the purpose of designing a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken, damaged, removed or destroyed, during the course of work provided for or anticipated by this Agreement, whether intentional or otherwise, by the Developer or Developer's agents, employees or independent contractors.

13. **Costs of Inspection.** Developer shall pay to County the actual costs incurred by County in the inspection of the completed Required Improvements, plus any fees, such as plan check fees and structural, electrical, plumbing and other specialty codes inspection fees normally associated with the review and inspection of any improvements on the Real Property.

14. **Security for Required Improvements.** The Developer's security shall consist of a bond, issued in favor of the County by U.S. Specialty Insurance ("Surety"), deposited with the County in the amount of **Six Hundred Fifty Thousand Five and 44/100 Dollars (\$650,005.44)**, with date of expiration of not less than twelve (12) months past the Completion Date established herein (the "Subdivision Bond"). The amount of the Subdivision Bond represents one hundred twenty percent (120%) of the estimated costs, as set forth in Exhibit A hereto, of completing the Required Improvements to County standards. As used herein, issuers of Surety Bonds individually or collectively may be referred to as "Surety." Surety shall have a Financial Strength Rating of no less than "A" (Excellent) in Financial Size Category IX by A.M. Best Company. If Surety's Financial Strength Rating falls below the minimum required by this Paragraph prior to completion of the Required Improvements, Developer shall provide a replacement bond issued by a Surety with the minimum Financial Strength Rating.

15. **Developer's Obligation for Costs.** Developer expressly acknowledges, understands, and agrees that this Agreement shall not relieve Developer from the obligation to complete and fully pay for the Required Improvements and other costs and fees set forth in this Agreement. Should Developer fail to perform its responsibilities under this Agreement in any manner, Developer agrees to compensate County for all costs, related to Developer's failure to perform its obligation to complete and warrant the Required Improvements and pay costs and fees.

16. **Release of Security or Obligation.** After the Required Improvements have been inspected and approved by the County Community Development or Road Departments, County shall release the Developer's security, provided Developer has procured the warranty security required pursuant to this Agreement. County may make partial releases of any security when appropriate. Upon written request of Developer, County may release any of Developer's obligations under the terms and conditions of this Agreement in writing upon completion and County inspection and approval of any portion of the Required Improvements.

17. **Recording Final Plat.** This Agreement is contingent upon the recording of the Final Plat for the Subdivision, which either party may cause to be recorded at its own expense.

18. **Shortfall In Security.** If the amount available to be drawn from Developer's security is less than the costs and expenses anticipated to be incurred, or actually incurred, by County, County may apply the proceeds of the security to the anticipated or actual costs and expenses and completion of the Required

Improvement and then hold Developer responsible and liable for the difference between the anticipated or actual costs and expenses of completion and the amount of the remaining security, if any.

19. **Incidental Costs.** Without limiting the generality of the foregoing, if upon County's written notice to Surety of Developer's failure to complete Required Improvements, and the proceeds of the Subdivision Bond are not remitted to County within ten (10) days of demand for funds by the County, or the Required Improvements are not installed within a reasonable time period determined by County after notice to the Surety, then County's costs of obtaining the proceeds of the Surety Bond and/or completing the Required Improvements and all incidental costs shall be added to the amount due County from the Surety. However, in no event shall the amount due from the Surety exceed the penal sum of the Subdivision Bond.

20. **Substandard Improvements.** Should the Required Improvements prove to be substandard or defective within the twelve (12) month Warranty Period described in this Agreement, County shall notify Developer and/or Surety of the warranty obligation in writing of such substandard or defective Required Improvements. Developer and/or the Surety shall then have sixty (60) days to complete repair or replacement of the Required Improvements; provided, however, in the event that such repair or replacement cannot reasonably be completed within sixty (60) days, then the same shall be extended by such period of time as is reasonably necessary so long as Developer and/or the Surety promptly commence and thereafter diligently prosecute such repair or replacement. Should Developer and/or the Surety fail to complete repair or replacement of the Required Improvements within the required time period, County may remedy the defects and demand payment for such from Developer and/or the Surety.

21. **Restriction on the Issuance of Building Permits.** Building Permits shall not be issued for any lot or parcel of the Subdivision until all required fire protection facilities, including water service to each lot sufficient for fire flows, have been constructed in compliance with the Permits and approved access roads have been completed to minimal Fire Code Standards.

22. **Final Plat Notation.** The existence of this Agreement shall be noted upon the Final Plat by reference to the Recording Book and Page Numbers.

23. **Successors In Interest.** The original of this Agreement shall be recorded with the Crook County Clerk and shall be a condition and covenant that shall run with the Real Property. It is the intent of the parties that the provisions of this Agreement shall be binding upon the parties to this Agreement, and their respective successors, heirs, executors, administrators, and assigns, and any other party deriving any right, title or interest in or to the Real Property, including any person who holds such interest as security for the payment of any obligation, including a mortgagee, or other secured party in actual possession of said Real Property by foreclosure or otherwise or any person taking title from such security holder. Upon completion of the Required Improvements, and the expiration of the Warranty Period, County, upon request by Developer or any person or persons owning a lot in Subdivision, shall release a lot from the condition and covenant subsisting under this Agreement.

24. **Residential Lot Purchasers.** Notwithstanding the terms of Paragraph 23, the terms of this Paragraph 24 shall apply to each residential lot (each, a "Lot") created from the Real Property or platted in a subdivision and sold or transferred to a third party (each such buyer or transferee and his or her

successors and assigns is a "Transferee"): (i) each such Lot(s) is conveyed free of any obligation to pay money or complete Required Improvements that may arise out of this Agreement; (ii) each Transferee is under no obligation or burden to complete the terms and conditions of this Agreement; (iii) the recordation of this Agreement is for the purpose of putting Transferee(s) on notice of the Agreement's terms and that the County has no obligation to construct the Required Improvements or any portion of the Required Improvements nor does the Agreement in anyway guarantee that any of the Required Improvements will be constructed; and (iv) the Agreement conveys no right or right of action by Transferee(s) against the County for any act or omission of the County, including but not limited to, the County decisions or acts which result in the Required Improvements, or any part of the Required Improvements, not being constructed.

25. **Binding Authorization.** By signature on this Agreement, each signatory, signing in a representative capacity certifies that the signor is authorized to sign the Agreement on behalf of and bind the signor's principal.

26. **Expiration.** Unless otherwise extended, this Agreement shall expire twelve (12) months after the Completion Date, or by the express written release of Developer by County from this Agreement granted as part of an approval for a change of use of the Real Property. Upon expiration, the parties agree to execute a document in recordable form, formally evidencing such expiration.

27. **Survival.** County's rights under this Agreement, including County's right to draw upon Developer's Security in whole or in part to pay the full costs and expenses of completing the Required Improvements and repairs or replacements required herein along with any licenses granted in this Agreement and any costs of enforcement of this Agreement, shall survive the expiration of this Agreement, to the extent Developer's obligations hereunder have not been satisfied in full before such expiration.

28. **No Agency.** It is agreed by and between the parties that Developer is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Developer completes performance under this Agreement, nor does County have a right to exercise any control over the activities of the Developer. Developer is not an officer, employee, or agent of County as those terms are used in ORS 30.265.

29. **No Joint Venture or Partnership.** County is not, by virtue of this Agreement, a partner or joint venturer with Developer in connection with the Subdivision or the Real Property and shall have no obligation with respect to Developer's debts or other liabilities of each and every nature.

30. **Liens.** Developer shall pay as due all claims for work done on and for services rendered or material furnished to the Real Property and shall keep the Real Property free from liens. If Developer fails to pay any such claims or to discharge any lien, County may do so and collect the cost from the Developer or Surety. Such action by County shall not constitute a waiver of any right or remedy that County may have on account of Developer's failure to complete the Required Improvements or failure to observe the terms of this Agreement.

31. **Indemnification.** Developer shall be responsible for any, and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of Developer under this Agreement and on the Real Property; and further agrees to defend, indemnify and save harmless County,

its officers, agents and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury.

32. **Limitation of Liability.** This Agreement is subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300.

33. **Attorney Fees and Costs.** In the event an action or suit or proceeding, including appeal there from, is brought by any party arising directly and/or indirectly out of the provisions of this Agreement or the interpretation thereof (including Developer's failure to complete the Required Improvements), each party will bear its own expenses for any such action, suit, proceeding or appeal.

34. **Waiver.** Waiver of the strict performance of any provision of this Agreement shall not constitute the waiver of any other provision of the Agreement. No waiver may be enforced against the County unless such waiver is in writing and signed by the County.

35. **Compliance with provisions, requirements of Federal and State laws, statutes, rules, regulations, executive orders, and policies. Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution. Any provisions herein, which would conflict with the law, are deemed inoperative to that extent. Additionally, Developer shall comply with any requirements, conditions, or limitations arising under any Federal or State law, statute, rule, regulation, executive order, and policy applicable to the Required Improvements. If this Agreement is in any manner construed to constitute the lending of the County's credit or constitute a debt of County in violation of Article XI, Section 10, of the Oregon Constitution, this Agreement shall be void.

36. **No Inducement.** No representations, statements, warranties have induced the making and execution of this Agreement, or Agreements other than those herein expressed.

37. **Governing Law.** 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 County and Developer that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Crook County for the State of Oregon; provided, however, if a Claim shall 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 Eugene, Oregon. DEVELOPER BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

38. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held void, invalid unenforceable.

39. **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. If this Agreement is signed in counterpart, each counterpart shall be recorded as provided herein for the recording of this Agreement and each counterpart shall be noted on the recorded plat map.

40. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing to Developer or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

a. Communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to County Counsel.

c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

To Developer:

FNF NV Brasada, LLC
c/o Brent McLean
16986 SW Brasada Ranch Road
Powell Butte, Oregon 97753

To County:

Crook County Counsel's Office
 300 NE Third St
 Prineville, OR 97754

41. **Time is of the Essence.** Time is of the essence of each and every provision of this Agreement.

42. **Captions.** The captions contained in this Agreement were inserted for the convenience of reference only. Captions do not, in any manner, define, limit, or describe the provisions of this Agreement or the intentions of the parties.

43. **Merger Clause.** This Agreement and the attached exhibits constitute the entire Agreement between the parties and supercedes any and all prior or contemporaneous negotiations and/or agreements among the parties, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. All understandings and agreements between the parties and representatives by either party concerning this Agreement are contained in this Agreement. This Agreement shall bind all parties and its terms may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by all parties. Except as otherwise expressly provided herein, any written waiver, consent, modification or change shall be effective only when in writing and signed by the parties in the specific instance and for the specific purpose given.

[Signature page follows]

Executed this ___ day of _____, 20__.

Crook County, a political subdivision of the State of Oregon

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

STATE OF OREGON, County of Crook) ss.

This instrument was acknowledged before me on this ___ day of _____ 20__, by Crook County Judge Seth Crawford, Crook County Commissioner Jerry Brummer, and Crook County Commissioner Brian Barney as the County Court of Crook County, Oregon.

Notary Public – State of Oregon

Executed this 27th day of June, 2021.

FNF NV Brasada, LLC

By: [Signature]
DUNCAN HOGARTH
Printed Name

Title: MANAGING DIRECTOR



This instrument was acknowledged before me on this 29th day of June 2021, by Duncan Hogarth as managing director of FNF NV Brasada, LLC

[Signature]
Notary Public – State of Oregon

EXHIBIT A

16



**LATHAM
EXCAVATION**
www.lathamexcavation.com

“Serving Central Oregon’s Commercial
& Residential Needs Since 1988.”

CCB# 57857

84 SE 5th St. #100
Bend, Oregon 97702

541-382-8267 Fax 541-382-4367

Description	Qty	Unit	Unit Price	Total Price
Common Utility Trench	2,651	Linear Foot	\$27.30	\$72,372.30
Sewer Package Lift Station	1	Lump Sum	\$93,590.00	\$93,590.00
Aggregate Base, 8-Inch Depth	10,163	Square Yard	\$9.36	\$95,125.68
Aggregate Shoulders	1,808	Square Yard	\$14.54	\$26,288.32
Level 2, 1/2" Dense MHMAC, PG 64-28, 3-Inch Depth	3,584	Square Yard	\$12.90	\$46,233.60
Level 2, 1/2" Dense MHMAC, PG 64-28, 2-Inch Depth	6,453	Square Yard	\$8.70	\$56,141.10
4-Inch Gas Main	2,651	Linear Foot	\$8.00	\$21,208.00
Electrical Vault	7	Each	\$2,960.00	\$20,720.00
Telecom Vault	4	Each	\$2,960.00	\$11,840.00
1-Inch Water Service	17	Each	\$1,980.00	\$33,660.00
8-Inch Potable Water Pipe, Incl Fittings/Appurtenances	880	Linear Foot	\$62.59	\$55,079.20
8-Inch Gate Valve	1	Each	\$1,687.00	\$1,687.00
Hydrant Assemblies	1	Each	\$4,880.00	\$4,880.00
Water Sampling Station	1	Each	\$2,846.00	\$2,846.00

Sub-Total	\$541,671.20
Contingency (20%)	\$108,334.24
Total	\$650,005.44

Bond No. 1000891964

SUBDIVISION/SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, FNF NV BRASADA, LLC
 as Principal, and U.S. SPECIALTY INSURANCE COMPANY, of Houston, TX, as Surety, are held
 and firmly bound unto the
CROOK COUNTY
 as Obligee, in the sum of Six Hundred Fifty Thousand Five and 44/100
 (\$ 650,005.44) Dollars for the payment of which, well and truly to be made, we
 jointly and severally bind ourselves, our executors, administrators, successors, and assigns, firmly by these
 presents.

WHEREAS, the Principal has agreed to perform the various improvements as detailed by either the
 plan(s)/specification(s)/agreement, prepared by

_____ ,
 to the subdivision known as
Brasada Ranch Phase 14 Plat - Crook County file number 217-20-001217-PLNG

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal
 shall perform and complete said improvements to said development in accordance with either the
 plan (s)/specification(s)/agreement, then this obligation shall be void, otherwise to be and remain in
 full force and effect.

THIS BOND WILL TERMINATE upon written acceptance of the improvements by the Obligee to the
 Principal and/or Surety.

Sealed with our seals and dated this 23rd day of June, 2021.

FNF NV BRASADA, LLC
 16986 SW Brasada Ranch Road, Powell Butte, OR, 97753

By: [Signature]

 Principal

U.S. SPECIALTY INSURANCE COMPANY
 13403 Northwest Freeway, Houston, TX, 77040-6094

By: [Signature]

 Tom Branigan , Attorney-in-fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On JUN 23 2021 before me, Ethan Spector, Notary Public, personally appeared Tom Branigan who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public



TOKIOMARINE
HCC

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint

Tracy Catharine Aston, Tom Branigan, Lisa K. Crail, Rosa Rivas, Nathan Varnold, Marina B. Tapia, Donna M. Garcia, KeAna D. Wapato or April Martinez of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars (**75,000,000.00**). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of JUN 23 2021.

Corporate Seals
Bond No. 1000891964
Agency No. 16408



Kio Lo, Assistant Secretary



EXHIBIT C
Legal Description

A TRACT OF LAND BEING A PORTION OF PARCEL 2 OF PARTITION PLAT 1996-62; AND PORTIONS OF PARCEL 1 AND PARCEL 2 OF PARTITION PLAT 1996-63, RECORDS OF CROOK COUNTY, OREGON; LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 27 AND THE WEST ONE-HALF (W1/2) OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON; SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE "INITIAL POINT", WHICH BEARS NORTH 35°21'23" EAST 1395.56 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE ALONG THE ARC OF A 775.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33° 44' 13", AN ARC LENGTH OF 456.33 FEET (THE CHORD OF WHICH BEARS SOUTH 67° 21' 04" WEST A DISTANCE OF 449.77 FEET) TO A POINT OF TANGENCY;

THENCE SOUTH 50° 28' 57" WEST, 94.19 FEET;

THENCE SOUTH 19° 45' 18" EAST, 311.91 FEET;

THENCE SOUTH 59° 43' 02" WEST, 986.95 FEET;

THENCE SOUTH 84° 20' 37" WEST, 304.86 FEET;

THENCE NORTH 22° 24' 01" WEST, 299.01 FEET;

THENCE NORTH 23° 17' 23" EAST, 310.89 FEET;

THENCE NORTH 01° 16' 15" WEST, 674.65 FEET TO THE SOUTHWEST CORNER OF LOT 706 OF THE PLAT "BRASADA RANCH 13", RECORDED JUNE 24, 2019 AT INSTRUMENT NO. MF 2019-293872, RECORDS OF CROOK COUNTY;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PLAT "BRASADA RANCH 13" THE FOLLOWING SEVEN (7) COURSES:

SOUTH 89° 10' 11" EAST, 159.55 FEET;

THENCE NORTH 76° 21' 14" EAST, 187.81 FEET;

THENCE NORTH 31° 23' 43" EAST, 380.29 FEET;

THENCE NORTH 43° 28' 43" EAST, 301.66 FEET;

THENCE NORTH 52° 32' 15" EAST, 300.42 FEET;

THENCE NORTH 49° 24' 36" EAST, 197.14 FEET;

THENCE NORTH 34° 57' 26" EAST, 588.87 FEET TO THE MOST EASTERLY CORNER OF LOT 694 OF SAID PLAT "BRASADA RANCH 13";

THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID PLAT "BRASADA RANCH 13", SOUTH 53° 10' 02" EAST, 534.69 FEET;

THENCE SOUTH 08° 17' 34" EAST, 179.08 FEET;

THENCE SOUTH 15° 54' 07" WEST, 302.17 FEET;

THENCE SOUTH 11° 03' 39" WEST, 314.44 FEET;

THENCE SOUTH 35° 19' 36" WEST, 162.61 FEET;

THENCE NORTH 62° 42' 14" WEST, 140.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A 605.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11° 34' 00", AN ARC LENGTH OF 122.14 FEET (THE CHORD OF WHICH BEARS SOUTH 31° 35' 35" WEST A DISTANCE OF 121.93 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 50° 33' 47", AN ARC LENGTH OF 242.68 FEET (THE CHORD OF WHICH BEARS SOUTH 12° 05' 42" WEST A DISTANCE OF 234.89 FEET) TO A POINT OF TANGENCY;

THENCE SOUTH 13° 11' 12" EAST, 25.38 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A 825.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05° 40' 14", AN ARC LENGTH OF 81.65 FEET (THE CHORD OF WHICH BEARS NORTH 81° 23' 03" EAST A DISTANCE OF 81.62 FEET) TO A POINT OF NON-TANGENCY;

THENCE SOUTH 05° 46' 50" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

HEREIN DESCRIPTION CONTAINS 57.13 ACRES, MORE OR LESS

BASIS OF BEARINGS IS NORTH 00° 08' 08" EAST BETWEEN THE SOUTHWEST CORNER OF SECTION 26 AND THE WEST ONE-QUARTER CORNER OF SECTION 26 AS SHOWN ON SAID PLAT OF BRASADA RANCH 13.



Crook County
Community Development Department
300 NE 3rd Street, Prineville, OR 97754
(541)447-3211
plan@co.crook.or.us

CROOK COUNTY
BEFORE THE PLANNING COMMISSION

Final Decision – Brasada Ranch Phase 14 Tentative Plan

**IN THE MATTER OF AN APPLICATION
FOR A TENTATIVE PLAN APPROVAL**

APPLICATION
217-20-1217-PLNG
(Original File Number: C-CU-DES-001-03)

OWNER/APPLICANT: FNF NV Brasada, LLC
c/o Brent McLean
16986 SW Brasada Ranch Road
Powell Butte, Oregon 97753

AGENT: Adam Conway
DOWL
963 SW Simpson Ave., Suite 200
Bend, Oregon 97702

LEGAL DESCRIPTION: Portion of T16 S, R14 E WM, Section 26, tax lot 2801
Portion of T16 S, R14 E WM, Section 26, tax lot 2805
Portion of T16 S, R14 E WM, Section 26, tax lot 2803

NOTICE: January 5, 2021

NEWSPAPER NOTICE: January 4, 2021

**PLANNING COMMISSION
MEETING DATE:** January 27, 2021

REQUEST: Brasada Ranch Development LLC (the Applicant) requested approval from Crook County for the fourteenth phase of development of the Brasada Ranch destination resort. Phase 14 is the tenth single family residential phase and includes 51 lots (29 standard lots and 22 smaller lots) (See Attachment A).

THE ABOVE ENTITLED MATTER came before the Crook County Planning Commission for a public hearing on January 27, 2021. After consideration of the staff report, application

PROPERTY CHARACTERISTICS: The total resort area is approximately 1800 acres and includes a mix of single-family homes and overnight lodging units. The resort includes a golf course, restaurants and other recreational amenities. Phase 14 includes approximately 34.63 acres including 29.89 acres of developed land for residential lots. The remaining acreage includes road right of way. Phase 14 will be accessed from an extension of Spirit Rock Drive.

ZONING: The property is zoned EFU-3 (Exclusive Farm Use, Powell Butte Area) with a destination resort overlay zone (Crook County Code 18.116).

APPLICABLE CRITERIA: The criteria used in reviewing the request for Phase 14 are found in Crook County Code 18.116 (Destination Resort Overlay Zone) and in Crook County Code 17.16 (Tentative Plans). Criteria are in standard font. Responses are in *bold italics*.

Crook County Code 18.116 – Destination Resort Overlay

18.116.040 – Standards

The original approval of the tentative plan and final development plan for the Brasada Ranch destination resort addressed all the standards in 18.116.040 (see C-CU-DES-001-03). Many of the standards in 18.116.040 apply to the overall development. Only those standards that apply directly to the proposed Phase 14 are discussed below.

- (1) Development shall be located on a tract that contains at least 160 acres.
- (2) Development shall not be located on high value farmland.

The entire acreage of Brasada Ranch is approximately 1800 acres. No resort development will be located on high value farmland.

(3) Developments shall include meeting rooms, restaurants with seating for at least 100 persons, and a minimum of 150 separate rentable units for overnight lodging, oriented toward the needs of visitors rather than area residents. However, the rentable units may be phased in as follows:

(a) A total of 150 units of overnight lodging shall be provided as follows:

- (i) At least 75 units of overnight lodging, not including any individually owned homes, lots or units, shall be constructed or guaranteed prior to the closure of sale of individual lots or units through an agreement and security provided to the county in accordance with CCC 17.40.080 and 17.40.090.
- (ii) The remainder shall be provided as individually owned lots or units subject to deed restrictions that limit their use to overnight lodging units. The deed restrictions may be rescinded when the resort has constructed 150 units of permanent overnight lodging as required by this subsection.

According to the Applicant, there are a total of 243 overnight lodging units in Brasada Ranch. These overnight units are within Phases 2 and 5.

(b) The number of units approved for residential sale shall not be more than two units for each unit of permanent overnight lodging provided under subsection (3)(a)(i) of this section; provided, however, after an applicant has constructed its first 150 permanent overnight lodging units, the county may approve a final development plan modification to increase the ratio of units approved for residential sale to units of permanent overnight lodging from two to one to two and one-half to one.

Brasada Ranch has constructed the required 150 permanent overnight lodging units. Since the original approval of the development plan, the Crook County Code and Comprehensive Plan were amended to allow an increase in the maximum ratio of permanent housing to overnight lodging units from 2:1 to 2.5:1 (AM-11-0028). The 2011 action included a Master Plan amendment (C-CU-DES-001-03) to implement the changed ratio for Brasada Ranch.

The Applicant states that Brasada Ranch currently has 243 overnight lodging units, including eight guestrooms in The Ranch House and 91 two, three, and four-bedroom lock-off cabins. There are additional lots platted and designated for overnight units in phases 2, 5 and 7. The 243-overnight units allow for 608 single family residential lots (243 * 2.5 = 608). To date, the Applicant has gained final plat approval for 575 housing lots in Phases 1,3,4, 6, 8,9,10, 11 and 13.¹ Eighteen (18) of the housing lots have been consolidated for a net total of 557 residential lots.² Considering this, the Applicant suggests that 51 additional housing lots may be platted and improved (608 – 575 = 51.)

The proposed 51 additional lots will maintain the 2.5 to 1 ratio of dwellings to overnight units (51 + 557 = 608) . The proposed total of 608 dwelling units is at the cap of 608 units, given the current count of overnight lodging units.

(c) The development approval shall provide for the construction of other required overnight lodging units within five years of the initial lot sales.

The Applicant has met this requirement.

(4) Prior to closure of sale of individual lots or units, all required developed recreational facilities, key facilities intended to serve the entire development, and visitor-oriented accommodations shall be either fully constructed or guaranteed by providing an agreement and security in accordance with CCC 17.40.080 and 17.40.090.

¹ Phase 12 is a non-residential six-lot plat.

² Lot consolidations occur when property owners acquire two adjacent lots and combine them into one residential lot. This lot consolidation results in only one buildable lot for a single-family dwelling.

(5) At least \$7,000,000 shall be spent on improvements for on-site developed recreational facilities and visitor-oriented accommodations exclusive of costs for land, sewer and water facilities, and roads.

The obligation to construct all developed recreational facilities has been met. The resort developers have completed an 18-hole golf course, which meets the requirement for recreational facility investment. The Sports Center, equestrian facilities and general recreational facilities have been constructed. Visitor facilities including restaurants and meeting rooms have been completed. The Resort has met required improvements in (5).

(6) Commercial uses

There are no new proposed commercial uses requested for Phase 14.

(7) At least 50 percent of the site shall be dedicated to permanent open space, excluding yards, streets and passing areas.

The Applicant acknowledges the obligation to assure 50% open space for the overall Brasada Ranch destination resort. Table 1 summarizes the platted lands within Brasada Resort and identifies the acreage designated as open space.

Table 1

Phase	Plat Area	Designated Open Space	Notes
Phase 1	255.4 acres	93.2 acres	Golf lot 1; lots A-G
Phase 2	51.9 acres	19.1 acres*	Golf Lot 1, tract Z
Phase 3	165 acres	95.4 acres	Golf lot 1, lots A-C
Phase 4	201.9 acres	100.1 acres	Lots A-D
Phase 5	13.7 acres	See below**	
Phase 6	44.0 acres	13.6 acres	Lot K
Phase 7	6.0 acres	See below***	
Phase 8	29.3 acres	13.5 acres	Lots M and N
Phase 9	32.3 acres	8.4 acres	Lots Q-S
Phase 10	62.8 acres	44.4 acres	Lot T
Phase 11	34.9 acres	0.0 acres	
Phase 12	78.0 acres	74.3 acres	Golf Lot 12-1; Lots U and V
Phase 13	22.7 acres	0.9	Lot W
Total – currently platted	997.9 acres	462.9 acres	46.4% open space

**Lots A and B include open space as trails, native vegetation and lawn areas that are not included in this calculation*

*** Lots H and J include open space as trails, native vegetation and lawn areas that are not included in this calculation*

****Lot K includes open space as trails, native vegetation, and lawn areas, not included in this calculation.*

Phase 14 would add an additional 34.63 acres with approximately 29.89 acres for residential development. The total resort boundary is approximately 1,800 acres. Recent calculations

identify almost half the lands within the resort boundary as unplatted, either as vacant land or golf course open space. Lands southeast of all current development and the proposed Brasada Ranch Phase 14 land have been preliminarily reviewed and laid out with future lots. The area consists of approximately 280 acres. The future lot and road layout are expected to occupy approximately 110 acres leaving approximately 60% of this new area as open space. Other areas of the golf and equestrian center represent the remaining areas of the resort.

The Applicant states that the total open space calculation is progressing per the master plan and the requirement for 50% open space will not be compromised. The lots within the proposed tentative plan for Phase 14 were anticipated at the time of the master plan. With approximately 45% of the 1800 resort acres not platted, and approximately 46% of platted areas designated as open space in current plats, the project is not in jeopardy of not complying with this requirement.

(8) (Goal 5 resources) and (9) (riparian areas) are not affected by the proposed Phase 14 development.

(10) Dimensional standards were established during the final development plan process.

(11) Except where more restrictive minimum setbacks are called for, the minimum setback from exterior property lines, excluding public or private roadways through the resort, for all development (including structures and site-obscuring fences of over three feet in height but excepting existing buildings and uses) shall be as follows:

- (a) Two hundred fifty feet for commercial development listed in CCC 18.116.070, including all associated parking areas;
- (b) One hundred feet for visitor-oriented accommodations other than single-family residences, including all associated parking areas;
- (c) Twenty-five feet for above-grade development other than that listed in subsections (11)(a) and (b) of this section;
- (d) Twenty-five feet for internal roads;
- (e) Twenty-five feet for golf courses and playing fields;
- (f) Twenty-five feet for jogging trails, nature trails and bike paths where they abut private developed lots, and no setback where they abut public roads and public lands;
- (g) The setbacks of this section shall not apply to entry roadways, landscaping, utilities, and signs.

According to the Applicant, the minimum setbacks for structures and internal roads will be met. Lots are set back a minimum of fifty (50) feet from the exterior property boundary. This exceeds the requirement for a setback of twenty-five (25) feet for above grade residential development.

(12) Alterations and nonresidential uses within the 100-year flood plain and alterations and all uses on slopes exceeding 25 percent are allowed only if the applicant submits and the planning commission approves a geotechnical report that demonstrates adequate soil stability and implements mitigation measures designed to mitigate adverse environmental effects.

There are no mapped flood hazard areas in Phase 14.

In addition to the criteria in 18.116.040 (standards), the following criteria were included in past tentative plan reviews.

The applicant shall provide a detailed depiction of the final location, surfacing, and size of all trails within a phase prior to preliminary plat approval for each phase of resort development. ***Although there is an extensive network of trails within the resort, no new trails are identified within the boundaries of proposed Phase 14.***

Site drainage plans shall be designed consistent with the drainage analysis prepared by W&H Pacific (Exhibit T to the Development Plan application) or as amended in consultation with the Crook County planning and or Road Department.

According to the Applicant, site drainage design has been analyzed and reviewed as part of preliminary plans and a detailed design will be provided with final construction drawings. Site drainage generally includes preservation of natural drainage ways, minimal concentration of stormwater, and stormwater disposal through surface infiltration whenever possible. The Applicants states that they believe these design recommendations are appropriate for the proposed development. The layout of the proposed housing lots has been designed to accommodate natural drainage ways.

CCC 18.116.060 Permitted Uses

The use of Phase 14 for single family residential dwellings is allowed by CCC 18.116.060(3).

18.116.080 Application procedures and contents.

The Applicant's agent consulted with Community Development staff prior to submitting the application. The proposed plan includes the elements required by 18.116.080(3) including the acreage, the proposed lots, the location of proposed development, the site characteristics, access, and open space. The proposed development will be served by the resort's existing wastewater treatment system and by Avion Water as described in the Final Development Plan. The Final Development Plan included a solid waste management plan, an open space plan, and a traffic study. Phase 14 is consistent with the Resort's adopted plans.

18.116.100 Approval criteria.

The planning commission or county court shall approve a development plan for a destination resort if it determines that all of the criteria in 18.116.100 are met.

Phase 14 is consistent with the final development plan for the Brasada Ranch Resort, approved by the Planning Commission in 2004. Phase 14 is on property included in the 1800-

acre destination resort overlay. The proposed residential uses are allowed as permitted uses in 18.116.060(3). When the destination resort overlay was applied to the subject property, the County found that the development would be reasonably compatible with surrounding land uses and would not cause a significant change in farm or forest practices on surrounding lands or significantly increase the cost of accepted farm or forest practices. The Brasada Ranch Final Development Plan addressed potential impacts to fish and wildlife.

(a) The traffic study required by CCC 18.116.080(3)(g) illustrates that the proposed development will not significantly affect a transportation facility. A resort development will significantly affect a transportation facility for purposes of this approval criterion if it would, at any point within a 20-year planning period:

(i) Change the functional classification of the transportation facility;

(ii) Result in levels of travel or access which are inconsistent with the functional classification of the transportation facility; or

(iii) Reduce the performance standards of the transportation facility below the minimum acceptable level identified in the applicable transportation system plan (TSP).

(b) If the traffic study required by CCC 18.116.080(3)(g) illustrates that the proposed development will significantly affect a transportation facility, the applicant for the destination resort shall assure that the development will be consistent with the identified function, capacity, and level of service of the facility.

(c) Where the option of providing transportation facilities is chosen in accordance with subsection (6)(b)(ii) of this section, the applicant shall be required to provide the transportation facilities to the full standards of the affected authority as a condition of approval. Timing of such improvements shall be based upon the timing of the impacts created by the development, as determined by the traffic study or the recommendations of the affected road authority.

The original approval of the Brasada Resort Final Development Plan included a full traffic assessment. As a result, the developer was required to bond for improvements on Alfalfa Road from the Equine Center north to the Powell Butte Highway. (Improvement Agreement signed December 4, 2013). The required improvements have been made.

(7) The water and sewer facilities master plan required by CCC 18.116.080(3)(b) illustrates that proposed water and sewer facilities can reasonably serve the destination resort.

Water for domestic and fire use will be provided to residences in Phase 14 under an existing contract between the Applicant and Avion Water. The resort is served by a water pollution control facility permitted by the Oregon Department of Environmental Quality (permit #102716).

(8) The development complies with other applicable standards of the County zoning code.

17.16 Tentative Plan

The Applicant must also demonstrate that they meet the procedural and technical requirements for a tentative plan (Crook County Code Chapter 17.16).

17.16.010 Application Submission

The Applicant has complied with the Tentative plan application requirements, including by referencing supplemental materials describing the proposed Phase 14 development and by providing adequate detail to allow Crook County review and analysis. Many of the references are compiled in the Phase 1 Tentative Plan notebooks, submitted and approved in 2004.

17.16.020 Required findings for approval.

The commission shall not approve an outline development plan or a tentative plan for a proposed subdivision unless the commission finds, in addition to other requirements and standards set forth in this title, that the subdivision as proposed or modified will satisfy the intent of this title relating to subdivision development, the intent and requirements of the applicable zoning regulations, will be in compliance with the comprehensive plan, and the standards set forth in this chapter; such findings shall include the following:

- (1) The subdivision is an effective, efficient and unified treatment of the development possibilities on the project site while remaining consistent with the comprehensive plan relative to orderly development and land use patterns in the area, and provides for the preservation of natural features and resources such as streams, lakes, natural vegetation, special terrain features, agricultural and forestlands, and other natural resources.

According to the Applicant, the Brasada development is an efficient and unified treatment that remains consistent with the comprehensive plan's policy regarding orderly development. The Applicant has retained the planning and engineering expertise of DOWL and other consultants to help ensure that the resort continues to meet these requirements.

The Applicant states that the proposed Brasada Ranch development has incorporated home sites and recreational facilities into the natural terrain. The Applicant states that the golf course follows natural canyons, a trail system weaves through home sites on both the north and south side of Alfalfa Road, and home sites in Phase 14 will offer spectacular views of the Cascade Mountains. All future homesites and residential units are near open space. The overall design for Brasada Ranch is effective, efficient, and unified in its correlation with natural terrain.

Agricultural operations will continue on the Brasada Ranch property. Grazing and other operations will continue to support the resort's equestrian facilities. The proposed development is not expected to interfere with agricultural activities on adjacent properties.

Development at Brasada Ranch will be served by standard utilities and a network of roads and existing trails. Infrastructure will be extended along the proposed extension of Spirit Rock Drive and the proposed new cul-de-sac road in the phase 14 development.

Fifty percent of the gross acreage of Brasada Ranch will be preserved as open space, golf course and other open space uses. No natural streams, lakes or water sources exist on the subject property. (Water and irrigation features do exist on the golf course and within other resort areas).

Special terrain features and natural vegetation have been preserved and will continue to be evaluated and protected where practical in the establishment of lot lines. Home construction will accommodate natural features on individual lots where appropriate.

In summary, the Applicant states that the proposed Phase 14 is effective, efficient and contributes to the orderly development of the property and provides for the preservation of natural features and special terrain.

- (2) The subdivision will be compatible with the area surrounding the project site and will not create an excessive demand on public facilities and services required to serve the development.

The Resort's Final Development Plan approval addressed compatibility with the surrounding area. Crook County made findings and determined that destination resort development at Brasada Ranch was compatible with the surrounding area, subject to conditions of approval designed to minimize any potential impacts. As the development of the resort has progressed, the Applicant has demonstrated compliance with each of the original 33 approval conditions, ensuring compatibility with the area surrounding the project site.

The destination resort will not create an excessive demand on public facilities and services. The Final Development Plan and subsequent Tentative Plan and Site Plan approvals have addressed domestic water supplies, sewage disposal and transportation facilities. The Applicant has demonstrated that they have existing treatment capacity at the resort's wastewater treatment plant to accommodate additional residential development. The

contract with Avion provides water for domestic and fire use. Infrastructure (water and sewer) will be extended from Spirit Rock Drive in this Phase of the development. The Applicant has mitigated off-site transportation impacts as documented in agreements with Crook County and the Oregon Department of Transportation (ODOT). The Applicant completed the overlay of Alfalfa Road from the resort entrance to the intersection with the Powell Butte Highway and completed installation of the Resort's Sewage Treatment plant.

- (3) Proof that financing is available to the applicant sufficient to assure completion of the subdivision as proposed or required.

The Applicant states that they have a track record of successful development in Central Oregon and that they have continued investment in Brasada Ranch since acquiring the property. They state that they have the capability and experience to complete the proposed development of Phase 14.

- (4) That there will not be any adverse impacts on neighboring properties, natural resource quality, area livability, and public services and facilities.

Crook County's approval of the Final Development Plan (C-CU-DES-01-03) found that the proposed resort development would not have adverse impacts on neighboring properties, natural resource quality, area livability, or public services and facilities. Proposed Phase 14 of the development is consistent with the County's approved final development plan.

Improvements for the 51 lots will be provided through continuation of Spirit Rock Drive and extension of utilities. The infrastructure will be developed prior to recording the final plat. The tentative plan identifies preliminary utility layouts. Final construction plans will be reviewed and approved by the Avion Water and Crook County Fire and Rescue. Housing types are reviewed by the Brasada Ranch Architectural Review team at the time of proposed building permits. Crook County is asked to review road designs, although the roads within the proposed development are all private.

17.16.030 Outline Development Plan

If an outline development plan is prepared and submitted with the application for a subdivision, it shall include both maps and written statements as set forth in this section. The information shall deal with enough of the area surrounding the proposed subdivision to demonstrate the relationship of the subdivision to adjoining land uses, both existing and allowable under applicable zoning.

- (1) The map(s) which are part of the outline development plan may be in general schematic form, but shall be to scale, and shall contain the following information:

- (a) The existing topographic character of the land.

- (b) Existing and proposed land uses and the approximate location of buildings and other structures on the project site and adjoining lands.
- (c) The character and approximate density of the proposed subdivision.
- (d) The approximate location of streets and roads within and adjacent to the subdivision.
- (e) Public uses including schools, parks, playgrounds, and other public open spaces or facilities.
- (f) Common open spaces and facilities and a description of the proposed use of these spaces or facilities.
- (g) Landscaping, irrigation, and drainage plans.

The maps submitted with the applications address the criteria listed above. The phase consists of single-family dwelling lots. There are no public uses proposed in this area. Drainage plans will be included in the road and utility construction documents for those elements within the right-of-way.

(2) Written statements which are part of the outline development plan shall contain the following information:

- (a) An explanation of the character of the subdivision and the manner in which it has been planned and will be designed to be in compliance with the comprehensive plan, zoning, and this title.
- (b) A statement and description of all proposed on-site and off-site improvements proposed.
- (c) A statement of the proposed financing for completion of the subdivision as proposed.
- (d) A statement of the present ownership of all the land included within the subdivision.
- (e) A general schedule of development and improvements.
- (f) A statement setting forth expected types of housing and other uses to be accommodated, traffic generation, population, and sectors thereof to be served, and any other information relative to demands on public services and facilities and public needs.
- (g) A statement relative to compatibility with adjoining and area land uses, present and future.

The Applicant's burden of proof statement outlines the character of the subdivision and the manner in which it has been planned. Brasada Ranch Phase 14 is proposed as a continuation of Brasada Ranch Phases 1-13. Infrastructure improvements will be a continuation of roads and utilities adjacent to each end of the project (e.g., a continuation of Spirit Drive). The Applicant states that no financing will be required to complete Phase 14 and infrastructure will be provided prior to the final plat being recorded. All land within proposed Phase 14 is owned by Brasada Ranch Development LLC. The Applicant anticipates that Phase 14 infrastructure will be constructed in the Winter/Spring of 2021. The tentative plans identify preliminary utility layouts, but final construction plans will be reviewed and approved by the Avion Water Co., Southwest Water Company, Oregon Health Authority, and Crook County Fire and Rescue. Roads within the subdivision are private but Crook County will review road design prior to construction. The Brasada Ranch Architectural Review Committee reviews each proposed home prior to the developer applying for site plan review and building permits.

(3) Planning commission review of an outline development plan is intended only as a review relative to applicable zoning provisions and therefore is intended more as a service to the

developer than as a commitment of approval. Pursuant thereto, planning commission approval or general acceptance of an outline development plan for a subdivision shall constitute only a provisional and conceptual approval or acceptance of the proposed subdivision

17.16.040 Tentative plan required

The Applicant has provided Tentative plan drawings, a burden of proof statement and incorporates, by reference, the previously approved Development Plan, and the Final Development Plan in providing the information required for a tentative plan submittal. The tentative plan complies with the scale requirements of 17.16.050.

17.16.060 Informational requirements.

The following information shall be shown on the tentative subdivision plan or provided in accompanying materials. No tentative plan submittal shall be considered "complete" unless all such information is provided:

(1) General Information Required.

The Applicant has met all the informational requirements in 17.16.060 including providing the required contact information, the location of proposed lots and other basic information about the development.

(2) Information Concerning Existing Conditions.

The tentative plan provided by the Applicant includes the location, names and widths of streets and roads, relationship of Phase 14 to other Phases of the Brasada Resort development, location of structures and other features, location of easements, sewer and water lines, and location of contour lines.

(3) Information Concerning Proposed Subdivision.

(a) Location, names, width, typical improvements cross-sections, approximate grades, curve radii and lengths of all proposed streets, and the relationship to all existing and projected streets.

(b) Location, width and purpose of all proposed easements or rights-of-way and relationship to all existing easements and rights-of-way.

(c) Location of at least one temporary benchmark within the proposed subdivision boundary.

(d) Location, approximate area and dimensions of each lot, and proposed lot and block numbers.

(e) Location, approximate area and dimensions of any lot, or area proposed for public use, the use proposed, and plans for improvements or development thereof.

(f) Proposed use, location, approximate area and dimensions of any lot which is intended for nonresidential use.

(g) An outline of the area proposed for partial recording is contemplated or proposed.

(h) Source, method, and preliminary plans for domestic and other water supplies, sewage disposal, solid waste disposal, and all utilities.

(i) Description and location of any proposed community facility.

(j) Storm water and other drainage facility plans.

(k) Legal access to proposed subdivision.

The tentative plan includes location names, width, typical cross sections for improvements including utilities and roads. The plan includes the location, width, and purpose of proposed easements. It also includes the location, dimension, and lot number for each proposed lot.

17.16.080 Supplemental information required.

The following information shall be submitted with the tentative plan for subdivision. If such information cannot be shown practically on the tentative plan of a proposed subdivision, it shall be submitted in separate documents accompanying the plan at the time of filing.

- (1) Proposed deed restrictions or protective covenants, if such are proposed to be utilized for the proposed subdivision.

According to the Applicant, the same CC&Rs that apply to the original residential phases of the Brasada Ranch development will apply to Phase 14. The Applicant notes that the current CC&Rs are subject to refinement and finalization as the resort's development proceeds.

- (2) Two copies of a letter from a water purveyor providing a water supply system serving domestic water or a letter from a licensed well driller or registered engineer.

The water supply for Brasada Ranch was addressed in approval of the Final Development Plan for the resort. Previous applications incorporated the March 2003 Water Supply System Master Plan, prepared by WH Pacific, Inc. (Phase 1 Tentative Plan). The Master Plan described domestic water consumption, fire protection, irrigation requirements, source facility need, storage sizing and design criteria for the water distribution system.

The Final Development Plan application included the Avion Water Company, Inc. agreement and the associated Public Utility Commission approval for the contract with FNF NW BRASADA LLC. Avion Water continues to provide water for fire and domestic uses in all Phases of the Brasada Ranch resort development. In addition, the Oregon Water Resources Department has authorized a water right transfer to permit the use of COID (Central Oregon Irrigation District) agricultural water rights to irrigate the golf course. The Applicant has confirmed that an adequate water supply is available for both domestic and fire uses.

- (3) Statement from each serving utility company proposed to serve the proposed subdivision stating that each such company is able and willing to serve the proposed subdivision as set forth in the tentative plan, and the conditions and estimated costs of such service shall be set forth.

According to the Applicant, letters from Central Electric Coop and Brasada Ranch Utility LLC demonstrate commitments to provide power, telephone, and cable service. These were included as Exhibit T in the Phase 1 Tentative Plan application. These utilities continue to serve all phases of the development. Since Phase 1, Cascade Natural gas has extended lines to Brasada Ranch and now provides natural gas to the development.

- 4) Proposed fire protection system for the proposed subdivision and written approval thereof by the appropriate serving fire protection agency.

The Water Supply Master Plan and associated Avion Water Company Water Service Agreement describe and assure adequate water for fire protection for the proposed Phase 14

residential development. The subject property is located within the Crook County Rural Fire Protection District and the Fire District will be asked to review design plans for Phase 14.

(5) Title or subdivision guarantee report from a licensed title company stating the record owner(s) of the land proposed to be subdivided and setting forth all encumbrances relative to the subject property.

The Applicant attached a current Western Title subdivision guarantee Status of Record Title, dated December 13, 2020.

(6) Reasons and justifications for any variances requested to the provisions of this title or any other applicable ordinance or regulation.

No variances are requested for the Phase 14 subdivision.

(7) Every application for division of property shall be accompanied by a water procurement plan approved by the county watermaster or their representative. Such plan shall explain in detail the proposed manner of providing domestic water. If irrigation water is to be provided, the water procurement plan shall also explain the manner of providing such irrigation water.

(8) Where a tract of land has water rights, an application for division of the tract shall be accompanied by a water rights division plan approved by the irrigation district or other water district holding the water rights, or when there is no such district, by the district watermaster or their representative serving the county area. Every plat and tentative plan shall indicate the water right that is to be transferred to each parcel or lot.

In addition to water provided by Avion Water for fire and domestic water uses, the Central Oregon Irrigation District Board authorized a transfer of irrigation water rights to accommodate golf course and other common area irrigation uses. This transfer has been approved by the Oregon Water Resources Department. The proposed Phase 14 development does not impact water rights at Brasada Ranch.

The Applicant states that the Avion Water Company Inc. contract demonstrates a perpetual supply of domestic water for the project. Avion provides domestic water for fire and domestic water usage. Hydrants are spaced and pressure is available per 2014 Oregon Fire Code requirements.

The Applicant notes that the final plat for Brasada Ranch Phase 14 is required to be reviewed by the Central Oregon Irrigation District. No water rights are anticipated to be affected by development of the lots proposed with this phase of development.

17.16.090 Approval of tentative subdivision plan.

(1) Tentative Plan Review. The planning commission shall, within 60 days from the first regular planning commission meeting following submission of a tentative subdivision plan to the planning commission, review the tentative plan and all reports and recommendations of appropriate officials and agencies. The planning commission may approve, modify, or disapprove the tentative plan for the proposed subdivision, and shall set forth findings for said decision.

(2) Tentative Plan Approval. Approval or disapproval of the tentative plan by the planning commission shall be final unless the decision is appealed to the county court.

The tentative plan shall be reviewed by the planning commission within 60 days following submission. The application was submitted on December 29, 2020 and was approved by the Planning Commission on January 27, 2021. The final decision is subject to a 12-day appeal period commencing with the Planning Commission Chair's signing of the final approval.

(3) Tentative Plan Approval Relative to Final Plat. Approval of the tentative plan shall not constitute final acceptance of the plat of the proposed subdivision for recording; however, approval of such tentative plan shall be binding upon the county for purposes of the preparation of the plat and the county may require only such changes in the plat as are necessary for compliance with the terms of its approval of the tentative plan for proposed subdivision.

(4) Planning Commission Report. The decision of the planning commission shall be set forth in writing in a formal report and, in the case of approval, be noted on three copies of the tentative plan, including references to any attached documents describing conditions. One copy of the planning commission report shall be sent to the subdivider, one copy sent to the county court, and the planning commission shall retain one copy. Such action shall be completed within five working days of the date of planning commission decision.

The report on the Planning Commission shall be prepared within the time frame established by this section.

17.16.100 Specific approval requirements.

In addition to the requirements set forth by the provisions of this title and applicable local and state regulations, specific requirements for tentative plan approval are as follows:

- (1) No tentative plan of a subdivision shall be approved which bears a name using a word which is the same as, similar to or pronounced the same as a word in the name of any other subdivision in the same county, except the words "town," "city," "place," "court," "addition," or similar words, unless the land platted is contiguous to and platted by the same party that platted the subdivision bearing that name or unless the party files and

records the consent of the party that platted the subdivision bearing that name. All plats must continue the lot and block numbers of the plat of the same name, last filed.

The tentative plan meets requirements of 17.16.100. The Applicant states that they have consistently named plats to include "Brasada Ranch" in plat names. The Phase 14 proposal is consistent with previous plat names.

(2) No tentative plan for a proposed subdivision shall be approved unless:

(a) The streets and roads are laid out so as to conform to the plats of subdivisions and maps of partitions already approved for adjoining property as to width, improvements, general direction and in all other respects, unless the planning commission determines it is in the public interest to modify the street and road pattern.

(b) Streets and roads to be held for private use are approved by the planning commission and are clearly indicated on the tentative plan and all reservations or restrictions relating to such private streets and roads are set forth thereon, such as ownership and maintenance responsibilities.

(c) The tentative plan complies with the zoning ordinance.

The Tentative Plan for Brasada Ranch Phase 14 shows all adjacent developments. The extension of Spirit Rock Drive from Phase 13 and two roads terminating in a cul-de-sac are the new streets in Phase 14. All roads within the Brasada development are held for private use and are maintained by the Developer or the future Homeowner's Association. The tentative plan complies with Crook County Code 18.116 (destination resort overlay zone).

(3) No tentative plan for a proposed subdivision or planned unit development located within the urban growth boundary, but outside the city, shall be approved unless the subject proposal has been submitted to the city planning commission for review and until such time that a written review and recommendation therefrom has been received and considered.

The subject property is not located within the urban growth boundary and is not subject to City planning commission review.

17.20.010 Submission of the final plat.

The Applicant has experience preparing final plats and has entered into an agreement with DOWL, a Bend engineering/surveying firm to prepare the final plat consistent with the requirements of 17.20.010 and Oregon Revised Statutes. The final plat for Phase 14 will be recorded upon completion of infrastructure for the Phase.

17.36.020 Road Standards

(1)(a) General. The location, width and grade of streets shall be considered in their relation to existing roads, to topographical conditions, to public convenience and safety, and to the

proposed use of land to be served by the road. The road system shall assure an adequate traffic circulation system with intersection angles, grades, tangents and curves appropriate for the traffic to be carried considering the terrain. The proposed road location and pattern shall be shown on a development plan and the arrangement of roads shall either:

Brasada Ranch and Crook County agreed to road standards for the development in the original Final Development Plan. Brasada Ranch roads are private and allow for roadway widths of 20 feet and greater and up to 12% grades on hillside conditions. The proposed road sections for Brasada Ranch 14 are consistent with these conditions. Crook County Fire and Rescue has reviewed the proposed extension of Spirit Rock Drive and has found that it will be sufficient for access for emergency services purposes.

17.40.010 Improvement Procedures

In addition to other land use and permitting requirements, improvements to be installed by an owner and/or developer, either as a requirement of this title, a land use permit, or other applicable regulations, shall conform to the requirements of this chapter.

The Applicant states that roads and utilities will be completed prior to submitting the final plat for approval. Construction plans are typically reviewed and approved by utility providers, Crook County Fire and Rescue and the Crook County Road Department (although it is noted that the roads in Brasada Ranch are private and not subject to County jurisdiction).

In the event that an improvement agreement is required, the Applicant's engineer or contract will prepare an estimate of the cost to complete construction. The Applicant's agent and Crook County legal counsel would then coordinate to determine a bond amount and to finalize an improvement agreement. Again, the need for an improvement agreement and financial security is not anticipated. The Applicant plans to complete infrastructure construction prior to submitting a final plat.

COMMENTS: At the time of this staff report, the Planning Department has received no comments from the public regarding Phase 14 of Brasada Ranch. Members of the subdivision review committee met on January 21, 2021 to get a project update from the Applicant and the consultant team. The subcommittee's report is found in Attachment B.

Several questions were raised during the meeting. Russ Deboodt, Crook County Fire and Rescue, asked about the length of the road to the cul-de-sac and mentioned that Phase 13 included emergency vehicle turn-outs. According to Russ, this is consistent with the current Oregon Fire Code requirements. It was agreed that gravel turn outs would be provided between Spirit Rock Drive and each cul-de-sac in Phase 14. Brasada has provided an updated drawing showing the location of the turnouts for the Planning Commission hearing. Adam Conway, Dowl, stated that fire hydrants would be provided every 400 feet.

Russ mentioned that the Fire Code requires either a secondary access or that homes have internal fire sprinklers when a single road serves more than 30 homes. Brent McClean mentioned that the topography posed limits to constructing a secondary access. Brent McClean said that he and his team would examine options to meet the Fire Code requirements. The Planning Commission added condition #6 to ensure that Fire Code requirements are met.

Bob O'Neal, Crook County Roadmaster, raised a concern about summer rain events and wanted to make sure that culverts were sized appropriately for major storms. Adam replied that they had taken major storm events into consideration when designing culverts.

No representatives of government agencies nor members of the public testified at the Planning Commission hearing. Brent McClean testified on behalf of the project and Adam Conway, Dowl responded to site development questions.

SITE VISIT:

Planning Commissioners Warren, Hermreck, Bedortha, Manning and Lundquist visited the site on January 27, prior to the Commission meeting. They were met by Alan Cornelius, Brasada, and Adam Conway, Dowl. They walked the future extension of Spirit Rock Drive to view the proposed location of the dwelling sites. They discussed the project layout. They were joined on the visit by neighboring property owners, Bob and Elise Firth. The Firths expressed support for the proposed project.

CONCLUSION:

The required findings have been made and this written narrative and accompanying documentation demonstrate that the application is consistent with the applicable provisions of the Crook County Code. The original Tentative Plan Approval, Final Development Plan approval, the Applicant's application and burden of proof statement, including amendments, and the January 20, 2021 staff report are incorporated by reference. The evidence in the record is substantial and supports approval of the Tentative Plan, for Brasada Ranch Phase 14, subject to the conditions of approval set forth in this decision.

The Planning Commission considered the testimony, the evidence provided, including the application, exhibits, the staff report, and testimony in reaching a decision to approve the request.

DATED THIS 1st DAY OF FEBRUARY, 2021.


 Michael Warren II, Chair, Crook County Planning Commission

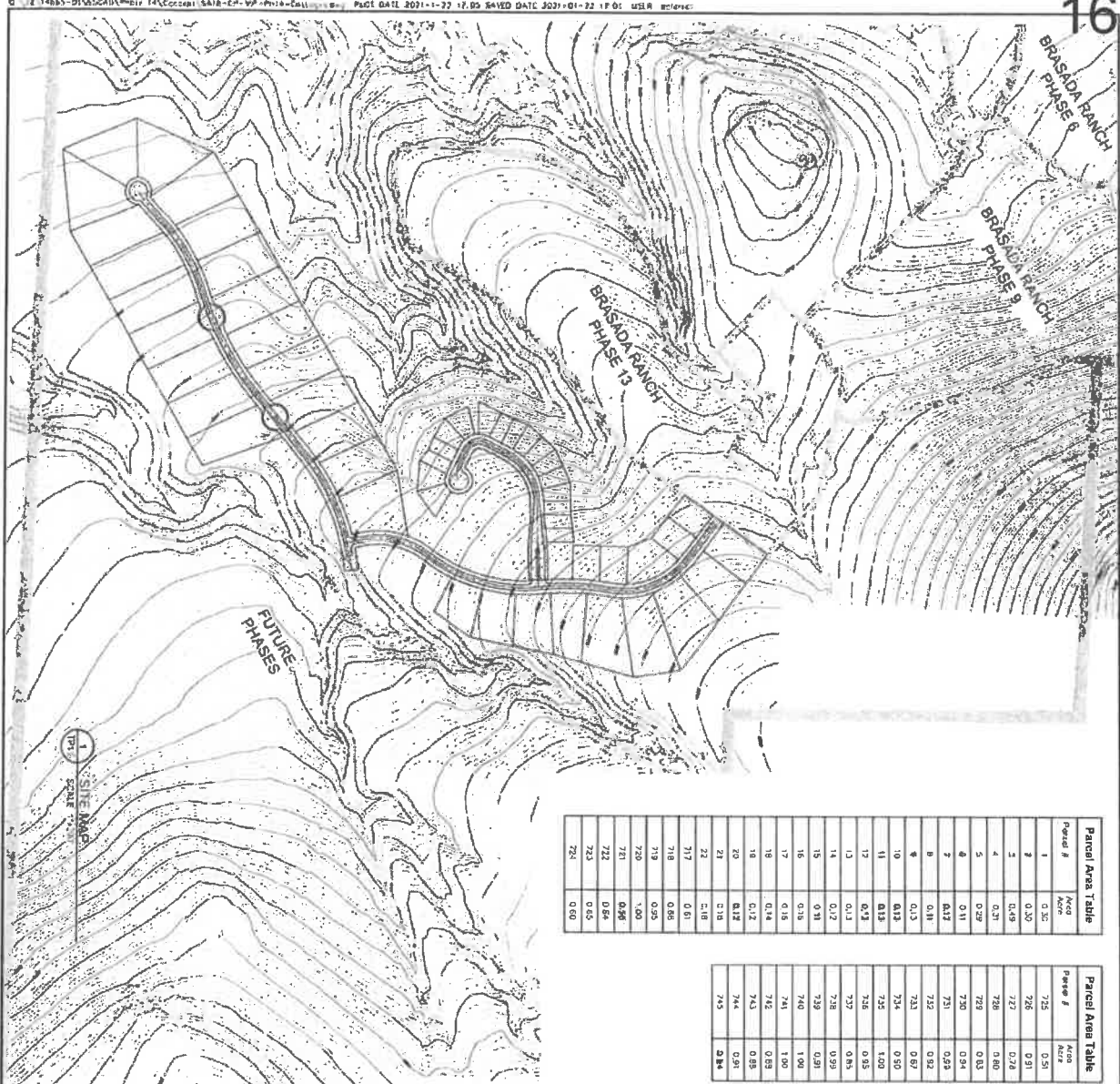

 Ann Beier, Planning Director

NOTICE TO PERSONS PROVIDING TESTIMONY

This approval may be appealed to the Crook County Court no later than 4:00 p.m. on February 15, 2021. The written appeal must be submitted together with the appeal fee of \$1,850 plus 20% of the application fee to the Crook County Community Development Department. The Crook County Community Development Department is located in the County Courthouse at 300 NE Third Street, Room 12, Prineville, Oregon 97754.

Attachment A – Proposed Phase 14 maps

Attachment B – Subdivision Review Committee report



Parcel #	Acres
1	0.30
2	0.30
3	0.49
4	0.31
5	0.29
6	0.11
7	0.12
8	0.11
9	0.13
10	0.12
11	0.13
12	0.19
13	0.13
14	0.12
15	0.21
16	0.19
17	0.18
18	0.14
19	0.12
20	0.12
21	0.19
22	0.16
23	0.61
24	0.68
25	0.25
26	1.00
27	0.96
28	0.64
29	0.65
30	0.60

Parcel #	Acres
725	0.39
726	0.91
727	0.78
728	0.80
729	0.83
730	0.94
731	0.93
732	0.92
733	0.67
734	0.50
735	1.00
736	0.93
737	0.85
738	0.99
739	0.91
740	1.00
741	1.00
742	0.89
743	0.89
744	0.91
745	0.84

**TENTATIVE DEVELOPMENT PLAN
FOR BRASADA RANCH 14
TOWNSHIP 18 SOUTH, RANCH 14 EAST,
SECTIONS 26 AND 27
CROOK COUNTY, OREGON**

APPLICANT:
FIVE WY BRASADA LLC
BRASADA RANCH DEVELOPMENT
PO BOX 1215
REDMOND, OREGON 97726

PLANNER/ENGINEER:
BOEK
863 SW SIMPSON AVE, SUITE 200
BEND, OREGON 97702
RON HANCOCK - RHN@BOEK.COM
ADAM CHAMBERLAIN - ACHAM@BOEK.COM

PROPOSED USE:
22 COTTAGE LOTS

PRESENT USE:
VACANT

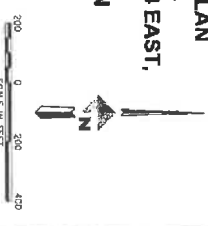
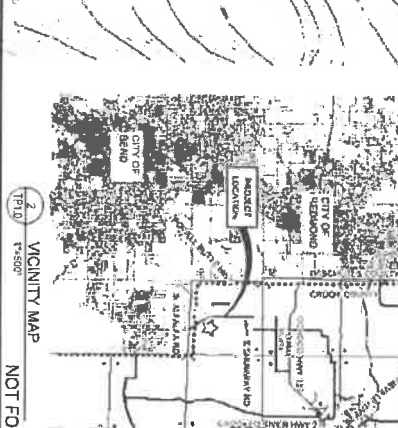
ZONE:
DESTINATION RESORT OVERLAY
DRU 3

PROPOSED LOT LAYOUT:
22 COTTAGE LOTS

PROPOSED TOTAL LOT SUBDIVISION:
22 COTTAGE LOTS

- WATER: AVOID
- SEWER: DIRECTION WATER UTILITIES
- POWER: CENTRAL ELECTRIC COOP
- PHONE: BRASADA RANCH UTILITY, LLC
- NATURAL GAS: CASCADE NATURAL GAS
- SCHOOL DISTRICT: CROOK COUNTY SCHOOL DISTRICT
- FIRE: CROOK COUNTY FIRE AND RESCUE
- STORMWATER: ON SITE INFILTRATION
- TOPOGRAPHY: NATIVE VEGETATION AND ROCK

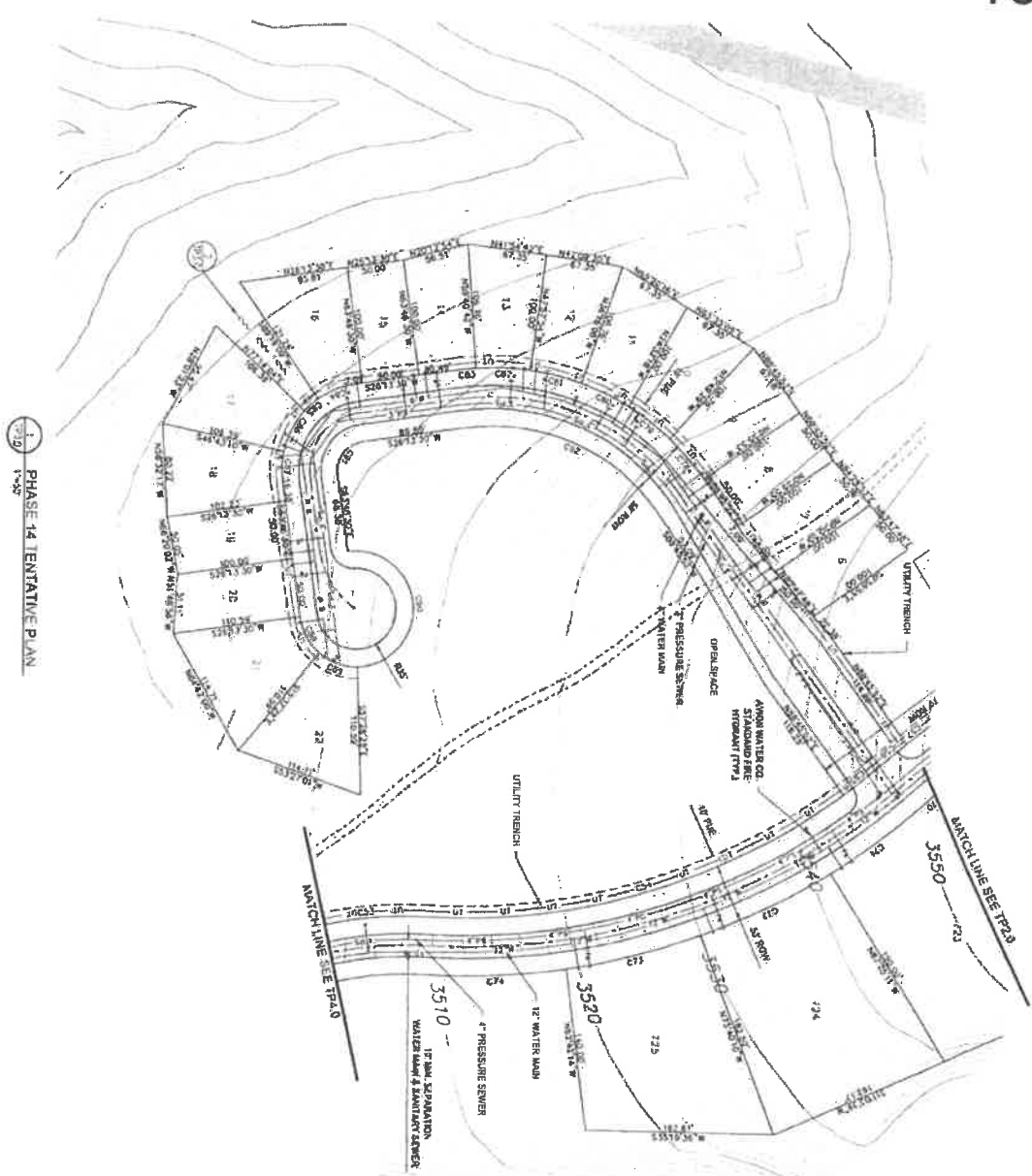
NOTE: THERE ARE NO KNOWN NATURAL HAZARDS OR LOCALLY OCCURRING GEOLOGICALLY SENSITIVE RESOURCES.



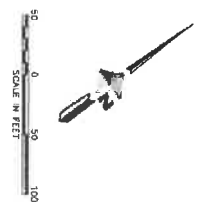
PROPOSED:
LOTS 717-745
COTTAGE LOTS 1-22
TOTAL PRIVATE ROAD
4.74 AC
34.63 AC

NOTE:
CONVEYANCE LOT LINES ARE SHOWN BUT SUBJECT TO CHANGE WITH TENTATIVE PLAN APPLICATIONS; THE NUMBER OF LOTS IS ALSO SUBJECT TO CHANGE.

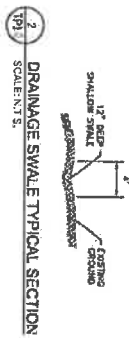
Attachment A



PHASE 14 TENTATIVE PLAN



Curve #	Length	Radius	Delta	Chord	Direction	Chord Length
C23	102.02	225.00	10.07	102.20	27°E	102.10
C24	300.37	555.00	30.47	307.27	27°E	314.85
C25	37.51	555.00	3.87	37.42	26°W	37.51
C26	90.32	605.00	8.25	91.41	21°E	90.24
C27	124.08	605.00	11.75	126.27	17°W	123.88
C28	121.22	605.00	12.48	122.07	11°W	124.21
C29	122.14	605.00	11.97	123.35	25°W	121.83
C30	45.51	225.00	11.58	45.87	58°E	45.43
C31	48.00	225.00	11.71	47.71	67°W	45.82
C32	46.00	225.00	11.71	45.88	30°E	45.92
C33	46.00	225.00	11.71	45.87	52°W	45.92
C34	16.08	225.00	4.10	16.20	16°E	16.00
C35	36.22	75.00	28.81	37.48	18°W	34.90
C36	13.82	75.00	12.08	14.37	23°E	13.79
C37	39.94	75.00	30.52	39.01	23°E	36.47
C38	28.83	75.00	20.49	29.37	40°E	28.68
C39	36.52	50.00	41.85	38.47	40°E	35.71
C40	36.52	50.00	41.85	38.47	27°E	35.71
C41	36.27	25.00	60.00	38.47	46°E	35.58
C42	191.02	175.00	82.54	197.29	41°W	181.87



DRAINAGE SWALE TYPICAL SECTION

NOT FOR CONSTRUCTION

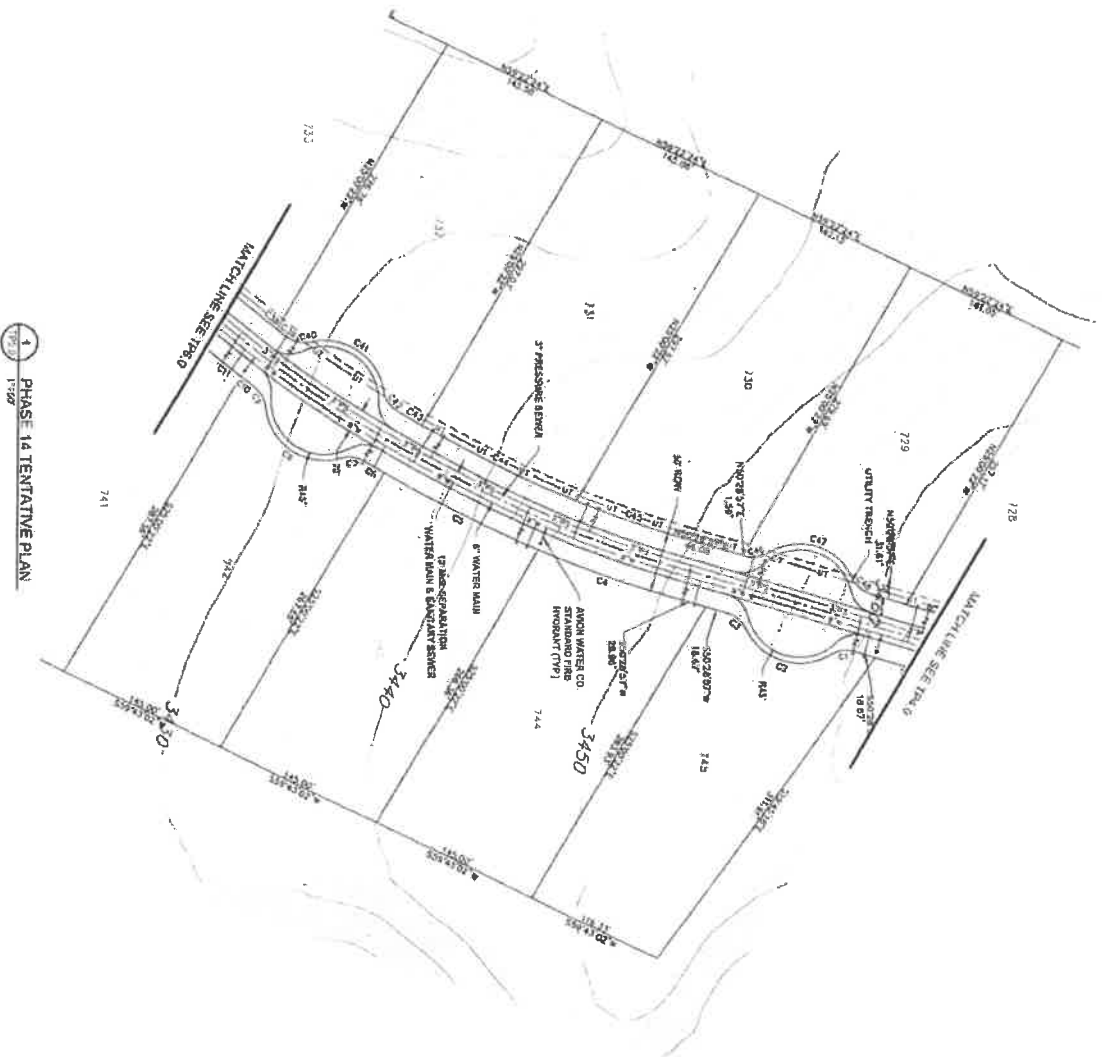
<p>TP30</p> <p>3 of 3</p>	<p>DATE: 11/23/15</p> <p>SCALE: N.T.S.</p>	<p>DESIGNED BY: [Name]</p> <p>CHECKED BY: [Name]</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION				<p>16</p>
				NO.	DATE	DESCRIPTION				
<p>TP30</p> <p>3 of 3</p>	<p>DATE: 11/23/15</p> <p>SCALE: N.T.S.</p>	<p>DESIGNED BY: [Name]</p> <p>CHECKED BY: [Name]</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION				<p>16</p>
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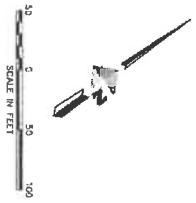
563 SW Simpson Avenue, #200
Bend, Oregon 97702
541.385.4772

PRELIMINARY

NORTHVIEW HOTEL GROUP
PHASE 14 TENTATIVE SUBDIVISION PLAN BRASADA RANCH
PHASE 14 TENTATIVE PLAN



PHASE 14 TENTATIVE PLAN
1/200



Curve #	Length	Radius	Delta	Chord	Chord Bearing	Chord Length
C1	21.03	25.00	46.19	5367.23	N 16° W	20.41
C2	64.11	50.00	98.38	5307.28	S 77° W	74.54
C3	21.03	25.00	46.19	5747.34	S 19° W	20.41
C4	118.78	1125.00	6.02	5537.30	S 6° W	118.73
C5	144.88	1125.00	7.28	5607.17	S 27° W	144.89
C6	183.68	1125.00	9.55	5664.23	S 30° W	183.66
C7	20.41	25.00	46.78	5847.23	S 35° W	19.85
C8	66.62	50.00	99.26	5877.42	S 6° W	76.19
C9	20.41	25.00	48.78	6188.02	N 42° W	19.85
C10	14.12	1125.00	0.72	5707.58	S 22° W	14.12
C11	27.50	1125.00	1.40	5717.58	S 17° W	27.50
C12	28.02	1075.00	1.49	6171.58	S 17° E	28.02
C13	91.89	1075.00	4.51	6170.57	N 44° E	91.89
C14	21.68	25.00	49.79	6457.50	S 0° E	21.01
C15	81.54	50.00	93.43	6677.42	S 57° E	72.80
C16	31.68	25.00	49.79	6897.35	N 0° E	31.01
C17	23.27	1075.00	1.24	6887.08	S 3° E	23.27
C18	148.81	1075.00	7.23	6897.37	N 0° E	148.80
C19	89.02	1075.00	5.28	6457.07	N 17° E	98.89
C20	21.63	25.00	48.19	6187.23	S 15° E	20.41
C21	64.11	20.00	98.38	6597.28	S 17° E	74.54
C22	21.63	25.00	48.19	6747.34	S 15° E	20.41

NOT FOR CONSTRUCTION

TP5.0
5th 8

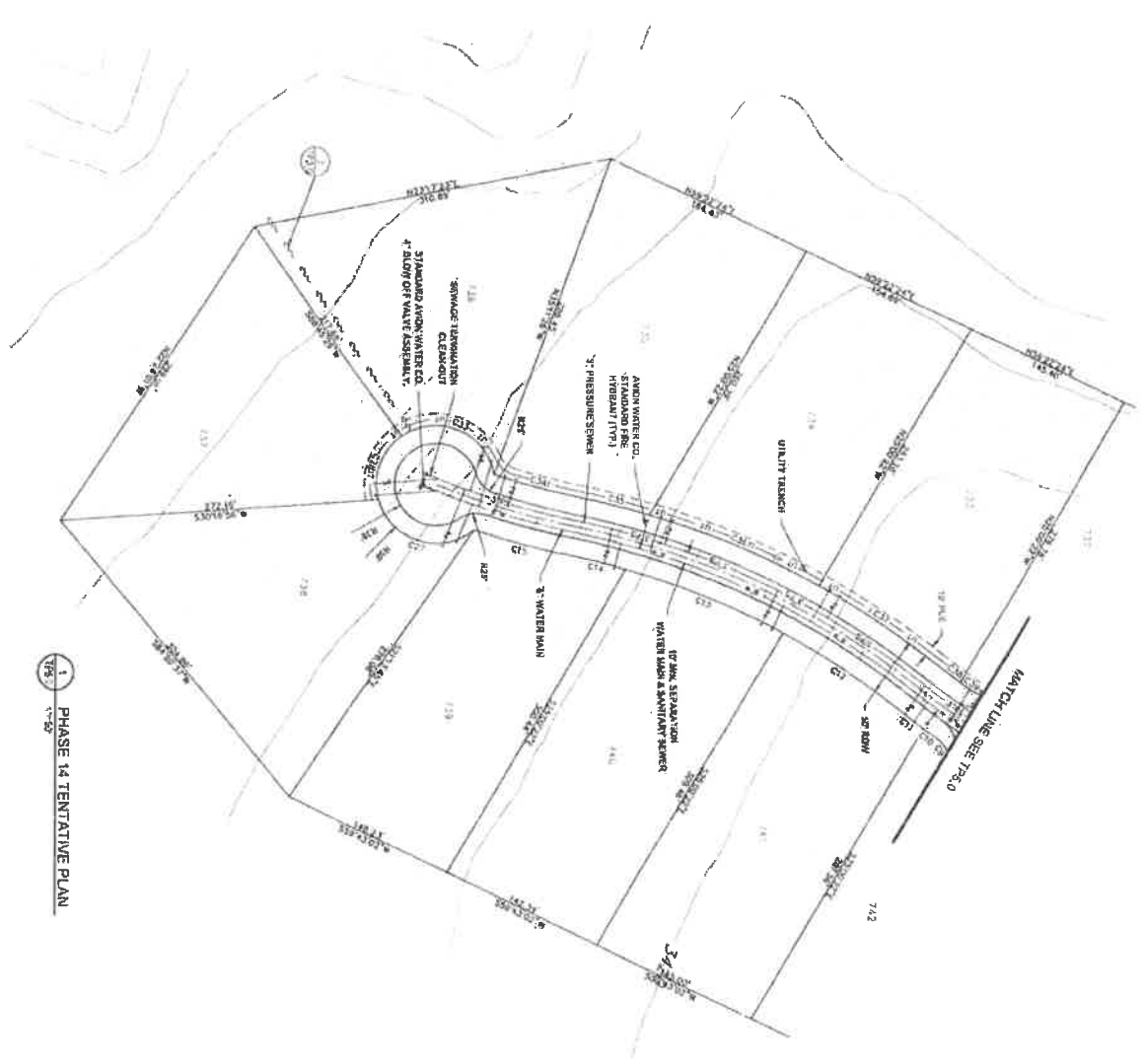
NORTH-VIEW HOTEL GROUP
PHASE 14 TENTATIVE SUBDIVISION PLAN BRASADA RANCH
PHASE 14 TENTATIVE PLAN

DOWL
www.dowl.com
693 SW Simpson Avenue, #200
Beav, Oregon 97005
5/1-365-4772

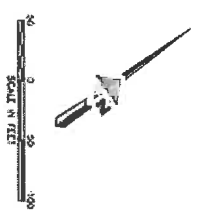
PRELIMINARY

REV	DATE	DESCRIPTION	BY

D:\21317661-01\SS\CD\Phase 14\CD\21317661-CP-MP-Phase-14.dwg PLOT DATE: 2021-11-22 12:08 SAVED DATE: 2021-01-22 17:51 USER: hml001



1 PHASE 14 TENTATIVE PLAN



Curve Table

Curve #	Length	Radius	Delta	Chord	Bearing	Chord Length
C11	27.50	1125.00	1.40	571.58	97°W	27.50
C12	117.37	655.00	10.27	587.32	58°W	117.21
C13	143.79	855.00	12.58	648.07	38°W	143.50
C14	50.75	655.00	4.44	547.37	07°W	50.74
C15	84.37	705.00	6.86	5407.51	08°W	84.32
C17	100.28	50.00	18.91	5311.32	48°W	64.30
C18	60.87	50.00	58.78	8387.07	14°W	57.18
C22	100.82	50.00	115.50	8487.24	31°E	64.48
C24	77.28	655.00	5.77	8487.45	20°E	77.33
C25	61.38	705.00	4.89	8477.56	23°E	61.34
C26	155.87	705.00	12.87	8687.46	00°E	155.85
C37	117.17	705.00	9.52	8687.51	42°E	117.04
C38	28.02	075.00	1.48	8711.58	31°E	28.02

NOT FOR CONSTRUCTION

<p style="text-align: center;">NORTHVIEW HOTEL GROUP PHASE 14 TENTATIVE SUBDIVISION PLAN BRASADA RANCH PHASE 14 TENTATIVE PLAN</p>	<p>DOWL www.dowl.com 563 SW Simpson Avenue, #200 Bend, Oregon 97702 541-395-4772</p>	<p style="text-align: center;">PRELIMINARY</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	REVISION			
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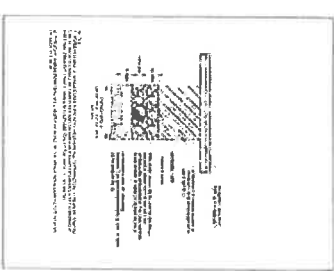
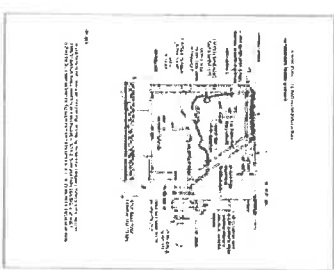
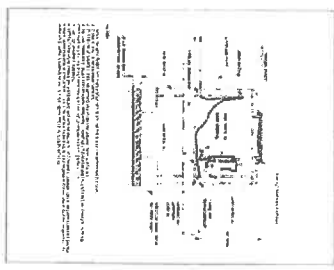
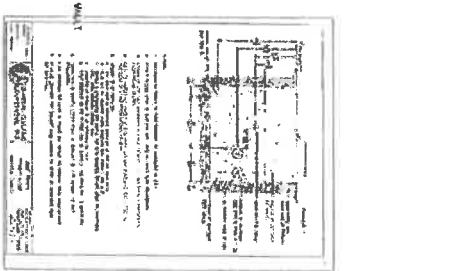
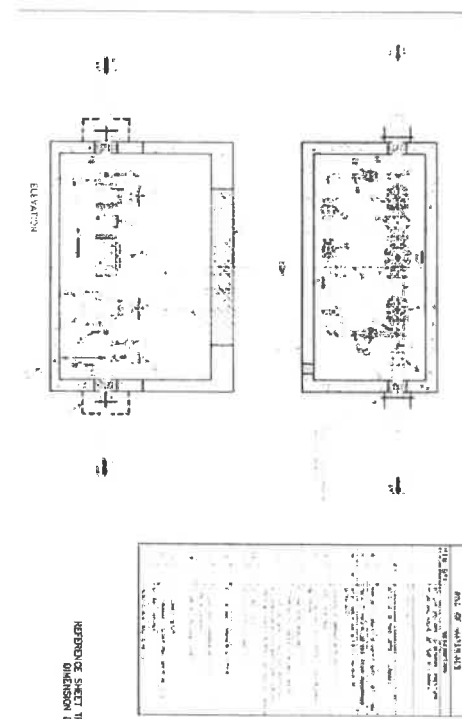
TP6.0
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GENERAL NOTES:

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS OF THE JOB SITE INCLUDING BUT NOT LIMITED TO: ALL BARRIERS, GRADIENT, ELEVATIONS, SPACES AND CONFORMANCE TO THE EXISTING SITE CONDITIONS, AND WITH THE WORK DESCRIBED ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PUBLIC AGENCY FOR THE LOCATION OF UNDERGROUND FACILITIES.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT UNDERGROUND LOCATE SERVICE AT 1-800-333-2444 AT LEAST 48 HOURS BEFORE THE START OF CONSTRUCTION FOR THE LOCATION OF NEARBY GAS, CABLE TV, TELEPHONE, AND OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THE APPROXIMATE LOCATION OF ALL UTILITIES AND FOR VERIFYING THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PUBLIC AGENCY FOR THE LOCATION OF UNDERGROUND FACILITIES.
3. ALL UTILITIES SHALL BE LOCATED BY THE CONTRACTOR AND SHALL BE MARKED AND GATED. ALL UTILITIES SHALL BE PROTECTED AND SHALL NOT BE DAMAGED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PUBLIC AGENCY FOR THE LOCATION OF UNDERGROUND FACILITIES.
4. ALL UNDERGROUND UTILITIES SHALL BE PROTECTED AND SHALL NOT BE DAMAGED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PUBLIC AGENCY FOR THE LOCATION OF UNDERGROUND FACILITIES.
5. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PUBLIC AGENCY FOR THE LOCATION OF UNDERGROUND FACILITIES.
6. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE INDUSTRIAL SAFETY REGULATIONS, OREGON COUNTY AND THEIR ORDINANCES.
7. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THESE DIMENSIONS AND SPECIFICATIONS, AVOID WATER DAMAGE, AND MEET ALL REQUIREMENTS OF THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY, OREGON HEALTH DEPARTMENT, OREGON COUNTY ROAD DEPARTMENT AND OTHER APPLICABLE STATE AND LOCAL CODES, INCLUDING CURRENT MHA STANDARDS.
8. CONTRACTOR SHALL VERIFY, CONTACT AND/OR NOTIFY OREGON UTILITIES AND EMPLOYMENTS IN CONFORMANCE WITH THE RULES OF THE OREGON PUBLIC UTILITIES COMMISSION TO PROTECT EXISTING AND PROPOSED UTILITIES.
9. CONTRACTOR SHALL VERIFY ALL OPERATIONS TO DETERMINE CONSTRUCTION AREA WITHIN THE PROJECT BOUNDARIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PUBLIC AGENCY FOR THE LOCATION OF UNDERGROUND FACILITIES.
10. CONTRACTOR SHALL MAINTAIN CONSTRUCTION RECORDS FOR ALL ASPECTS OF THE WORK, INCLUDING DETAILS, DIMENSIONS AND MATERIALS. THESE RECORDS SHALL BE MAINTAINED THROUGHOUT THE PROJECT AND SHALL BE AVAILABLE TO THE OWNER AT ALL TIMES.
11. SLOPE SHALL BE PRESERVED AS MUCH AS POSSIBLE. ALL SLOPES SHALL BE PROTECTED WITH A MINIMUM OF 20 INCHES FEET OF COVER OVER THE SLOPE.
12. CONTRACTOR SHALL NOTIFY THE INSURANCE COMPANY AND THE OWNER OF ANY DAMAGE TO THE PROPERTY OR TO THE PERSONS OR THINGS ON THE PROPERTY.
13. CONTRACTOR SHALL NOTIFY THE INSURANCE COMPANY AND THE OWNER OF ANY DAMAGE TO THE PROPERTY OR TO THE PERSONS OR THINGS ON THE PROPERTY.
14. WATER SERVICE LINES SHALL BE 1 1/2" K COPPER SOFT ANNEALED (NON ROAD).
15. ACCESS TO ALL EXISTING RESIDENCES SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT CONSTRUCTION.
16. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE PROJECT SITE TO BE REMOVED OR RECYCLED. CONTRACTOR SHALL MAINTAIN ALL ACCESS TO ALL UTILITIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PUBLIC AGENCY FOR THE LOCATION OF UNDERGROUND FACILITIES.
17. DISPOSITION OF WATER LINE SHALL BE COMPLETED IN ACCORDANCE WITH AWA 6241.
18. ALL ITEMS IN CONTACT WITH POTABLE WATER MUST MEET NSF STANDARD 61.
19. CONTRACTOR SHALL COORDINATE SLOPE REMOVAL AND INSPECTION OF FACILITIES WITH BRETZ LIMITED AT 541-480-4523.

STANDARD SPECIFICATIONS SHALL FOLLOW THE 2015 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.

1. EROSION CONTROL: IN ACCORDANCE WITH SECTION 0240 OF THE 2015 OREGON STANDARD SPECIFICATIONS.
2. POLLUTION CONTROL PLAN: IN ACCORDANCE WITH SECTION 0240 OF THE 2015 OREGON STANDARD SPECIFICATIONS.
3. REMOVAL OF STRUCTURES AND OBSTRUCTIONS: IN ACCORDANCE WITH SECTION 0210 OF THE 2015 OREGON STANDARD SPECIFICATIONS.
4. ASPHALT PAVEMENT SAW CUTTING: IN ACCORDANCE WITH SECTION 0210 OF THE 2015 OREGON STANDARD SPECIFICATIONS.
5. CLEANING AND FINISHING: IN ACCORDANCE WITH SECTION 0240 OF THE 2015 OREGON STANDARD SPECIFICATIONS.
6. EARTHWORK: IN ACCORDANCE WITH SECTION 0240 OF THE 2015 OREGON STANDARD SPECIFICATIONS.
7. WATER MAINS: IN ACCORDANCE WITH SECTION 0240 OF THE 2015 OREGON STANDARD SPECIFICATIONS.
8. CONCRETE: IN ACCORDANCE WITH SECTION 0240 OF THE 2015 OREGON STANDARD SPECIFICATIONS.
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89. ASPHALT: IN ACCORDANCE WITH SECTION 0240 OF THE 2015 OREGON STANDARD SPECIFICATIONS.
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99. ASPHALT: IN ACCORDANCE WITH SECTION 0240 OF THE 2015 OREGON STANDARD SPECIFICATIONS.
100. ASPHALT: IN ACCORDANCE WITH SECTION 0240 OF THE 2015 OREGON STANDARD SPECIFICATIONS.



3 SEWER AIR AND VACUUM RELEASE VALVE

2 TERMINATION CLEANOUT

1 UTILITY TRENCH

NOT FOR CONSTRUCTION

DATE	2015-07-17
BY	TP7.0
SCALE	AS SHOWN

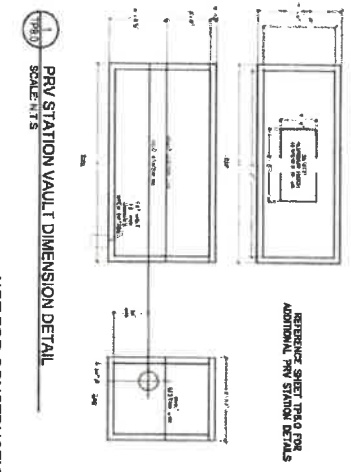
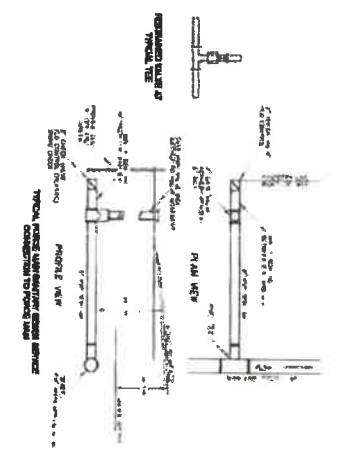
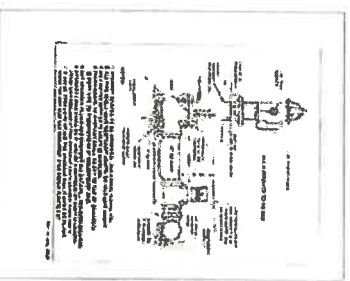
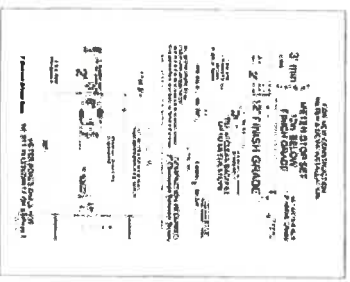
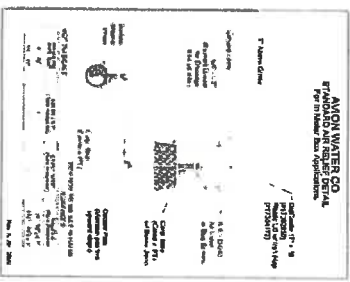
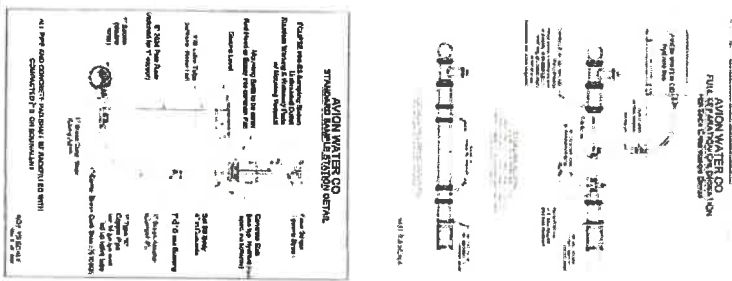
NORTHVIEW HOTEL GROUP
 PHASE 14 TENTATIVE SUBDIVISION PLAN BRASADA RANCH
 GENERAL NOTES AND STANDARD DETAILS

DOWL
 643 SW Swenson Avenue, #100
 Bend, Oregon 97702
 541-385-4772

PRELIMINARY

NO.	DATE	DESCRIPTION

--	--	--	--	--	--



NOT FOR CONSTRUCTION

Brasada Ranch Phase 14

Report - Subdivision Review Committee Meeting 1-21-2021

Introductions

In Office

Bob O'Neal, Crook County Road Master
Russ DeBoodt, CCF&R Fire Marshall
Jon Soliz, County Assessor
Katie McDonald, Crook County Planning
Hannah Elliott, Crook County Planning
Ann Beier, Crook County Planning

Via WebEx

Adam Conway, Dowl
Brent McLean, Brasada
Shannon Alleman, County Assessor's Office
John Eisler, Crook County Counsel's Office

Review Committee Purpose

See Review factors (Attachment A)

Project Background: Phase 14 of Brasada Ranch Destination

Phase 14 – 51 lots including 29 “traditional” residential lots and 22 cottage lots.

No commercial uses are proposed in Phase 14

Location - extension from Spirit Rock Drive (Phase 13)

Approximately 34.63 acres (including road right of way); 29.89 acres developed land for residential lots.

All lots served by Avion Water

Wastewater treatment provided by Brasada Ranch Utility

Central Electric Cooperative provides electricity

Located within Crook County Fire and Rescue District

Project continues to meet open space requirements and requirements for a 2.5:1 ratio of dwellings to overnight lodging units

Discussion

Adam Conway described the utilities provided to each lot. He discussed the road layouts (20' wide asphalt with a 2-foot shoulder on each side). Bob O'Neal asked about the grade and Adam replied that the maximum grade would be 10 feet.

Russ Deboodt asked about the length of the road to the cul-de-sac and mentioned that Phase 13 included emergency vehicle turn-outs. It was agreed that gravel turn outs would be provided between Spirit Lane and each cul-de-sac in Phase 14. According to Russ, this is consistent with the current Oregon Fire Code requirements. Brasada has provided an updated drawing showing the location of the turnouts.

Hydrants will be provided every 400 feet.

Russ mentioned that the Fire Code requires either a secondary access or that homes have internal fire sprinklers when a single road serves more than 30 homes. Brent McClean mentioned that the topography posed limits to constructing a secondary access. He was also concerned about the additional cost/home of adding sprinkler systems. Russ estimated that the cost to add sprinklers ranged from \$5,000 to \$10,000 per dwelling. Russ also mentioned that because Brasada is more than 5 miles from the nearest fire station, insurance rates would be lower for homes with sprinklers. Brent McClean said that he and his team would examine options to meet the Fire Code requirements.

Bob O'Neal raised a concern about summer rain events and wanted to make sure that culverts were sized appropriately for major storms. Adam replied that they had taken major storm events into consideration when designing culverts.

ATTACHMENT A – Subcommittee review meeting notes

In review of proposed subdivisions, the committee shall consider the follow factors:

- (1) Preliminary plat requirements.
- (2) Conformance to the zoning ordinance.
- (3) Quantity and quality of existing or proposed water supply, adequacy of the existing or proposed sewage disposal system to support the projected population; or in the event that subsurface sewage disposal is proposed for any or all of the parcels of the development, the capability of the soil for the proper long-term support of such a system or systems.
- (4) Adequacy of public services, existing or committed and funded, in the area of the proposed development, such as schools, police and fire protection, health facilities, highway and arterial road networks, and other transportation facilities, parks and other recreational facilities, to serve the increase in population expected to be created by the development.
- (5) Effect of the development on the scenic or natural beauty of the area, historic sites or rare and irreplaceable natural areas.
- (6) Location of development in relation to industrial plants, livestock feedlots, solid waste disposal sites (existing and proposed), mining and quarrying operations and other possible conflicting land uses, particularly agricultural and forestry use.
- (7) Possible adverse effects on the development by natural hazards, such as floods, slides or faults, etc.
- (8) Possible adverse effects of the development on adjacent or area agricultural, grazing, forest or industrial lands and operations.
- (9) Design and development for retention of the maximum feasible amount of vegetation and other natural amenities.
- (10) Possible environmental damage to the area or possible effects on fish, wildlife or their habitat.
- (11) Possible conflicts with easements acquired by the public for access through or use of property within or adjacent to the proposed development.

(12) Unusual conditions of the property involved such as high water table, slope, bedrock, or other topographic or geologic conditions, which might limit the capability to build on the land using ordinary and reasonable construction techniques.

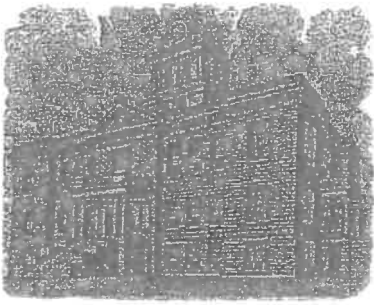
(13) Marketable title or other interest contracted for.

(14) Adequate financial arrangements for on-site and off-site improvements proposed or required.

(15) Evidence that each and every parcel can be used for the purpose for which they are intended and to be offered.

(16) Agreement or bylaws to provide for management, construction, maintenance, or other services pertaining to common facilities or elements in the development.

(17) Protective covenants or deed restrictions



Crook County

300 N.E. 3rd Street • Prineville, Oregon 97754
Phone (541) 447-6555 • FAX (541) 416-3891

Crook County Solid Waste Application For A Disposal Fee Credit

Organization: - - **Prineville Senior Center Charitable Trust (and Neat Repeat)** -

Contact Name: - - **Melody Kendall** - - - - - Phone: - - **541-447-6844** - - - - -

Address: **P.O. Box 553 Prineville, OR 97754**

Physical Address of Place of Business In Crook County, if different from above:

180 NE Belknap, Prineville, OR 97754

To qualify for a fee credit an organization must be recognized as a non-profit and charitable under sections 501(c) 3 of the Internal Revenue Service Code and be registered as a non-profit corporation with the State of Oregon. A qualified organization must have a physical place of business in Crook County and must be engaged in an ongoing basis in the business of encouraging consumers to reuse and recycle consumer and durable goods in order to generate revenue to further the interests of one or more segments of society: No commercial hauler of municipal waste or any business unit thereof shall also be qualified as a "qualified non-profit organization" under this section. Certification is not valid until approved by the County Court or an official or body it may designate, and any certification and any unused credit shall expire on June 30. Recertification may be applied for starting in April. The credit if approved shall be used to facilitate the disposal of goods received by qualified non-profit organizations for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be returned to consumer use. This credit shall not be used to allow qualified non-profits to dispose of demolition or construction waste associated with facility demolition, construction or remodel, nor shall this credit be used to allow any person, organization or business to avoid the need to dispose of an ordinary volume of municipal waste usually and customarily generated by person, organization or business. Organizations using the credit shall physically segregate from the ordinary and customary wastestream those goods received for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be reused and shall clearly identify the same upon entering the landfill. Only those goods shall qualify for use of the credit. Qualified non-profit organizations using the credit shall comply with all requirements of the landfill related to source separation of recyclable and non-recyclable materials. The landfill manager is empowered to revoke the certification of any organization which shall fail to comply with the terms of this certification application.

Requested credit for this year: (may not exceed \$3,000) \$ **\$3,000.00**

ATTACH TO THIS APPLICATION A COPY OF YOUR FEDERAL LETTER CERTIFYING YOUR NON-PROFIT STATUS (Form 501)

By my signature, I agree to abide by all the terms and conditions herein and the terms and conditions set forth in County Court Order 2006-69.

Melody Anderson Name, title Date: 6/4/2021

Office use only:	
Form 501 attached: <input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Credit last year: \$ <u>\$750</u>	Credit used last year: \$ _____
Credit approved for current fiscal year: \$ <u>750</u>	

P. O. BOX 2508
CINCINNATI, OH 45201

17

Date: MAR 14 2002

SOROPTIMIST INTERNATIONAL OF
PRINEVILLE CHARITABLE TRUST
PO BOX 553
PRINEVILLE, OR 97754

Employer Identification Number:
93-1326625
DLN:
17053306000021
Contact Person:
LISA M VAN DER SLUYS ID# 95264
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c) (3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a) (2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a) (2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

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part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

-3-

SCROPTIMIST INTERNATIONAL OF

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

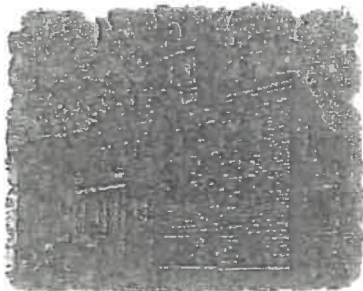
If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

Letter 947 (DO/CG)



Crook County

300 N.E. 3rd Street • Prineville, Oregon 97754
Phone (541) 447-6555 • FAX (541) 416-3891

Crook County Solid Waste Application For A Disposal Fee Credit

Organization: Bestcare Treatment Services Inc

Contact Name: Kelly Salisbury Phone: 541-323-5330 x1921

Address: 1059 NW Madras Hwy Prineville OR 97754

Physical Address of Place of Business In Crook County, if different from above:

To qualify for a fee credit an organization must be recognized as a non-profit and charitable under sections 501(c) 3 of the Internal Revenue Service Code and be registered as a non-profit corporation with the State of Oregon. A qualified organization must have a physical place of business in Crook County and must be engaged in an ongoing basis in the business of encouraging consumers to reuse and recycle consumer and durable goods in order to generate revenue to further the interests of one or more segments of society. No commercial hauler of municipal waste or any business unit thereof shall also be qualified as a "qualified non-profit organization" under this section. Certification is not valid until approved by the County Court or an official or body it may designate, and any certification and any unused credit shall expire on June 30. Recertification may be applied for starting in April. The credit if approved shall be used to facilitate the disposal of goods received by qualified non-profit organizations for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be returned to consumer use. This credit shall not be used to allow qualified non-profits to dispose of demolition or construction waste associated with facility demolition, construction or remodel, nor shall this credit be used to allow any person, organization or business to avoid the need to dispose of an ordinary volume of municipal waste usually and customarily generated by person, organization or business. Organizations using the credit shall physically segregate from the ordinary and customary wastestream those goods received for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be reused and shall clearly identify the same upon entering the landfill. Only those goods shall qualify for use of the credit. Qualified non-profit organizations using the credit shall comply with all requirements of the landfill related to source separation of recyclable and non-recyclable materials. The landfill manager is empowered to revoke the certification of any organization which shall fail to comply with the terms of this certification application.

Requested credit for this year: (may not exceed \$3,000) \$ 3,000

ATTACH TO THIS APPLICATION A COPY OF YOUR FEDERAL LETTER CERTIFYING YOUR NON-PROFIT STATUS (Form 501)

By my signature, I agree to abide by all the terms and conditions herein and the terms and conditions set forth in County Court Order 2006-69.

Rhoda Nwankwo Date: 6/28/21
Name, title Finance Director

Office use only:	
Form 501 attached:	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Credit last year: \$ <u>750</u>	Credit used last year: \$ _____
Credit approved for current fiscal year: \$ <u>750</u>	

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 29 2004**

BESTCARE TREATMENT SERVICES INC
PO BOX 1710
REDMOND, OR 97756-0000

Employer Identification Number:
93-1269087
DLN:
17053185747064
Contact Person:
FELICIA JOHNSON ID# 31287
Contact Telephone Number:
(877) 829-3500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated October 13, 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)



Crook County

300 N.E. 3rd Street • Prineville, Oregon 97754
Phone (541) 447-6555 • FAX (541) 416-3891

Crook County Solid Waste Application For A Disposal Fee Credit

Organization: Humane Society of the Ochoco Thrift Store

Contact Name: Tanisha Johns Phone: (541) 903-0458

Address: 1495 N.W. Murphy Ct. Prineville Oregon 97754

Physical Address of Place of Business In Crook County, if different from above:

Same ↑

To qualify for a fee credit an organization must be recognized as a non-profit and charitable under sections 501(c) 3 of the Internal Revenue Service Code and be registered as a non-profit corporation with the State of Oregon. A qualified organization must have a physical place of business in Crook County and must be engaged in an ongoing basis in the business of encouraging consumers to reuse and recycle consumer and durable goods in order to generate revenue to further the interests of one or more segments of society. No commercial hauler of municipal waste or any business unit thereof shall also be qualified as a "qualified non-profit organization" under this section. Certification is not valid until approved by the County Court or an official or body it may designate, and any certification and any unused credit shall expire on June 30. Recertification may be applied for starting in April. The credit if approved shall be used to facilitate the disposal of goods received by qualified non-profit organizations for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be returned to consumer use. This credit shall not be used to allow qualified non-profits to dispose of demolition or construction waste associated with facility demolition, construction or remodel, nor shall this credit be used to allow any person, organization or business to avoid the need to dispose of an ordinary volume of municipal waste usually and customarily generated by person, organization or business. Organizations using the credit shall physically segregate from the ordinary and customary wastestream those goods received for the purpose of reuse or resale, which by reason of defect or lack of market, cannot be reused and shall clearly identify the same upon entering the landfill. Only those goods shall qualify for use of the credit. Qualified non-profit organizations using the credit shall comply with all requirements of the landfill related to source separation of recyclable and non-recyclable materials. The landfill manager is empowered to revoke the certification of any organization which shall fail to comply with the terms of this certification application.

Requested credit for this year: (may not exceed \$3,000) \$ \$3,000.00

ATTACH TO THIS APPLICATION A COPY OF YOUR FEDERAL LETTER CERTIFYING YOUR NON-PROFIT STATUS (Form 501)

By my signature, I agree to abide by all the terms and conditions herein and the terms and conditions set forth in County Court Order 2006-69.

Tanisha Johns
Trh 20 - Manager Date: June 3rd, 2021
Name, title

Office use only:	
Form 501 attached:	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Credit last year: \$ <u>750</u>	Credit used last year: \$ _____
Credit approved for current fiscal year: \$ <u>750</u>	

INTERNAL REVENUE SERVICE
 DISTRICT DIRECTOR
 P O BOX 30224
 LAGUNA NIGUEL, CA 92607-0224

Date: SEP 19 1996

HUMANE SOCIETY OF THE OCHOCOS
 PO BOX 851
 PRINEVILLE, OR 97754

DEPARTMENT OF THE TREASURY

Employer Identification Number:
 93-1187879
 Case Number:
 956192023
 Contact Person:
 JACK FERGUSON
 Contact Telephone Number:
 (714) 360-2588
 Accounting Period Ending:
 December 31
 Foundation Status Classification:
 170(b)(1)(A)(vi)
 Advance Ruling Period Begins:
 September 5, 1995
 Advance Ruling Period Ends:
 December 31, 1999
 Addendum Applies:
 Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)

-3-

HUMANE SOCIETY OF THE OCHOCOS

cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

Letter 1045 (DO/CG)

Crook County Counsel's Office

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



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 6/28/2021

RE: State Marine Board (OSMB) IGA #250-2123CROOKCOUNTY-000
Our File No.: SHERIFF 35(B)

The Oregon State Marine Board has for many years provided grants to the Sheriff's Office to assist with the enforcement of boating safety rules on the County's waterways. The attached grant agreement is the latest interaction of that project. The OSMB will provide \$93,299 for fiscal year 2021-2022, and the same amount for fiscal year 2022-23. The County would undertake the implementation of the boating safety plan attached as Exhibit B, and, if major equipment is purchased with the grant funds, ensure that such equipment is well-maintained.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Approved this _____ day of _____ 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

INTERGOVERNMENTAL AGREEMENT

Agreement No. 250-2123CROOKCOUNTY-000

This Agreement is between the State of Oregon acting by and through its State Marine Board (“OSMB”) and County (“County”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and ORS 830.110.

SECTION 2: PURPOSE

The purpose of this Agreement is to provide funding to the County to conduct enforcement related to recreational boating in Oregon. Specific activities and assessments are detailed in “Exhibit A” attached hereto and by this reference made a part hereof.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2021, or the date of the last signature, whichever occurs last) (“Effective Date”), and terminates on June 30, 2023, unless terminated earlier in accordance with Section 17.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OSMB’s Authorized Representative is:

Randy Henry
435 Commercial Street NE Suite 400, Salem OR 97301
503-378-4597
503-378-2612 Office
Randy.H.Henry@state.or.us

4.2 County’s Authorized Representative is:

Sheriff John Gautney
Crook County Sheriff’s Office
308 NE 2nd St, Prineville OR 97754
(541) 447-6398
john.gautney@crookcountysheriff.org

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

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 County shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.
- 5.2 OSMB shall pay County as described in Section 7.

SECTION 6: BOAT OWNERSHIP

- 6.1 The ownership of any boat purchased by the County during the term of this agreement shall be vested with the County regardless of funding source, subject to Section 6.2 and Section 29.
- 6.2 During the term of this agreement and for the useful life of the boat or major piece of equipment, the County agrees to maintain in good working condition any boat or major piece of equipment purchased in whole or in part by the County with funds received from OSMB, pursuant to this agreement and prior agreements between County and OSMB. Preventative maintenance schedules for boats and trailers will be established and adhered to. Further, upon the trade-in or sale of a boat or major piece of equipment purchased, in whole or part, with funds received pursuant to this agreement, County shall apply any proceeds from the trade-in or sale to law enforcement activities approved by OSMB, with such approval not to be unreasonably withheld. Notwithstanding Section 29, upon default of this Agreement or notice from OSMB to County of the termination of funding described in ORS 830.140 or under Section 19 Nonappropriation, all boats and major pieces of equipment purchased, in whole or in part, with funds received pursuant to this agreement or previous agreement between the OSMB and County, shall be returned to the OSMB for reassignment if OSMB requests that the boat or major pieces of equipment be returned to OSMB. Upon OSMB's request, County agrees to permit the transfer of a boat purchased, in whole or part, with funds received pursuant to this agreement to another county.

SECTION 7: COMPENSATION AND PAYMENT TERMS

- 7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed the following amounts for the agreement term

Year 1 (July 1, 2021 - June 30, 2022)	\$93,299
Year 2 (July 1, 2022 - June 30, 2023)	\$93,299

- 7.2 Payment requests (i.e., quarterly, as provided in Exhibit A. section J.) shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits,

supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment.

- 7.3** County shall be responsible for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

This agreement is subject to all applicable federal Assurances specified in Exhibit C attached hereto and by this reference made a part hereof. If applicable, County shall provide the OSMB its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31U.S.C. §§7501-7507 (1994) as amended by Pub.L. 104-156, §§ 1-3, 110 Stat. 1397 (1996). At the end of each fiscal year during the term of this agreement, the County has the duty to request the amount of federal pass-through dollars included in the payments made by the OSMB to the County during that fiscal year.

SECTION 8: CONDITION OF PERFORMANCE

In accordance with 44 CFR 13.36(i), the OSMB's performance is conditioned upon the County's compliance with federal, state and local laws and regulations, including but not limited to, the following:

- 8.1** County shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in 2 CFR Part 200.
- 8.2** The applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. County shall ensure any organization to which funds are passed comply with CFR and OMB requirements
- 8.3** All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection County regulations (40 CFR part 15).
- 8.4** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
- 8.5** The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.6** The Davis-Bacon Act (40 U.S.C. 276a to 276a -7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.7** Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

SECTION 9: REPRESENTATIONS AND WARRANTIES

County represents and warrants to OSMB that:

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

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION

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

OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 11: CONTRIBUTION

- 11.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.
- 11.2** With respect to a Third Party Claim for which OSMB is jointly liable with County (or would be if joined in the Third Party Claim), OSMB shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB’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.
- 11.3** With respect to a Third Party Claim for which County is jointly liable with OSMB (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of County on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 12: COUNTY DEFAULT

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

- 12.1** County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 12.2** Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- 12.3** County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated as bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 12.4** A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 13: OSMB DEFAULT

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

SECTION 14: REMEDIES

- 14.1** In the event County is in default under Section 12, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 17, (b) reducing or

withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 15 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 14.2** In the event OSMB is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 17.3.3, or in the event OSMB terminates this Agreement under Sections 17.2.1, 17.2.2, 17.2.3, or 17.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against County. In no event will OSMB be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 14.2, County shall promptly pay any excess to OSMB.

SECTION 15: RECOVERY OF OVERPAYMENTS

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

SECTION 16: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 17: TERMINATION

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

17.2 OSMB may terminate this Agreement as follows:

17.2.1 Upon 30 days advance written notice to County;

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

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

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

17.2.5 As otherwise expressly provided in this Agreement.

17.3 County may terminate this Agreement as follows:

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

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

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

17.3.4 As otherwise expressly provided in this Agreement.

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

SECTION 18: INSURANCE

County shall maintain insurance as set forth in Exhibit D, attached hereto and incorporated

herein by this reference.

SECTION 19: NONAPPROPRIATION

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

SECTION 20: AMENDMENTS

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

SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 6,10, 11, 15, 16 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 23: SEVERABILITY

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

held to be invalid.

SECTION 24: COUNTERPARTS

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

SECTION 25: COMPLIANCE WITH LAW

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

SECTION 26: INDEPENDENT CONTRACTORS

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

SECTION 27: INTENDED BENEFICIARIES

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

SECTION 28: FORCE MAJEURE

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 29: SECURITY INTEREST

County, in consideration of OSMB's provision of services described in Exhibit A, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants OSMB a continuing security interest in and so pledges and assigns to OSMB all of

the rights of County and all proceeds and products in the boats and equipment purchased pursuant to OSMB's authority under ORS 830.140, including, but not limited to this agreement ("Collateral"). County hereby irrevocably authorizes OSMB at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any financing statements and amendments thereto to complete the attachment, perfection and first priority of, and the ability of OSMB to enforce, OSMB's security interest in the Collateral, including, but not limited to, causing OSMB's name to be noted as secured party on any certificate of title for a titled good. County will not, or will not offer to, sell or otherwise dispose of the Collateral or any interest in the Collateral except with receipt of OSMB's prior written approval. Upon the failure by County to keep, observe or perform any provision of this agreement, without any other notice to or demand upon County, OSMB shall have in any jurisdiction in which enforcement of this agreement is sought, in addition to all other rights and remedies, all rights, privileges, powers and remedies of a secured creditor provided by the Uniform Commercial Code and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which the Collateral or a part thereof is located, at law, in equity, or otherwise, including, without limitation, its right to take immediate possession of the Collateral.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

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

SECTION 31: SUBCONTRACTS

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

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

SECTION 32: TIME IS OF THE ESSENCE

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

SECTION 33: MERGER, WAIVER

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

SECTION 34: RECORDS MAINTENANCE AND ACCESS

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

SECTION 35: HEADINGS

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

SECTION 36: ADDITIONAL REQUIREMENTS

County shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 37: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Boating Safety Action Plan), Exhibit C (Federal Assurances), and Exhibit D (Insurances).

SECTION 38: SIGNATURES

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

STATE OF OREGON acting by and through its State Marine Board

Larry Warren, Director

Date

Crook County Sheriff's Office

County Sheriff

Date

Signature

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

DOJ Attorney

Date

EXHIBIT A

STATEMENT OF WORK

THE COUNTY AGREES TO:

- A. Enforce the applicable provisions of the Oregon Revised Statutes, Chapters 830 and 704 and Oregon Administrative Rules, Chapter 250.
- B. Investigate complaints of boating law violations and boating accidents as specified in the current version of the OSMB Policy and Procedures Manual, incorporated by reference herein.
- C. Alert the public to unsafe boating conditions.
- D. Assign duties under this agreement to personnel who have completed training and received certification at the Marine Law Enforcement Academy. Boating law enforcement personnel assigned by the County shall be mentally and physically capable of performing required duties. Standards of performance, discipline of officers and the control of personnel performing services pursuant to this agreement shall be the responsibility of the County. County agrees that assigned personnel shall wear a Coast Guard approved personal flotation device (life jacket) while on board a boat.
- E. Provide assistance to boaters and provide search and rescue services as noted in the policy and procedures manual.
- F. Provide law enforcement examinations of boats.
- G. Carry out all aspects of the Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B, attached here to and incorporated by reference herein.
- H. Provide OSMB with a revised Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B attached here to and incorporated by reference herein no later than MONTH DD for every year the Agreement is effective.
- I. Provide OSMB with monthly activity reports to the OSMB database by the end of each month.
- J. Send quarterly invoices to: Boating Safety Program Fiscal Analyst, Oregon State Marine Board, and 435 Commercial St. NE, Salem, OR 97309. Invoices must be submitted within 45 days following the end of the quarter.
- K. Furnish and supply all necessary labor, supervision, equipment, communications, facilities and supplies necessary to provide the level of service required to fulfill this

agreement.

- L. Submit all requests for boat and related equipment repairs, to which OSMB holds title, to OSMB for approval. Approval is also required for the vendor providing the services.

OSMB AGREES TO:

- A. Provide County an orientation to OSMB policies, regulations, and administrative rules necessary to meet the purpose of this agreement.
- B. Provide required training through the Marine Law Enforcement Academy held once a year.
- C. Provide funds for the purchase of patrol boats, required equipment, fuel, and boat maintenance.
- D. Provide access to and training for the use of OSMB's law enforcement data base.
- E. Make payment to County within 45 days of receiving and approving invoice from County.

EXHIBIT B
(BOATING SAFETY ACTION PLAN)

(SEE ATTACHED)

EXHIBIT C

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

EXHIBIT D

INSURANCE

During the term of this agreement, the County shall provide insurance to cover all loss; damage or injury to the equipment purchased under this agreement, in an amount no less than the purchase price thereof. Such insurance shall be provided by the County through an insurer duly authorized to do business in the State of Oregon but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the County received prior written direction or authorization from the OSMB to otherwise dispose of the proceeds.

6/16/21 18



Boating Safety Annual Action Plan

for CROOK COUNTY SHERIFF'S OFFICE

Agency

Address: 308 NE 2nd St, Prineville, OR 97754

Phone #: 541-416-3969

Contact for Questions: Michael Ryan, Commander

Patrol Hours:	3260
Program Hours:	3260
Total Hours:	6520

**Total Available Hours
from Page 7**

6,520.00

Your Action Plan Overview

Crook County will continue to focus on risk intervention as well as high speed accidents and collisions, additionally we continue to focus on BUII and drinking in general while boating. Crook County had a productive 2020-2021 year, despite low lake levels on both water bodies. Our on water intervention continue to be higher that previous years. This year our goal is to continue to increase our productivity. Water levels are looking like they will be lower throughout the season. This could result in much lower lake levels resulting in higher density activity. This will be much more pronounced if the state COVID situation improves increasing recreation. Intervention inspections and static inspection will remain our focus. As always the Marine Group will continue efforts on BUII, Unsafe / Reckless Operation, Fail to Maintain. Areas of focus will remain Prineville and Ochoco Reservoirs.

Annual Patrol Plan: 3260 Hours

Prineville Reservoir is the largest water body in Crook County measuring approximately 15 miles in length. In addition to Prineville Reservoir the Crook County Sheriff's Office is also responsible for patrolling the Ochoco Reservoir, Walton Lake, Antelope Reservoir and the Crooked River.

Prineville Reservoir is by far the busiest and most visited body of water in Crook County. The Marine Deputies spend most of their time patrolling on the Prineville Reservoir. We have mooring available to us at the Prineville Reservoir State Park; therefore, we keep our boats at this location to cut down on travel and launch times.

This year on Prineville Reservoir we will be patrolling the entire Prineville Reservoir, with an emphasis on some of the heavier used areas of the Reservoir. These areas include the Prineville Reservoir State Park, Roberts Bay, Jasper Point, the Bear Creek Arm and the east end of the Reservoir in a no wake area. After the completion of the boat ramp and expansion of the parking lot at Powder House Cove, we have seen an increase in boaters from the Bend area.

The Marine Deputies will be focusing on intervention inspections versus static inspections to increase our visible operations on the water. The Sheriff's Office will also be concentrating our efforts on looking for Unsafe Operation, Reckless Operation, Fail to Maintain a Lookout and BUll.

The Ochoco Reservoir is the second largest body of water in Crook County. Even though the Ochoco Reservoir does not attract as much attention to visitors from outside of Central Oregon, it is the closest body of water to Prineville; therefore, it experiences a lot of local boating traffic.

This year on the Ochoco Reservoir we will be patrolling the entire Reservoir, with an emphasis on some of the heavier used areas of the Reservoir. These areas include near the County Park/ boat launch, and around the dam.

As for Walton Lake and Antelope Reservoir, they are both located approximately 1-1/2 hours from Prineville. They are both very small water bodies, with the primary recreation being fishing. Neither of these reservoirs are patrolled by boat, they are patrolled by doing shore patrols. Unless there is an issue that comes up at one of these lakes they are normally only patrolled once per week. Because of their size, we typically don't have any specific problem areas on either body of water; however, we still make our presence known once per week to deter any potential problems.

The Crooked River is a stretch of river that flows along Highway 27/Crooked River Highway from Prineville to the Prineville Reservoir Dam at MP 20 on Highway 27. There are 11 campgrounds along the Crooked River and these are patrolled daily. The patrols are conducted mainly by Marine Deputies and BOR Deputies; however, they are also patrolled by Patrol Deputies at times as well.

The primary form of recreation on the Crooked River is in the form of fishing. In the early part of the season there is also enough water flow for kayaks, canoes and rafts. As the weather gets hotter and water levels begin to drop, this changes to people on inner tubes, mattresses and rafts.



County/Agency: CROOK COUNTY SHERIFF'S OFFICE

Annual Program Plan 3260 Hours	
Instructor Training	Expectation: Note personnel involved or willing to be involved in providing training on OSMB behalf. Participation pre-approved by training coordinator.
	Due to funding and staffing levels the Crook County Sheriff's Office is not anticipating providing any training on behalf of the OSMB.
Training	Expectation: New or inexperienced DPSST certified marine officers will complete Marine Law Enforcement Academy, Drift Boat, White Water, Swift Water Rescue and other training as appropriate, and attend pre- and post-season meetings, if possible.
	The two Marine Deputies are planning on attending the pre and post season meetings. One Division Commander would like to attend Marine Deputy Training (DPSST)
Non-OSMB Training	Expectation: Training as per program standards to maintain high level of police skill, performance and certifications.
	Swim standards and CPR/First Aid training for the two new Marine Aid positions. Marine Deputies will participate in continuing education related to positions.
Maintenance	Expectation: Perform regular and appropriate maintenance such as winterization, oil changes, trailer bearings, basic repairs and other preventative work as needed.
	Crook County Marine Deputies change the oil in boats and perform weekly maintenance checks. All repairs and winterization for the boats is done in Madras at Madras Marine if possible. When not in use the boats are either moored at the Prineville Reservoir or kept in a secure building rented by the Crook County Sheriff's Office to assure that they are in good working condition and ready to respond if/when needed.
Waterway Markers	Expectation: Map and track OSMB-funded or approved waterway markers, maintain and confirm locations as per ORS, OAR, safety and informational requirements, maintain inventory.
	Starting in May Marine Deputies place buoys out on Prineville and Ochoco Reservoirs. They also make any necessary repairs to shore markers and ramp maps. As the season progresses the deputies will be assessing the need to repair, replace or move the buoys as the water levels recede and hazards begin to appear

Hazard Mitigation	Expectation: Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	As the season progresses the deputies will be assessing the need to repair, replace or move the buoys as the water levels recede and hazards begin to appear.
Abandoned Boats	Expectation: Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	If/when an incident arises the Crook County Sheriff's Office Marine Deputies will respond and handle the incident with the OSMB Abandoned Vessel Program Manager.
Education	Expectation 1: Plan and implement public outreach strategies that teach public basic on-water safety skills. Expectation 2: Provide directly or through partners equivalency exam opportunities in your county.
	The Marine Deputies attend the Central Oregon Sportsman Show in Deschutes County in March. This is an annual event that the Marine Deputies attend. While at the Sportsman Show they meet with the public, hand out brochures/ boating materials, answer questions and offer mandatory education classes. The Marine Deputies also participate each year in the Cast for Kids event. At least one of the Marine Deputies also attends the grade schools "outdoor day" where the children learn about life vests and water safety.
Trailing/ Travel	Expectation: Note necessary trailering and traveling times specific to your AOR.
	For the Prineville Reservoir trailering time is at the beginning of the season and end of the season, due to having mooring available. If a need arises to remove a boat for maintenance, there is a maintenance trailer available at the reservoir. The Marine Deputies also trailer a boat once a week to the Ochoco Reservoir. This trip is less than one hour per week.
Accident Investigation	Expectation: Follow investigation protocols. Notify Boat Accident Investigation Team of fatal or serious accidents. Fully evaluate for BUII. Complete reports within timeframe.
	Crook County has not experienced a fatal or serious injury accident on a body of water in several years, (with the exception of a recent drowning from an overturned canoe). If such an incident should occur the Marine Deputies would respond along with the on duty Patrol Sergeant, the Criminal Detective and Patrol Deputies. The investigation would include evaluating the boat operator for BUII, following investigation protocols and notifying the Boat Accident Investigation Team.
Administrative	Expectation: Office duties required for program operations.
	This includes the on-line database and required paperwork, court appearances, typing reports, scheduling, time sheets, quarterly reports and the yearly budget proposal.
HINS/Livery/ Moorage Checks	Expectation: Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.
	The Marine Deputies conduct approximately 15-20 HIN inspections each year as needed. Crook County does not have any rental facilities on any bodies of water. On occasion, a rental jet ski or boat will come to Prineville Reservoir from outside the area. The Marine Deputies have educated staff at the moorage at Prineville Reservoir regarding hot decks and they frequently check for safety issues.

**Note: Programs are monitored for Road Patrol Assistance and other non-marine activities. Hours should be incidental to program. Also, avoid non-marine operations that cause overtime hours to be charged to marine funding.*

Boating Safety Program Proposed Costs



County/Agency: CROOK COUNTY SHERIF

21-23

Allocation (some may not apply)	OSMB	County/Agency Contribution
		\$3,000.00
LE Allocation:	\$186,598.00	
Boat Allocation:		
Special Emphasis:		
Total:	\$186,598.00	\$3,000.00
Proposed Program Costs:		
	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	\$146,134.80	\$0.00
2. Operations and Maintenance (Must match totals on Form B)	\$40,463.76	\$3,000.00
3. Boat		
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	\$186,598.56	\$3,000.00

County/Agency Authorized Representative:

Signature

Michael Ryan, Commander

Typed Name

2/12/2021

Date

541-416-3969

Telephone



Boating Safety Program

Proposed Personnel Costs – Form A

Note: “# of Hours” equals staff time dedicated to marine program. This may include overhead such as personal leave but should be proportional to their position (2080 hrs is full time). Note that total hours should be consistent with combined “Patrol” and “Program” hours on page 1.

County/Agency: **CROOK COUNTY SHERIF**

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Jerry Stone	Marine Dep	1,680.00	\$27.89	\$46,855.20	\$46,855.20	\$0.00
2. Al Maich	Marine Dep	1,680.00	\$27.89	\$46,855.20	\$46,855.20	\$0.00
3. TBD	Marine Aid	1,580.00	\$16.59	\$26,212.20	\$26,212.20	\$0.00
4. TBD	Marine Aid	1,580.00	\$16.59	\$26,212.20	\$26,212.20	\$0.00
5.				\$0.00		
6.				\$0.00		
7.				\$0.00		
8.				\$0.00		
9.				\$0.00		
10.				\$0.00		
11.				\$0.00		
12.				\$0.00		
13.				\$0.00		
14.				\$0.00		
15.				\$0.00		
16.				\$0.00		
17.				\$0.00		
18.				\$0.00		
19.				\$0.00		
20.				\$0.00		
21. Sub-Total (lines 1 thru 20)		6,520.00		\$146,134.80	\$146,134.80	\$0.00
22. Overtime (cannot exceed 5% of OSMB's amount on line 21)						
23. Total Proposed Personnel Costs (lines 21 + 22)					\$146,134.80	\$0.00

Boating Safety Program Proposed Operations & Maintenance Costs – Form B



County/Agency: CROOK COUNTY SHERII
:

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
A. Fuel: Vehicle 2,832.00 gallons @ \$ \$2.49 per gallon Boat 3,108.00 gallons @ \$ \$4.26 per gallon <div style="text-align: right; margin-top: 10px;">Subtotal of A:</div>	 \$7,051.68 \$13,240.08 \$20,291.76	 \$7,051.68 \$13,240.08 \$20,291.76	 \$0.00
B. Vehicle Lease			
C. Moorage	\$6,000.00	\$6,000.00	
D. Expendable Supplies – (\$500 max/each item) specify: 1. Misc. tools, equipment and supplies 2. PDF's, Lines, Fire Extinguishers, First Aid Supplies 3. 4. <div style="text-align: right; margin-top: 10px;">Subtotal of D:</div>	 \$1,000.00 \$800.00 \$1,800.00	 \$1,000.00 \$800.00 \$1,800.00	 \$0.00
E. Maintenance – Refer to your annual maintenance service plan, enter data: Identify by OR # and make: 1. Boat 1, 2011 Rogue Jet & Trailer OR409XCX 2. Boat 2, 2019 River Wild Jet & Trailer OR739XCX 3. Boat 1, 2011 - RIB Liner repair or replacement (carry over from 2020-2021) 4. 5. 6. <div style="text-align: right; margin-top: 10px;">Subtotal of E:</div>	 \$2,000.00 \$2,000.00 \$2,720.00 \$6,720.00	 \$2,000.00 \$2,000.00 \$2,720.00 \$6,720.00	 \$0.00
F. Insurance – (specify Insurance Company & policy #): City County Insurance #BO-CRKC-2020			
G. Non-OSMB Training – specify: 1. 2. 3. 4. <div style="text-align: right; margin-top: 10px;">Subtotal of G:</div>	 \$0.00	 \$0.00	 \$0.00

H. Training Attending– specify:			
1. Drift:			
2. Jet:			
3. Academy: 1 Marine Deputy Academy per year	\$2,652.00	\$2,652.00	
4. Other: Pre and post season conferences (3 People) per year	\$3,000.00	\$3,000.00	
Subtotal of H:	\$5,652.00	\$5,652.00	\$0.00
I. Other – specify:			
1. Telephone	\$2,000.00	\$0.00	\$2,000.00
2. Uniformes	\$1,000.00	\$0.00	\$1,000.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal of I:	\$3,000.00	\$0.00	\$3,000.00
Subtotal:	\$43,463.76	\$40,463.76	\$3,000.00

Crook County Counsel's Office

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



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 6/28/2021

RE: Proposed Order 2021-38 re Public Health Administrator
Our File No.: HEALTH A

The State of Oregon requires that the County appoint a successor to the role of Local Public Health Administrator upon Muriel DelaVergne-Brown's retirement, in accordance with ORS 431.418.

The County would like to appoint Katie Plumb, the current Deputy Director, as the incoming Local Public Health Administrator, effective 6.21.2021.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

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

IN THE MATTER OF APPOINTING)
A PUBLIC HEALTH ADMIN-)
ISTRATOR FOR THE LOCAL) ORDER NO. 2021-38
PUBLIC HEALTH AUTHORITY)

WHEREAS, Crook County's public health director, Muriel DelaVergne-Brown, has recently retired after decades of public service; and

WHEREAS, among the roles she served was as local public health administrator, in accordance with ORS 431.418; and

WHEREAS, the County needs to appoint a successor to the role of local public health administrator.

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that:

Section 1. The County appoints Katie Plumb, Crook County public health director, to serve in the role as local public health administrator, effective on June 21, 2021.

Section 2. In furtherance of these duties, Ms. Plumb will act in accordance with ORS 431.418, including but not limited to:

- Serve as the executive secretary of the local public health authority, act as the administrator of the local health department, and supervise the officers and employees appointed by the County and pursuant to law.
- Appoint, subject to the approval of the County, administrators, medical officers, public health nurses, environmental health specialists and such employees necessary to carry out the duties of the local public health administrator under ORS 431.001 to 431.550 and 431.990 and any other public health law of the State of Oregon.
- Provide at appropriate intervals the local public health authority information concerning the activities of the local health department and submit an annual budget for the approval of the Crook County Court.
- Act as the agent of the Oregon Health Authority in enforcing state public health laws and rules of the authority, including such sanitary inspection of hospitals and related institutions as may be requested by OHA.
- Perform any other duty required by law.

Section Three: The local public health administrator will serve until removed by the Crook County Court. The local public health administrator may not engage in an occupation that conflicts with the local public health administrator's official duties and will devote sufficient time to fulfilling the requirements of this appointment. The local public health administrator will receive a salary fixed by the County Court and will be reimbursed for actual and necessary expenses incurred in the performance of duties, in accordance with County policies.

Section Four: Pursuant to ORS 431.440, the local public health administrator has the powers of constables or other peace officers in matters pertaining to the public health.

Section Five: Nothing in this Order 2021-38 alters or amends the At Will employment status for the public health director.

DATED this _____ day of _____, 2021.

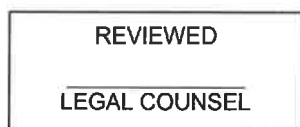
CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

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



**Adult Abuse Investigations
MOU #: 2021-494**

EFFECTIVE DATE: The effective date of this Memorandum of Understanding (MOU) shall be July 1, 2021. Unless extended or terminated earlier in accordance with its terms, this MOU shall terminate on June 30, 2023.

PARTIES: Crook County, a political subdivision of the State of Oregon, acting by and through the Crook County Health Department, Public Health Division (hereinafter referred to as "Crook County"), and Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Intellectual Developmental Disability Services (hereinafter referred to as "Deschutes County"); collectively referred to as "Parties" or individually referred to as "Party."

BACKGROUND AND PURPOSE: This MOU supersedes and replaces any previous MOU, contract and/or corresponding communications between applicable Parties with regards to the subject matter thereof. The intent of this MOU is to set forth the terms and understanding between all Parties to more formally outline roles and responsibilities that support the Adult Abuse Investigation Services once a referral is initiated.

In accordance with Oregon Health Authority regulations, (DD 55 Services) Abuse Investigation Services for adults include responding to abuse allegations, accessing protective services in coordination with case management entities, and assuring that the abuse allegations are appropriately investigated and reported. Crook County has authorized Deschutes County to perform abuse investigation activities for Crook County residents. Applicable OHA standards and procedures have been incorporated into this MOU and attached herein as Exhibit 1.

RESPONSIBILITIES OF EACH PARTY

1. Each Party agrees to receive, or otherwise have access to, certain information that is confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively "HIPAA") and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act").
2. When requesting information regarding a client/patient, Parties agree to obtain appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA and 42 CFR part 2. All Parties must obtain, and maintain in the file of the individual receiving the services, appropriately signed and dated releases of information and consents to care for each such individual prior to commencement of services.
3. Each Party may access protected health information of the mutual client/patient only upon direct request by the provider that is providing, or has provided, care to that client/patient. In the case where direct provider request is not documented, each Party agrees to recognize the appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA, and 42 CFR part 2.
4. Each Party is responsible for their own acts, omissions, and liabilities and assumes full responsibility for the actions of such their own officials, employees, and agents. Each Party shall defend, indemnify, and hold harmless the other Parties for claims arising from the actions of the Party, its officials, employees and agents.
5. Any compliance issues, complaints or conflicts between Parties related to this MOU and not resolved through initial discussion between the Parties shall be submitted in writing to DCHS Public Health Deputy Director and the Crook County and Jefferson County Directors. The DCHS Deputy Director and Directors will conduct fact finding and facilitate a compromise and/or initiate mediation.
6. The Parties agree that any applicable term required by the provisions of OHA intergovernmental agreement #157821 which are required to be incorporated into any subagreements are by this reference incorporated into and made a part of this MOU #2021-494.

CROOK COUNTY:

1. Coordinate and collaborate with Deschutes County regarding any referral or report of alleged abuse where an abuse investigation is opened.

DESCHUTES COUNTY:

1. Upon receipt of any report of alleged abuse, neglect or upon receipt of a report of a death that appears to be of suspicious origin, Deschutes County will open an investigation.
2. Eligibility criteria for an abuse investigation shall be as follows:
 - A. Diagnosed as Developmentally Disabled and eighteen (18) years or older;
 - B. Receiving case management services in Deschutes or Crook County;
 - C. Receiving any Oregon Department of Human Services (DHS) funded services for individuals;
 - D. Adults previously determined eligible for developmental disability services and voluntarily terminated from services;
 - E. Physically located within the Deschutes County or Crook County jurisdictional boundaries.

CONFIDENTIALITY:

In addition to the obligations imposed upon the Parties outlined in applicable law, each Party agrees to maintain confidentiality of information obtained pursuant to this MOU as follows:

It is agreed upon, by, and between all Parties that all participants in this project have an obligation to safeguard confidential information and records to which they have access or become aware of during the term in which services ("data") is being provided or exchanged. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that all Parties understand the obligation to maintain the confidentiality of information and records which any individual Party may access or become aware of while working in collaboration regarding this Project. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of any Party who improperly uses, discloses or releases confidential information or records will be subject to legal action, which may also include termination of this MOU. Except as is necessary to perform official work with, no Party is authorized to use, disclose or release any information or records to which the Party has access or becomes aware of during the term of the MOU in which services are being provided without the express written approval of the applicable Party's Department Director or Program Manager.

The Parties agree to abide by the laws and policies governing confidentiality by signing this MOU. If at any time, any Party has any questions regarding confidentiality laws or policies or regarding that Party's obligation to maintain the confidentiality of any information or records, that Party shall contact the applicable Party's Department Director, Program Manager or Privacy Officer.

BY SIGNING THIS MEMORANDUM OF UNDERSTANDING, EACH PARTY CERTIFIES THAT THE PARTY HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY STATEMENT, THAT THE PARTY HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT THE PARTY WILL ABIDE BY THOSE LAWS AND POLICIES. EACH PARTY FURTHER UNDERSTANDS AND AGREES THAT, IF THE PARTY IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, THE APPLICABLE PARTY WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THIS MEMORANDUM OF UNDERSTANDING.

COMPENSATION: NONE.

TERMINATION:

1. Voluntary Termination. Any individual Party may terminate its participation in this MOU for any reason upon thirty (30) calendar day's prior written notice to the other Parties. The termination by one Party does not operate to terminate the MOU as regards any other Party or Parties.
2. Termination for Cause. If any Party is in breach of this MOU, and that breach is not entirely cured within fifteen (15) calendar days' prior written notice from any non-breaching Party, the breaching Party may be immediately terminated from this MOU upon written notice of a majority vote of the non-breaching Parties. In the event that a notice of breach was sent to any Party, the breach was not cured within fifteen (15) calendar days, and a majority of the non-breaching Parties does not vote to terminate the breaching Party, any Party may immediately terminate its participation in this MOU upon written notice to the other Parties. The termination of any one Party does not operate to terminate the MOU as regards any other Party or Parties.
3. The written notice will be deposited with the United States Postal Service; either registered or certified, postage prepaid, or can be personally delivered to the addresses listed below:

<u>To Crook County:</u>	<u>To Deschutes County:</u>
Rick Treleaven	Janice Garceau, Deputy Director
CEO, Bestcare Treatment Services	Deschutes County Health Services
PO Box 1710	2577 NE Courtney Dr.
Redmond, OR 97756	Bend, Oregon 97701
Fax No. (541) 504-1195	Fax No. 541-322-7565
Rick Treleaven <rickt@bestcaretreatment.org>	janice.garceau@deschutes.org

<u>To Crook County – for Contract Notices:</u>	<u>To Deschutes County – for Contract Notices:</u>
Eric Blaine	Grace Justice Evans, Contract Specialist
Crook County Counsel	Deschutes County Health Services
300 NE 3 rd Street	2577 NE Courtney Dr.
Prineville, OR 97754	Bend, Oregon 97701
eric.blaine@co.crook.or.us	grace.evans@deschutes.org

GENERAL PROVISIONS:

1. To the fullest extent authorized by law and to the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each Party shall defend, save, hold harmless and indemnify the other as well as their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of that Party or their officers, employees, contractors, or agents under this arrangement.
2. Each Party involved in a claim shall have control of the defense and settlement of any claim that is subject to subparagraph 1 of this paragraph; however no Party nor any attorney engaged by a party shall defend the claim in the name of any other Party, nor purport to act as legal representative of any other Party without first receiving from that Party's legal counsel, in a form and manner determined appropriate by the Party's legal counsel, authority to act as legal counsel for that Party, nor shall a party settle any claim on behalf of any other Party without the approval of the Parties' legal counsel.
3. It is agreed and understood that each Party is providing these services as an independent contractor, and not as an employee or agent of the other Party.
4. Amendment - The terms of this arrangement may be modified by amendment; the amendment shall be signed by all Parties and fully executed before the modified terms may take effect.
5. Assignment – No Party may assign this arrangement, in whole or in part, without the prior written consent of the other Parties.

- 6. Governing Law and Venue – Any dispute under this arrangement shall be governed by Oregon law with venue being located in Deschutes County, Oregon.
- 7. Severability – If any part of this arrangement shall be held unenforceable, the rest of this arrangement will remain in full force and effect.

ENTIRE MOU: Memorandum of Understanding (MOU) hereto, constitutes the entire MOU between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties. If any, whether written or oral, concerning the subject matter of this MOU which are not fully expressed herein. This MOU may not be modified except in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly appointed officers the first date written below.

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Date: _____

DESCHUTES COUNTY HEALTH SERVICES

**Adult Abuse Investigations
OHA Service Element 55 Standards and Procedures
MOU #: 2021-494**

Effective Date: July 1, 2019
Service Name: Abuse Investigation Services
Service ID Code: DD 55

1. Overview.

Abuse Investigation Services (DD 55 Services) for adults include responding to abuse allegations, accessing protective services in coordination with case management entities, and assuring that the abuse allegations are appropriately investigated and reported. County must operate a Community Developmental Disabilities Program (CDDP), or have a service agreement with another CDDP, to perform abuse investigation activities included in the DD 55 Services.

2. Standards and Procedures.

a. General Performance Requirements

- (1) When providing DD55 Services for DHS, County will:
 - (a) Comply with OAR Chapter 411, Division 320 "Community Developmental Disabilities Program", as such rules may be revised from time to time.
 - (b) Comply with OAR Chapter 407, Division 045 "Office of Adult Abuse Prevention and Investigations", as such rules may be revised from time to time.
 - (c) Comply with DHS policies and procedures and DHS Transmittals requesting action or providing policy information.
- (2) County must employ, or have an agreement with an identified CDDP or Subcontractor to employ, individuals as abuse investigators to perform abuse investigation activities which includes the provision of DD 55 Services in a geographic Program Area and who will be referred to as the "Abuse Investigator".
- (3) The County, CDDP, or Subcontractor shall employ and provide training for all staff indicated in the workload model for Abuse Investigation Services within the funding allotted.
- (4) Investigators must use OTIS approved forms and procedures for mandatory abuse reporting, accessing protective services, and investigation and documentation of findings regarding abuse allegations.
- (5) Investigators must complete the abuse investigation duties within the timelines outlined in rule. Any variance to the investigation rules in OAR

Chapter 407, Division 45 "Office of Adult Abuse Prevention and Investigations" must be reviewed and approved by OTIS.

- (6) Investigators must participate in quarterly meetings held by OTIS.
 - (7) Investigators must participate in the county multidisciplinary team relative to ORS 430.739 "County multidisciplinary teams; protocols; reports" and provide any requested data and information needed to comply with ORS 403.739 and OAR Chapter 407, Division 45.
 - (8) Per ORS 430.731(3) a person employed by a CDDP to provide Case Management Services may not serve as the lead investigator of an allegation of abuse of a person with a developmental disability.
 - (9) A CDDP may identify a back-up Abuse Investigator who is also a case manager or Services Coordinator. Back-up Abuse Investigators must complete the Investigator Core Competencies training as delivered by OTIS. A back-up Abuse Investigator may be used in a situation where the primary Abuse Investigator is absent or temporarily unavailable. If a case manager is the back-up Abuse Investigator, the case manager cannot serve as the investigator for an allegation involving an adult they case manage.
 - (10) In circumstances where a CDDP may have a potential conflict of interest, OTIS should be consulted as prescribed in OAR Chapter 407, Division 45. A conflict of interest is limited to cases where a CDDP employee is the accused person, there is a familial relationship to the investigator, or the allegation is a highly sensitive issue requiring outside investigation.
 - (a) The Abuse Investigator must consult with investigators in neighboring service areas to coordinate an out of county investigation. Investigators cannot reject a request for an out of county investigation based solely on workload impacts.
 - (b) OTIS, in consultation with the Abuse Investigator, will determine if there is an actual or potential conflict of interest that cannot be remedied through assignment to another abuse investigation provider.
 - (c) OTIS will provide a written response regarding the outcome of the formal request to the original investigator within 24 hours
- b. Special Reporting Requirements**
- Upon DHS' written request, a CDDP will provide data and information relative to the implementation of DD 55 Services within the time specified by DHS in its request to County.

3. Billing and Payment Procedures.

- a.** DHS will provide County with funding for DD 55 Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved County workload model or its funding level for FTE staff.

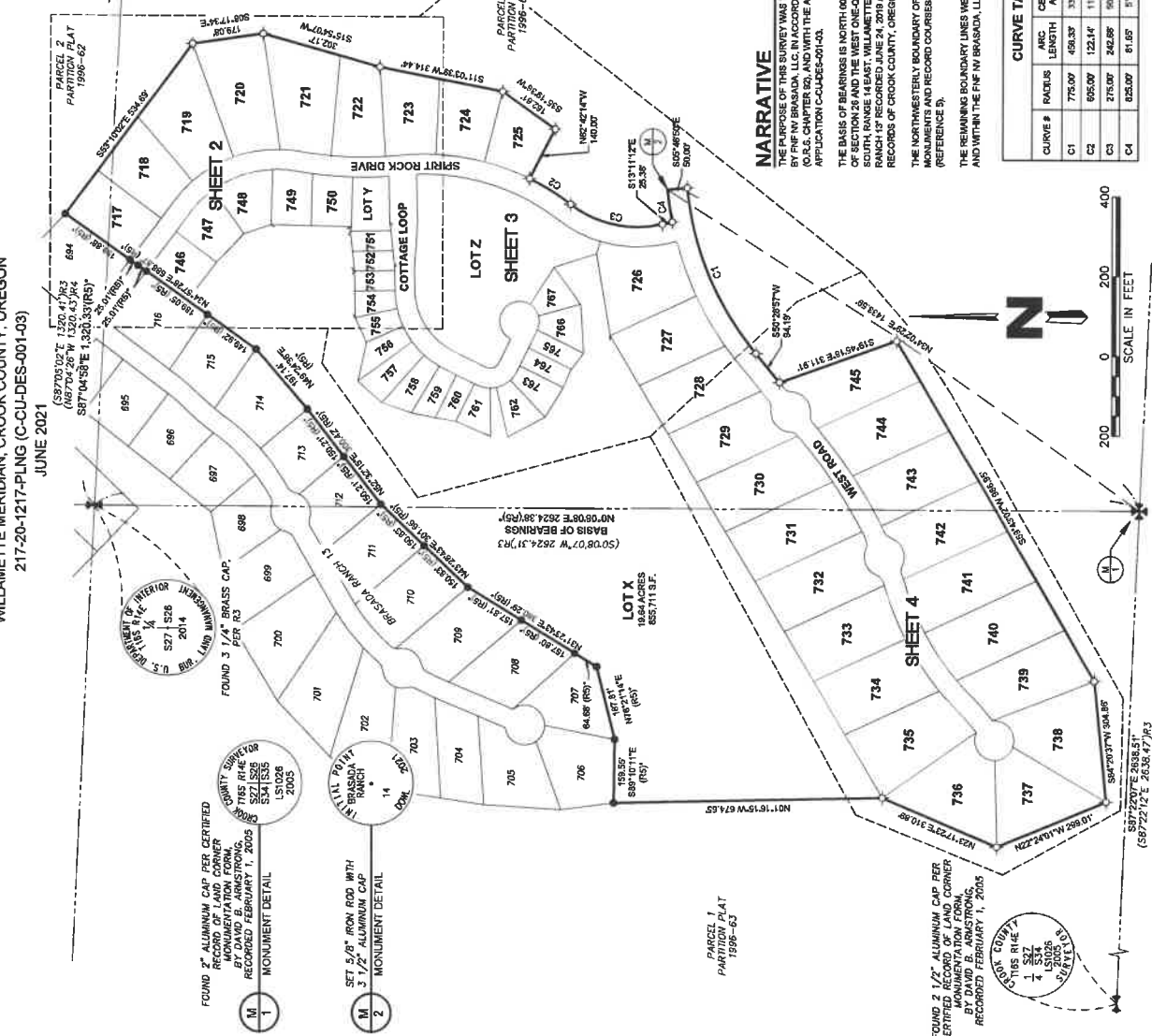
- b.** DHS will disburse funding for DD 55 Services, for a specified period of time, in an amount equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time, subject to the following:
- (1) If County fails to deliver DD 55 Services for part of a month, the funding for DD 55 Services for that month will be prorated and DHS may reduce future disbursements of DD 55 funds accordingly.
 - (2) If requested by DHS, County shall also accept an appropriate SEPA Adjustment to amend funding for DD 55 Services as a result of a CDDP's failure to deliver the DD 55 Services for a full month.

BRASADA RANCH 14

REPLAT OF A PORTION OF PARCEL 2 OF PARTITION PLAT 1996-62, AND A PORTION OF PARCEL 1 AND PARCEL 2 OF PARTITION PLAT 1996-63, LOCATED IN THE WEST ONE-HALF (W1/2) OF SECTION 26 AND THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON

217-20-1217-PLNG (C-CU-DES-001-03)
JUNE 2021

FOUND 3 1/4" BRASS CAP, PER R4



REFERENCES

- (R1) PARTITION PLAT NO. 1996-62, BY DAVID B. ARMSTRONG, L.S. 1026, RECORDED DECEMBER 31, 1996 AS INSTRUMENT NO. MF 2019-291872, OFFICIAL RECORDS OF CROOK COUNTY, OREGON.
- (R2) PARTITION PLAT NO. 1996-63, BY DAVID B. ARMSTRONG, L.S. 1026, RECORDED DECEMBER 31, 1996 AS INSTRUMENT NO. MF 2019-291872, OFFICIAL RECORDS OF CROOK COUNTY, OREGON.
- (R3) BOUNDARY SURVEY, BY DAVID B. ARMSTRONG, L.S. 1026, RECORDED FEBRUARY 1, 2005 AS CROOK COUNTY SURVEY NO. 2423.
- (R4) DEFERRED RESURVEY AND SUBDIVISION OF SECTIONS 25 AND 26 BY THE BUREAU OF LAND MANAGEMENT, OFFICIALLY FILED 01/02/2016.
- (R5) BRASADA RANCH 13, BY BRIAN C. COUGSEN, L.S. 66988, RECORDED JUNE 24, 2019 AS INSTRUMENT NO. MF 2019-291872, OFFICIAL RECORDS OF CROOK COUNTY, OREGON.

LEGEND

- FOUND SECTION CORNER MONUMENT (AS NOTED)
- FOUND QUARTER SECTION MONUMENT (AS NOTED)
- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "DOWN", PER REFERENCED SURVEY
- SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "DOWN", TO BE SET PER POST MONUMENTATION NOTE (SEE SHEET 7)
- 5/8" IRON ROD WITH 1 1/2" ALUMINUM CAP MARKED "DOWN", TO BE SET PER POST MONUMENTATION NOTE (SEE SHEET 7)
- RECORD DATA - SAME AS MEASURED PER REFERENCE NOTED (SEE SHEET 1)
- (7) PUBLIC UTILITY EASEMENT
- PUE SQUARE FEET

AREA SUMMARY

LOTS 717 THRU 767
26.19 ACRES = 1,271,716 S.F.
10.64 ACRES = 567,711 S.F.
LOT 1
0.29 ACRES = 12,664 S.F.
LOT 2
3.04 ACRES = 132,524 S.F.
PRIVATE ROADS
497 ACRES = 216,526 S.F.
TOTAL PLATTED AREA
57.13 ACRES = 2,469,140 S.F.

SHEET INDEX

- SHEET 1 - BOUNDARY, REFERENCES, NARRATIVE AND SHEET LAYOUT
- SHEET 2 - LOTS 717-722, LOTS 746-750, LOT X, LOT Y, AND SPIRIT ROCK ROAD
- SHEET 3 - LOTS 723-727, LOTS 761-767, LOT X, LOT Z, SPIRIT ROCK ROAD, COTTAGE LOOP AND WEST ROAD
- SHEET 4 - LOTS 728-745, LOT X, WEST ROAD
- SHEET 5 - CURVE AND LINE TABLES, PUE DETAILS
- SHEET 6 - NOTES AND SURVEYORS CERTIFICATE
- SHEET 7 - DECLARATION, TAX CERTIFICATIONS, APPROVALS, RECORDATION

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO SUBDIVIDE A PORTION OF THE LANDS OWNED BY PFM W/ BRASADA, LLC, IN ACCORDANCE WITH THE OREGON REBENT STATUTES (O.R.S. CHAPTER 20), AND WITH THE APPROVAL AS GRANTED PER CROOK COUNTY PER APPLICATION C-CU-DES-001-03.

THE BASIS OF BEARINGS IS NORTH BY THE NORTH QUARTER CORNER OF SECTION 26 AND THE WEST ONE-QUARTER CORNER OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN, AS SHOWN ON THE PLAT "BRASADA RANCH 13" RECORDED JUNE 24, 2019 AS INSTRUMENT NO. MF 2019-291872, OFFICIAL RECORDS OF CROOK COUNTY, OREGON.

THE NORTHEASTERLY BOUNDARY OF THE PLAT WAS PLACED BY HOLDING FOUND MONUMENTS AND RECORD COURSES AS SHOWN ON THE PLAT OF BRASADA RANCH 13 (REFERENCE 5).

THE REMAINING BOUNDARY LINES WERE PLACED AT THE DIRECTION OF THE OWNER AND WITHIN THE PFM W/ BRASADA, LLC PROPERTY.

CURVE TABLE			
CURVE #	RADIUS	CENTRAL ANGLE	CHORD
C1	775.00'	49.83°	517.2147M 481.77'
C2	605.00'	123.14°	511.30207M 131.97'
C3	276.00'	242.86°	512.38247M 244.88'
C4	625.00'	61.65°	514.121207M 61.62'

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
DECEMBER 11, 2012
BRIAN C. COUGSEN
66988

RENEW: 12/31/2021
SIGNED:

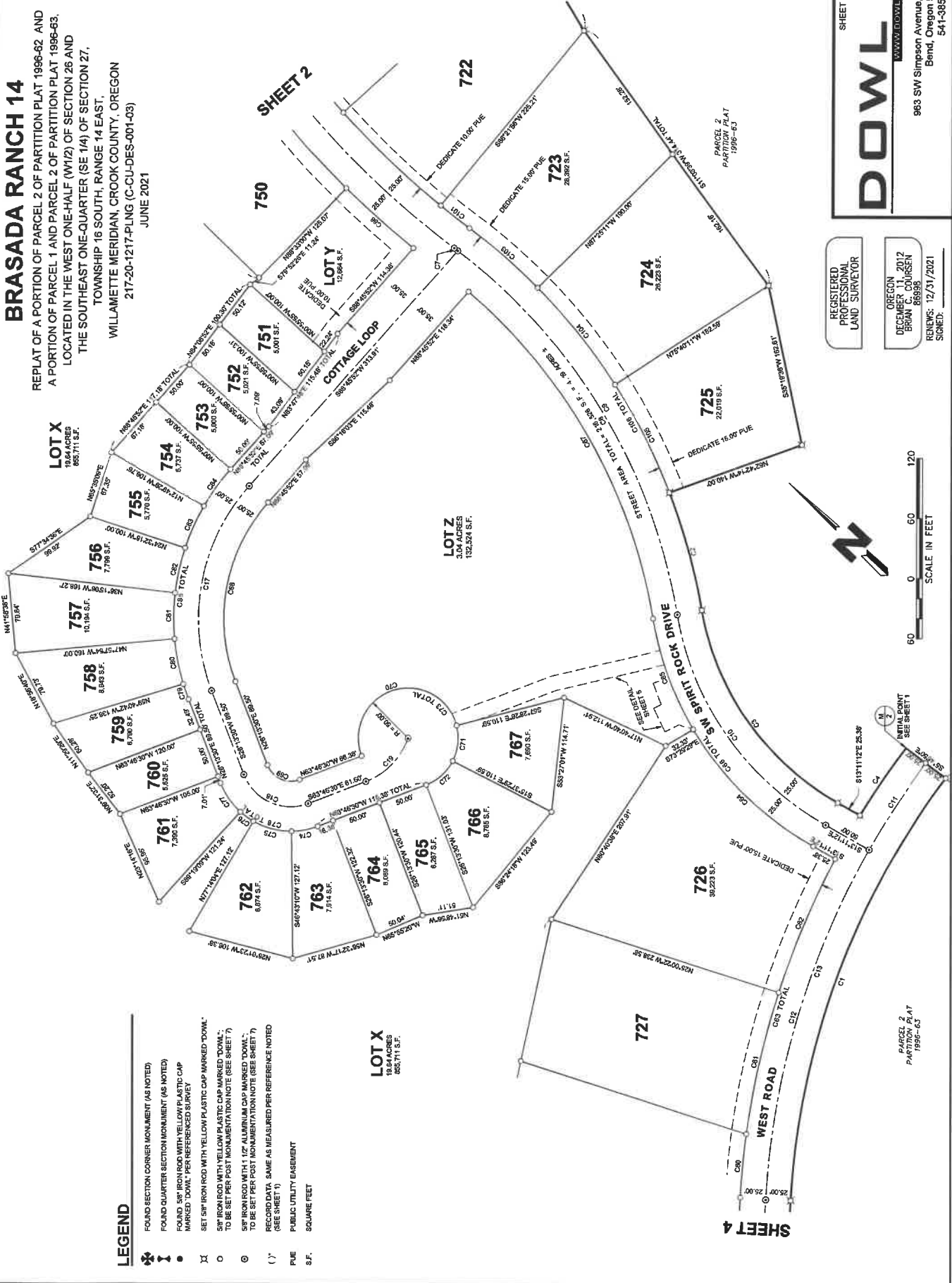
DOWL
WWW.DOWL.COM

963 SW Simpson Avenue, #200
Bend, Oregon 97702
541-385-4772

SHEET 1 OF 7

BRASADA RANCH 14

REPLAT OF A PORTION OF PARCEL 2 OF PARTITION PLAT 1996-62 AND A PORTION OF PARCEL 1 AND PARCEL 2 OF PARTITION PLAT 1996-63, LOCATED IN THE WEST ONE-HALF (W1/2) OF SECTION 26 AND THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON
217-20-1217-PLNG (C-CU-DES-001-03)
JUNE 2021



LEGEND

- ✦ FOUND SECTION CORNER MONUMENT (AS NOTED)
- ⊕ FOUND QUARTER SECTION MONUMENT (AS NOTED)
- MARKED "DOWL" PER REFERENCED SURVEY
- ⊗ SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "DOWL" TO BE SET PER POST MONUMENTATION NOTE (SEE SHEET 7)
- ⊙ SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "DOWL" TO BE SET PER POST MONUMENTATION NOTE (SEE SHEET 7)
- ⊕ SET 1 1/2" ALUMINUM CAP MARKED "DOWL" TO BE SET PER POST MONUMENTATION NOTE (SEE SHEET 7)
- (*) RECORD DATA - SAME AS MEASURED PER REFERENCE NOTED (SEE SHEET 1)
- PUE PUBLIC UTILITY EASEMENT
- S.F. SQUARE FEET

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
DECEMBER 11, 2012
BRIAN C. COURSEN
869995
RENEWED: 12/31/2021
SIGNED:

DOWL
WWW.DOWL.COM
983 SW Simpson Avenue, #200
Bend, Oregon 97702
541-385-4772

SHEET 3 OF 7

BRASADA RANCH 14

REPLAT OF A PORTION OF PARCEL 2 OF PARTITION PLAT 1986-62 AND A PORTION OF PARCEL 1 AND PARCEL 2 OF PARTITION PLAT 1896-63, LOCATED IN THE WEST ONE-HALF (W1/2) OF SECTION 28 AND THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 14 EAST.

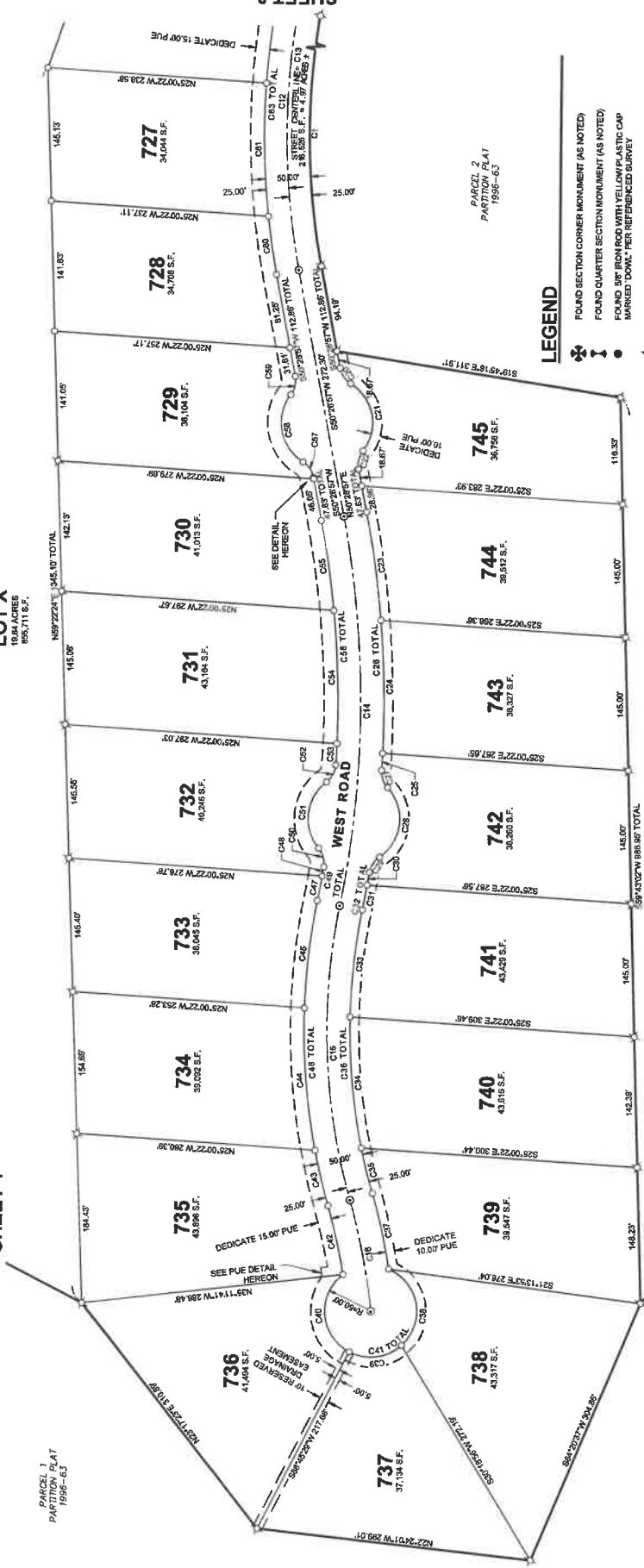
WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON
217-20-1217-PLNG (C-CU-DES-001-03)
JUNE 2021

SHEET 1

LOT X
10.00 S.F.
856.711 S.F.

PARCEL 1
PARTITION PLAT
1986-63

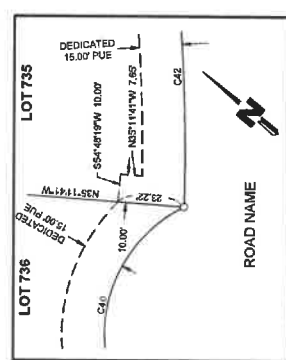
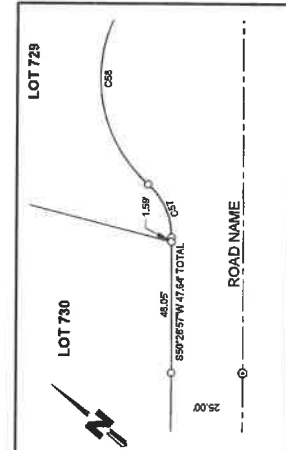
PARCEL 2
PARTITION PLAT
1986-63



SHEET 3

LEGEND

- ✖ FOUND SECTION CORNER MONUMENT (AS NOTED)
- ⊕ FOUND QUARTER SECTION MONUMENT (AS NOTED)
- ⊙ 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED 'DOWN' PER REFERENCED SURVEY
- ⊙ SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED 'DOWN'.
- ⊙ 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED 'DOWN' TO BE SET PER POST MONUMENTATION NOTE (SEE SHEET 7).
- ⊙ 5/8" IRON ROD WITH 1/2" ALUMINUM CAP MARKED 'DOWN' TO BE SET PER POST MONUMENTATION NOTE (SEE SHEET 7).
- (1) RECORDED DATA, SAME AS MEASURED PER REFERENCE NOTED (SEE SHEET 1)
- PUE PUBLIC UTILITY EASEMENT
- S.F. SQUARE FEET



REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
DECEMBER 31, 2012
BRIAN C. COUSSEY
86995
RENEWALS: 12/31/2021
SIGNED: _____

DOWL

963 SW Simpson Avenue, #200
Bend, Oregon 97702
541-385-4772
WWW.DOWL.COM

SHEET 4 OF 7

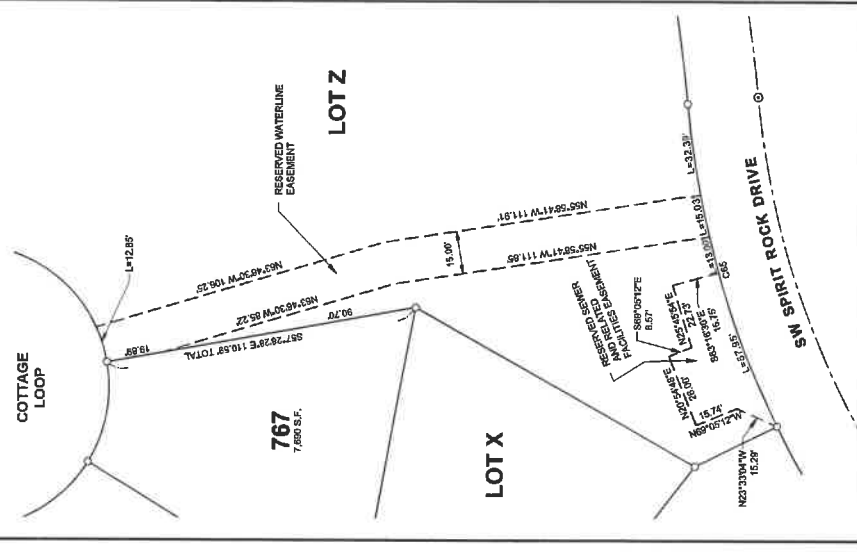
DETAIL
1" = 30'

PUE DETAIL
1" = 30'

BRASADA RANCH 14

REPLAT OF A PORTION OF PARCEL 2 OF PARTITION PLAT 1996-62 AND A PORTION OF PARCEL 1 AND PARCEL 2 OF PARTITION PLAT 1996-63, LOCATED IN THE WEST ONE-HALF (W1/2) OF SECTION 25 AND THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 14 EAST.

WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON
217-20-1217-PLNG (C-CU-DES-001-03)
JUNE 2021



CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD
C-6	765.00	117.91	9°34'57"	S87°53'30\"/>

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD
C-23	1125.00	118.78	6°02'58"	N53°30'28\"/>

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD
C1	775.00	458.33	39°44'15"	S87°21'00\"/>

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD
C-8	275.00	80.01	12°30'17"	S3°44'15\"/>

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD
C-89	945.00	230.70	13°59'16"	N2°09'46\"/>

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD
C-67	555.00	363.47	39°29'37"	S17°36'15\"/>

SHEET 5 OF 7

DOWL

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
DECEMBER 11, 2012
BRIAN C. COURSEN
889995

963 SW Simpson Avenue, #200
Bend, Oregon 97702
541-385-4772

BRASADA RANCH 14

REPLAT OF A PORTION OF PARCEL 2 OF PARTITION PLAT 1998-62 AND A PORTION OF PARCEL 1 AND PARCEL 2 OF PARTITION PLAT 1998-63, LOCATED IN THE WEST ONE-HALF (W1/2) OF SECTION 26 AND THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON 217-20-1217-PLNG (C-CU-DES-001-03) JUNE 2021

NOTES

- THIS PROPERTY IS SUBJECT TO THE FOLLOWING, AS DISCLOSED ON PUBLIC RECORD REPORT FOR NEW SUBDIVISION ORDER NO. W195584 BY WESTERN TITLE AND ESCROW, DATED MAY 14, 2021:
1. REGULATIONS, INCLUDING LINES, LINES, ASSIGNMENTS, WATER AND IRRIGATION RIGHTS AND EASEMENTS FOR DITCHES AND CANALS OF CENTRAL OREGON IRRIGATION DISTRICT.
2. THE EXISTENCE OF ROADS, RAILROADS, IRRIGATION DITCHES AND CANALS, TELEPHONE, TELEGRAPH AND POWER TRANSMISSION FACILITIES.
3. EASEMENTS FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THEREOF, AS GRANTED IN A DECLARATION:
PURPOSE: CENTRAL ELECTRIC COOPERATIVE, A COOPERATIVE CORPORATION
RECORDING DATE: FEBRUARY 11, 1986
ASSIGNMENT NO.: TRACT 1 (PTAIN SW SEC 27)
AFFECTS: TRACT 1 (PTAIN SW SEC 27)
(NOT WITHIN THE BOUNDARY OF THIS SUBDIVISION - NOT MAPPED)
4. IMPROVEMENT AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF.
RECORDING DATE: APRIL 22, 2005
RECORDING NO.: 185644
5. AN IRRIGATION CONTRACT FOR WATER SERVICES; AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF.
RECORDED: MARCH 13, 2009
INSTRUMENT NO.: 2009-206897
(NOT MAPPED)
6. AN IRRIGATION CONTRACT FOR WATER SERVICES; AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF.
RECORDED: APRIL 14, 2009
INSTRUMENT NO.: 2009-206894
(NOT WITHIN THE BOUNDARY OF THIS SUBDIVISION)
7. A FIRST LEND DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FUTURE FILING TO SECURE AN INTEREST IN THE AMOUNT SHOWN BELOW.
DATED: JANUARY 23, 2016
TRUSTOR/GRANTOR: FNF IV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
TRUSTEE: AMERTITLE INC., A DELAWARE CORPORATION
BENEFICIARY: BANK OF THE CASCADES, AN OREGON STATE-CHARTERED COMMERCIAL BANK
LOAN NO.: NOT STATED
RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 272409
(INCLUDES ADDITIONAL PROPERTY)
AN AGREEMENT RECORDED JUNE 23, 2016 AS RECORDING NO. 274670, AND RECORDED AUGUST 20, 2016 AS RECORDING NO. 275916, WHICH STATES THAT THIS INSTRUMENT WAS SUBORDINATED TO THE DOCUMENT OR INTEREST DESCRIBED IN THE INSTRUMENT:
RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 272409
A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES, AS THE SUBSTITUTED TRUSTEE, THE FOLLOWING TRUSTEE: FIRST AMERICAN TITLE COMPANY OF OREGON
RECORDING DATE: AUGUST 25, 2016
RECORDING NO.: 275920
AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED
EXECUTED BY: FNF IV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: SEPTEMBER 22, 2016
RECORDING NO.: 276287
AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED.
EXECUTED BY: FNF IV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: AUGUST 20, 2016
RECORDING NO.: 268820
AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED.
SECURE PAYMENT OF AN INTEREST BEARING, SHOWN BELOW AND UPON THE TERMS AND CONDITIONS THEREIN
AMOUNT: \$3,539,000.00
ASSIGNED TO: FIRST INTERSTATE BANK
ASSIGNED BY: FNF IV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: AUGUST 20, 2016
RECORDING NO.: 268823

NOTES (CONTINUED)

- DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FUTURE FILING TO SECURE AN INTEREST IN THE AMOUNT SHOWN BELOW.
AMOUNT: NOT STATED
EXECUTED BY: FNF IV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
TRUSTOR/GRANTOR: FNF IV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
TRUSTEE: AMERTITLE INC., A DELAWARE CORPORATION
BENEFICIARY: BANK OF THE CASCADES, AN OREGON STATE-CHARTERED COMMERCIAL BANK
LOAN NO.: NOT STATED
RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 272410
(INCLUDES ADDITIONAL PROPERTY)
AN AGREEMENT RECORDED JUNE 23, 2016 AS RECORDING NO. 274670, AND RECORDED AUGUST 20, 2016 AS RECORDING NO. 275916, WHICH STATES THAT THIS INSTRUMENT WAS SUBORDINATED TO THE DOCUMENT OR INTEREST DESCRIBED IN THE INSTRUMENT:
RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 272409
A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES, AS THE SUBSTITUTED TRUSTEE, THE FOLLOWING TRUSTEE: FIRST AMERICAN TITLE COMPANY OF OREGON
RECORDING DATE: AUGUST 25, 2016
RECORDING NO.: 275916
AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED
EXECUTED BY: FNF IV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: SEPTEMBER 22, 2016
RECORDING NO.: 276287
9. LINE OF CREDIT TRUST DEED, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FUTURE FILING TO SECURE AN INTEREST IN THE AMOUNT SHOWN BELOW.
AMOUNT: \$1,200,000.00
DATED: JANUARY 23, 2016
TRUSTOR/GRANTOR: FNF IV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
TRUSTEE: AMERTITLE INC., A DELAWARE CORPORATION
BENEFICIARY: BANK OF THE CASCADES, AN OREGON STATE-CHARTERED COMMERCIAL BANK
LOAN NO.: NOT STATED
RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 272411
(INCLUDES ADDITIONAL PROPERTY)
A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES, AS THE SUBSTITUTED TRUSTEE, THE FOLLOWING TRUSTEE: FIRST AMERICAN TITLE COMPANY OF OREGON
RECORDING DATE: AUGUST 25, 2016
RECORDING NO.: 275921
AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED
EXECUTED BY: FNF IV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: SEPTEMBER 22, 2016
RECORDING NO.: 276287
AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED
EXECUTED BY: FNF IV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 267865
AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED
EXECUTED BY: FNF IV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: SEPTEMBER 11, 2020
RECORDING NO.: 302793

SURVEYORS CERTIFICATE

I, BRIAN C. COURSEN, PLS NO. 66988, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS SHOWN ON THIS PLAT OF BRASADA RANCH 14, BEING A PORTION OF PARCEL 2 OF PARTITION PLAT 1998-62 AND PORTIONS OF PARCEL 1 AND PARCEL 2 OF PARTITION PLAT 1998-63, RECORDS OF CROOK COUNTY, OREGON, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 27 AND THE WEST ONE-HALF (W1/2) OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON; SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE "INITIAL POINT" WHICH BEARS NORTH 44°02'29" EAST 1433.89 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE SOUTH 08°46'50" EAST, 50.00 FEET TO A POINT OF NON-TANGENT CURVATURE, THENCE ALONG THE ARC OF A 625.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37°46'17", AN ARC LENGTH OF 483.83 FEET (THE CHORD OF WHICH BEARS SOUTH 67°21'10" WEST A DISTANCE OF 403.77 FEET) TO A POINT OF TANGENCY;

THENCE SOUTH 50°29'57" WEST, 84.18 FEET;
THENCE SOUTH 19°45'16" EAST, 31.01 FEET;
THENCE SOUTH 49°43'07" WEST, 989.36 FEET;
THENCE SOUTH 64°29'37" WEST, 304.08 FEET;
THENCE NORTH 22°24'01" WEST, 289.01 FEET;
THENCE NORTH 23°17'23" EAST, 310.08 FEET;
THENCE NORTH 01°16'15" WEST, 674.85 FEET TO THE SOUTHWEST CORNER OF LOT 796 OF THE PLAT "BRASADA RANCH 15" RECORDED JUNE 24, 2016 AS INSTRUMENT NO. MP 2016-283972, RECORDS OF CROOK COUNTY;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PLAT "BRASADA RANCH 15" THE FOLLOWING SEVEN (7) COURSES:
SOUTH 88°10'11" EAST, 158.35 FEET;
THENCE NORTH 78°21'14" EAST, 187.81 FEET;
THENCE NORTH 31°23'45" EAST, 360.28 FEET;
THENCE NORTH 42°28'45" EAST, 301.88 FEET;
THENCE NORTH 52°22'19" EAST, 309.42 FEET;
THENCE NORTH 49°24'58" EAST, 187.14 FEET;
THENCE SOUTH 12°28'47" WEST, 258.67 FEET TO THE MOST EASTERLY CORNER OF LOT 894 OF SAID PLAT "BRASADA RANCH 15";

THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID PLAT "BRASADA RANCH 15", SOUTH 53°19'02" EAST, 534.68 FEET;
THENCE SOUTH 08°17'34" EAST, 179.00 FEET;
THENCE SOUTH 19°54'07" WEST, 303.17 FEET;
THENCE SOUTH 11°03'39" WEST, 314.44 FEET;
THENCE SOUTH 30°19'36" WEST, 182.61 FEET;
THENCE NORTH 62°42'41" WEST, 140.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A 625.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41°3'46", AN ARC LENGTH OF 123.14 FEET (THE CHORD OF WHICH BEARS SOUTH 31°32'38" WEST A DISTANCE OF 121.83 FEET) TO A POINT OF REVERSE CURVATURE;


THENCE ALONG THE ARC OF A 625.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 50°33'42", AN ARC LENGTH OF 242.88 FEET (THE CHORD OF WHICH BEARS SOUTH 17°09'42" WEST A DISTANCE OF 224.89 FEET) TO A POINT OF TANGENCY;

THENCE SOUTH 15°11'12" EAST, 25.38 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A 625.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 82°49'14", AN ARC LENGTH OF 81.68 FEET (THE CHORD OF WHICH BEARS NORTH 81°23'03" EAST A DISTANCE OF 81.62 FEET) TO THE POINT OF BEGINNING.

SAID PLAT CONTAINS 57.15 ACRES, MORE OR LESS

SHEET # 6 OF 7



REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
DECEMBER 11, 2012
BRIAN C. COURSEN
66988

RENEW: 12/31/2021
SPLN

963 SW Simpson Avenue, #200
Bend, Oregon 97702
541-385-4772

WWW.DOWL.COM

BRASADA RANCH 14

REPLAT OF A PORTION OF PARCEL 2 OF PARTITION PLAT 1998-62 AND A PORTION OF PARCEL 2 OF PARTITION PLAT 1986-63, LOCATED IN THE WEST ONE-HALF (W1/2) OF SECTION 26 AND THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 14 EAST.

WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON
217-20-1217-PLNG (C-CU-DES-001-03)
JUNE 2021

DECLARATION & DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY, IS THE OWNER IN FEE SIMPLE OF THE LAND SHOWN ON THIS PLAT, HAS CAUSED SAID LAND TO BE SURVEYED AND SUBDIVIDED INTO PRIVATE LOTS, LOT X, LOT Y, LOT Z AND PRIVATE WAYS, AS SHOWN ON THIS PLAT.

AND HEREBY RESERVE EASEMENTS FOR ROAD AND UTILITY PURPOSES OVER THE PRIVATE AND SHOWN ON THIS PLAT, INCLUDING SIGNS, IRRIGATION SYSTEMS, THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE.

AND FURTHER RESERVES AN EASEMENT FOR DRAINAGE PURPOSES OVER LOT 736 AND LOT 737 AS SHOWN AND NOTED HEREIN;

AND FURTHER RESERVES A WATERLINE EASEMENT AND SEWER AND RELATED FACILITIES EASEMENT OVER LOT Z AS SHOWN AND NOTED HEREIN;

AND FURTHER DEDICATES TO THE PUBLIC FOREVER THE PUBLIC UTILITY EASEMENTS AS SHOWN AND DETAILED ON THIS PLAT. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, CONSTRUCTION, RENEWAL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENT IDENTIFIED ON THIS PLAT AS MAY BE NECESSARY OR DESIRABLE IN SERVING THE LOTS IDENTIFIED HEREON, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE THE REMOVAL OF ANY OBSTRUCTIONS INCLUDING TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT WRITTEN APPROVAL OF THE UTILITY COMPANIES IN THE P.U.E.

THERE ARE NO C.O.I.D. WATER RIGHTS APPURTENANT TO THE LAND SHOWN ON THIS PLAT. AND DOES HEREBY SUBMIT FOR APPROVAL AND RECORD SAID PLAT OF "BRASADA RANCH 14", HENCEFORTH TO BE SO KNOWN.

BY: SIMON HALLGARTEN, AUTHORIZED SIGNATORY, FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY DATE _____

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ON THIS ____ DAY OF _____, 2021,

BEFORE ME, PERSONALLY APPEARED SIMON HALLGARTEN, FNF NV BRASADA, LLC AND ACKNOWLEDGED SAID INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED ON BEHALF OF FNF NV BRASADA, LLC.

NOTARY PUBLIC _____
PRINTED NAME _____
NOTARY PUBLIC - CONNECTICUT _____
COMMISSION NO.: _____
MY COMMISSION EXPIRES _____

RECORDATION - CLERK
STATE OF OREGON)
COUNTY OF CROOK)

I CERTIFY THAT THE WITHIN INSTRUMENT WAS RECEIVED FOR RECORD ON THE ____ DAY OF _____, 2021 AT _____ M, AND RECORDED IN _____ OF SAID COUNTY. RECORDS OF SAID COUNTY MF NO. _____ CHERYL W. SEELY, CROOK COUNTY CLERK

BY: _____ DEPUTY

CONSENT AFFIDAVIT

A SUBDIVISION CONSENT AFFIDAVIT BY WILLIAM KUHN, BEND MARKET PRESIDENT, FIRST INTERSTATE BANK A TRUST DEED BENEFICIARY HAS BEEN RECORDED IN INSTRUMENT NUMBER 2021-____ CROOK COUNTY OFFICIAL RECORDS.

POST MONUMENT NOTE

I, BRIAN C. COURSEN CERTIFY THAT POST MONUMENTATION OF ALL REMAINING INTERIOR CORNERS, AS SHOWN HEREIN, WILL BE COMPLETED ON OR BEFORE SEPTEMBER 30, 2021.

BRIAN C. COURSEN P.L.S. 86998
INTERIOR MONUMENTS SET _____ 2021 PER AFFIDAVIT OF MONUMENTATION RECORDED AT INSTRUMENT NO. _____, 2021;

CROOK COUNTY SURVEYOR _____

ASSESSORS CERTIFICATES

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES, SPECIAL ASSESSMENTS, FEES AND OTHER CHARGES, AS REQUIRED BY ORS 82.095 TO BE PLACED ON THE _____ TAX ROLLS, WHICH HAVE BECOME A LIEN OR WILL BECOME A LIEN DURING THIS TAX YEAR, HAVE BEEN PAID TO ME.

CROOK COUNTY ASSESSOR _____ 2021

I HEREBY CERTIFY THAT ALL TAXES HAVE BEEN PAID AS OF THIS DATE.

CROOK COUNTY TAX COLLECTOR _____ 2021

APPROVALS

CROOK COUNTY PLANNING COMMISSION _____ 2021

CROOK COUNTY TAX COLLECTOR _____ 2021

CROOK COUNTY ASSESSOR _____ 2021

CROOK COUNTY FIRE DISTRICT _____ 2021

CROOK COUNTY ROAD MASTER _____ 2021

CROOK COUNTY ENVIRONMENTAL HEALTH _____ 2021

CROOK COUNTY SURVEYOR _____ 2021

CROOK COUNTY PLANNER _____ 2021

CENTRAL OREGON IRRIGATION DISTRICT _____ 2021

CROOK COUNTY COMMISSIONER _____ 2021

CROOK COUNTY COMMISSIONER _____ 2021

CROOK COUNTY JUDGE _____ 2021

SIGNATURE BY THE COUNTY COURT CONSTITUTES ACCEPTANCE OF ANY DEDICATIONS TO THE PUBLIC AS SURVEYED AND PLATTED HEREON.

RECORDATION - SURVEYOR
STATE OF OREGON)
COUNTY OF CROOK)

I CERTIFY THAT THE WITHIN INSTRUMENT WAS RECEIVED FOR RECORD ON THE ____ DAY OF _____, 2021, AND RECORDED IN SURVEYS # _____ OF SAID COUNTY. IN SURVEYS # _____ GREGORY R. NELSO

CROOK COUNTY SURVEYOR _____

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
DECEMBER 11, 2012
BRIAN C. COURSEN
86998

RECORDATION - SURVEYOR

SIGNED: 12/31/2021

SHEET 7 OF 7

DOWL

WWW.DOWL.COM

963 SW Simpson Avenue, #200
Bend, Oregon 97702
641-385-4172

Crook County Counsel's Office

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



MEMO

TO: Crook County Court
FROM: County Counsel
DATE: 6/30/2021
RE: IGA #166204 re COVID Drive Thru Tent Clinic
Our File No.: HEALTH 174

Enclosed is an amendment to OHA pass-through Grant #166204 that simply extends the term from 6/30/21 to 6/30/22. Grant #166204 is directed at identification, isolation, transport, and treatment of patients with COVID-19, as part of the CDC's Hospital Preparedness Program. The maximum funding under the agreement is unchanged at \$13,192.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

Approved this _____ day of _____ 2021.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

Grant Agreement Number 166204

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL
PASS-THROUGH GRANT AGREEMENT**

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

This is amendment number 1 to Grant Agreement Number 166204 between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

Crook County
Acting by and through its Health Department
300 NE Third Street
Prineville, OR 97754
Attention: Katie Plumb
Telephone: 541-447-5165
E-mail address: kplumb@h.co.crook.or.us

hereinafter referred to as “Recipient”.

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:

- a. **Section 1, “Effective Date and Duration”**, is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice, whichever date is later. Recipients’ performance of the program described in Exhibit A, Part 1, “Program Description” may start May 1, 2020, shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, “Payment and Financial Reporting”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~June 30, 2021~~ **June 30, 2022**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

4. Signatures.

Crook County

By:

Authorized Signature Printed Name

Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature Printed Name

Title Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(a)

Department of Justice Date

Program Approval: (If applicable)

Authorized Signature Printed Name

Title Date

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
 For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: _____

Legal name *(tax filing)*: _____

DBA name *(if applicable)*: _____

Billing address: _____

City: _____

State: _____

Zip: _____

Phone: _____

FEIN: _____

- OR -

SSN: _____



Crook County Counsel's Office

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

MEMO

TO: Crook County Court
FROM: County Counsel
DATE: 6/30/2021
RE: Janitorial Services
Our File No.: Maintenance 37

The attached Amendment amends the scope of services for each department, as desired by all parties. Changes were requested after completing the walk-through and this amendment reflects the changes discussed between Suds n the Bucket and the departments.

These changes resulted in an increase from \$12,273.06 to \$13,038.10.

Please let us know if you have questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.

AMENDMENT
To Professional Services Contract

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

RECITALS

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

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

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

AGREEMENT

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

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

Section Two: Paragraph 3 and Exhibit E of the Agreement are hereby amended and replaced by the attached Exhibit E.

Section Three: Paragraph 4 of the Agreement is hereby amended such that Contractor's fee for services on the amended Exhibit E shall be \$13,038.10 per month.

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

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

IN WITNESS WHEREOF, Contractor and County have executed this Amendment effective July 1, 2021.

CONTRACTOR

COUNTY

Suds n' the Bucket Professional Cleaning Services, LLC

Crook County Court

By: _____
Signature

Seth Crawford, County Judge

Print Name

Jerry Brummer, County Commissioner

Date _____

Brian Barney, County Commissioner

Date: _____

EXHIBIT E

23

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



Estimate

ADDRESS

Jeremy Thamert
 300 NE 3rd St
 Prineville, Oregon 97754
 United States

ESTIMATE # 1025

DATE 05/17/2021

EXPIRATION DATE 06/30/2021

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
05/17/2021	Cleaning	Courthouse 5X per week	16,344	0.15	2,451.60
05/17/2021	Cleaning	Administration Building 2X per week	3,287	0.17	558.79
05/17/2021	Cleaning	Annex 2X per week	9,720	0.17	1,652.40
05/17/2021	Cleaning	Sheriff 2X per week Special Requirement of cleaning Tuesdays & Fridays only	3,397	0.17	577.49
05/17/2021	Cleaning	Health Department 5X per week	7,500	0.18	1,350.00
05/17/2021	Cleaning	Legal/Human Resources 1X per week	1,184	0.18	213.12
05/17/2021	Cleaning	Bowman Museum 1X per week	7,938	0.17	1,349.46
05/17/2021	Cleaning	OSU Extension / Clover Building 1X per week (updated from original proposal)	1	600.00	600.00
05/17/2021	Cleaning	Landfill 1X per week	937	0.17	159.29
05/17/2021	Cleaning	Libray 6X per week	17,430	0.18	3,137.40
05/17/2021	Cleaning	Road Department 1X per week	1,015	0.17	172.55
05/17/2021	Cleaning	GIS / IT/ VA/ Health Services	4,800	0.17	816.00
05/17/2021	Carpet Cleaning	Carpet cleaning other than spot cleaning (carpet maintenance) shall be subcontracted out by an approved contractor upon approval.	1	0.00	0.00
05/17/2021	Windows	Ground floor level windows will be cleaned and price included in monthly service charge by Suds n' the Bucket staff.	1	0.00	0.00

Anything that can not be

23

EXHIBIT E

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DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
05/17/2021	Floors	reached will be subcontracted out by an approved contractor upon approval. Annual alternating floor care plan as described in Scope of Services in the RFP will be bid upon further inspection. Estimate of \$1500-\$2500 per year for equipment, material and labor.	1	0.00	0.00

This estimate reflects pricing of \$12,273.06 per month of cleaning/janitorial services.

TOTAL

\$13,038.10

One time or non-regular tasks (those not falling under the Scope of Services) : \$35 per hour per person.

Accepted By

Accepted Date

23



Request to place business before the Crook County Court

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

Please return this form to Crook County Administration Office via
Email: amy.albert@co.crook.or.us or Mail: 300 NE 3rd St., Prineville OR 97754

Your name: Darcy Bedorthe / HORSES on the Ranch Date of Request: 5/27/2021
Email: horsesontheranch@gmail.com Phone: 541-420-0290
Address (optional): PO Box 1781, Prineville OR

1. What is the date of the Court meeting you would like to appear at? July or Early August
2. Describe the matter to be placed before the Court: presentation of our work as a mental health partner in Crook County
3. What action are you requesting that the Court take? financial support if possible but primarily seeking awareness + understanding of our work, and celebration of the growth + success
4. What is the cost involved with your request, if applicable? \$2,500 to seed our scholarship fund to serve at-need clients who have no other resources for mental health treatment and support. (One client per week for 1 year)
5. Please estimate the time required for your presentation.
 5 minutes 10 minutes 15 minutes other _____ minutes
6. Are you (or will you be) represented by legal counsel?
 Yes (please name your attorney) _____
 No, I am not currently represented. **(Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)**
7. If you have a physical disability and require an accommodation, please specify your need:

Optional Endorsement:

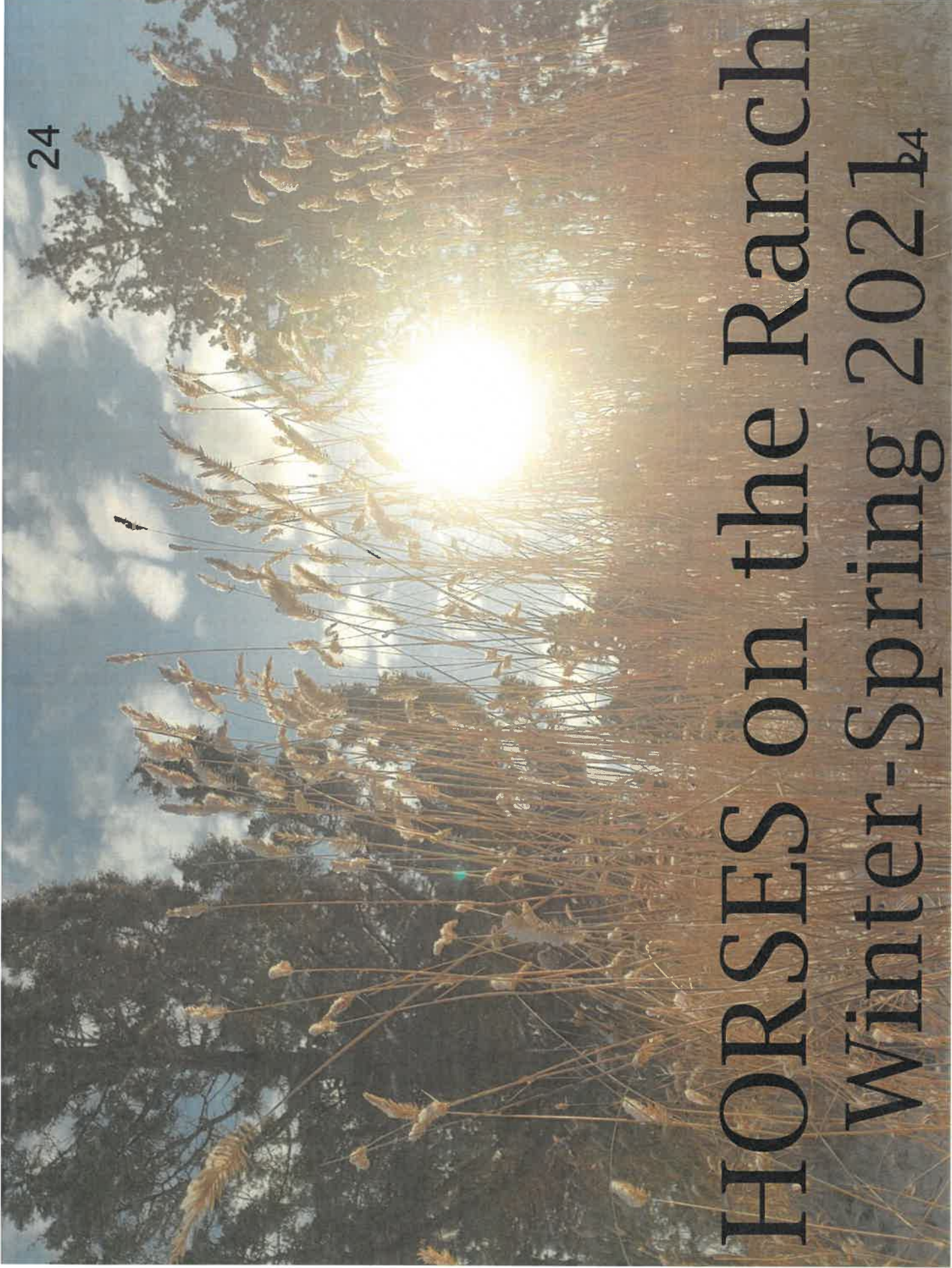
Signature of County Judge/Commissioner endorsing this request and requesting placement of the agenda: *(A request submitted at the request of a sponsoring commissioner, will be placed on an appropriate agenda. All other matters will be considered for appropriateness for consideration by the full Court in view of the above criteria.)*

Court member signature

Date

HORSES on the Ranch

Winter-Spring 2021¹⁴



H.O.R.S.E.S. on the Ranch

Heal. Overcome. Reconnect. Strengthen. Educate. Support.

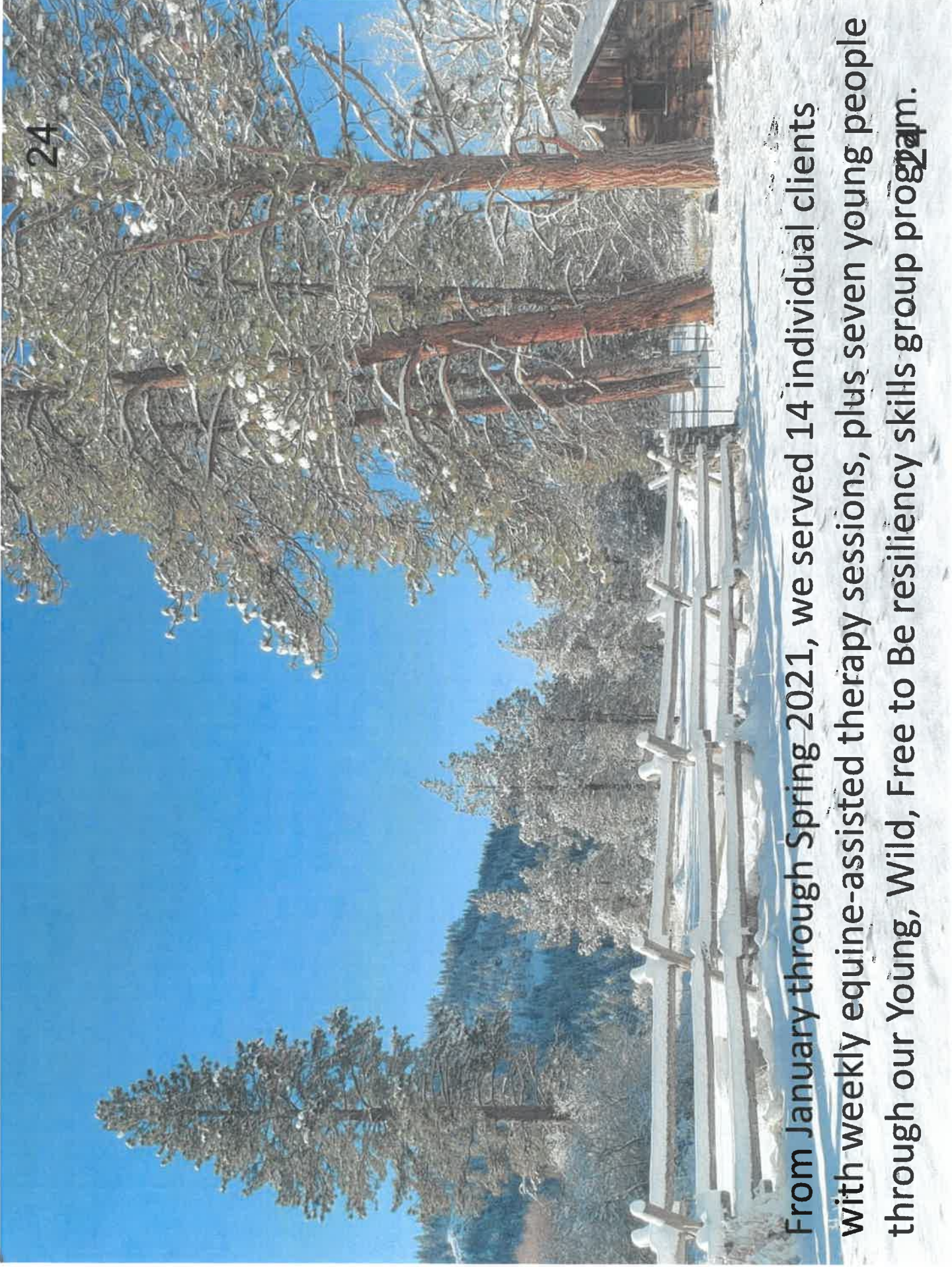
Mission

HORSES on the Ranch is working to cultivate and inspire personal journeys of healing and growth, through trauma-informed, evidence-based and integrative equine-facilitated programs.

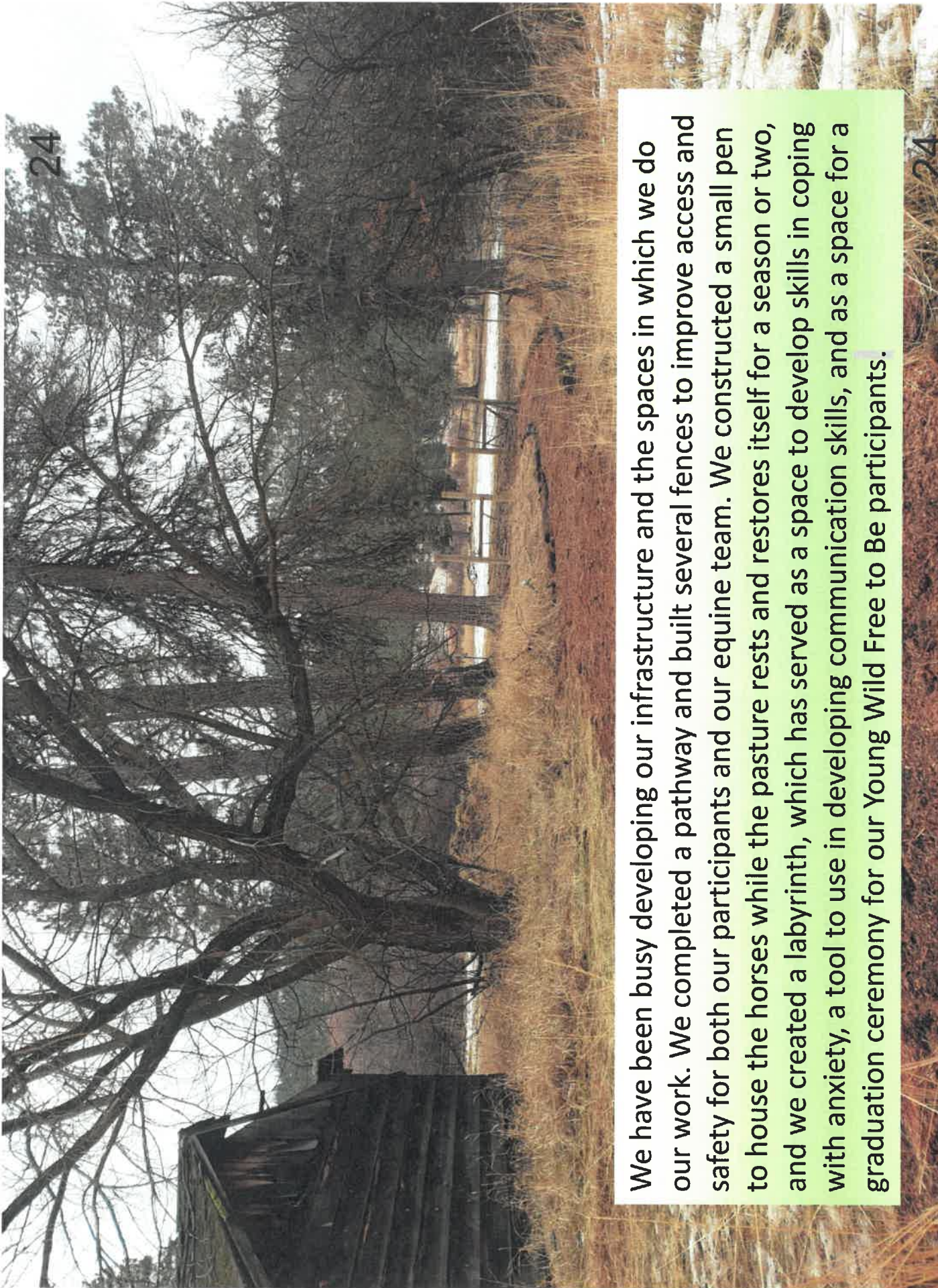
Vision

People overcome barriers to self-sufficiency and success, develop leadership, find inspiration and build community through comprehensive programs in equine-facilitated therapy.

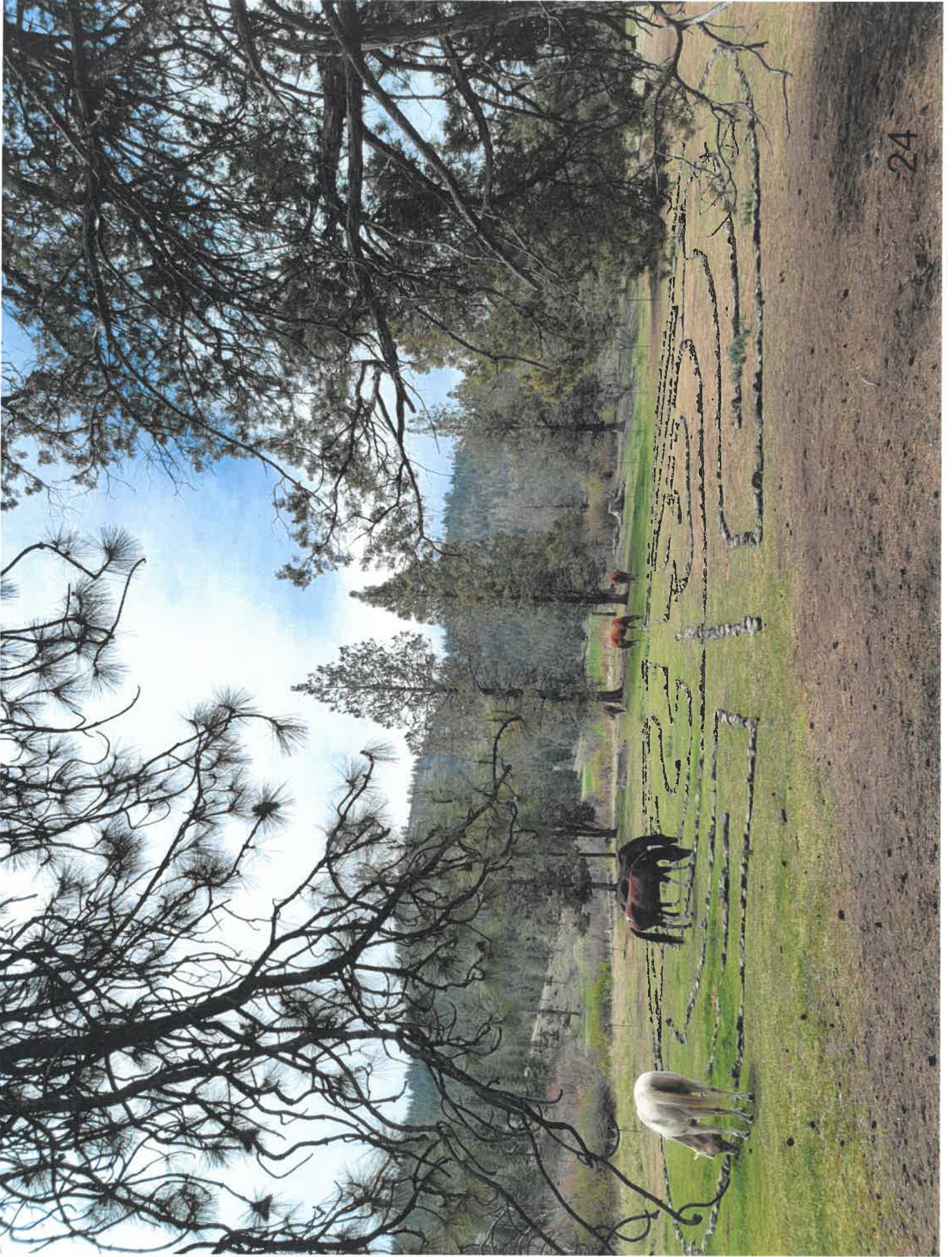




From January through Spring 2021, we served 14 individual clients with weekly equine-assisted therapy sessions, plus seven young people through our Young, Wild, Free to Be resiliency skills group program.

A photograph of a rural landscape. In the foreground, there is a wooden fence and a building with a dark roof. The middle ground shows a field with a path and a large tree. The background is filled with more trees and a hazy sky. The overall scene is a typical farm or ranch setting.

We have been busy developing our infrastructure and the spaces in which we do our work. We completed a pathway and built several fences to improve access and safety for both our participants and our equine team. We constructed a small pen to house the horses while the pasture rests and restores itself for a season or two, and we created a labyrinth, which has served as a space to develop skills in coping with anxiety, a tool to use in developing communication skills, and as a space for a graduation ceremony for our Young Wild Free to Be participants.




Our equine team plays many different roles in the work we do. Often, we human teammates simply hold the space for them to do it and offer professional support for participants to process their own healing journeys.

Sometimes the horses and the beautiful place where we do our work become a canvas on which someone can begin to tell their story. They play roles and become metaphors for both the trauma and the healing that can follow. Healing is possible. We see it...

Sometimes our equine team steps up as friends to accompany an individual through an obstacle course, representative of the challenges we face in life.

Sometimes the horses represent the obstacle or challenge, and our participants learn to advocate for themselves and to overcome barriers in healthy, empowering and productive ways.



A photograph of a horse farm. In the foreground, there is a wooden fence. Behind it, a large tree with green leaves stands on the left. In the middle ground, two horses are visible: a white one and a brown one, standing in a grassy field. In the background, there are more trees and a dirt path. The overall scene is peaceful and natural.

And sometimes, maybe every time, horses simply do what horses do, and offer themselves as an unjudging presence in the lives of those who are struggling to heal.

Science increasingly identifies physiological benefits of being in the presence of horses. The ability to regulate breathing and heart rate improves, simply by being with a horse. No agenda, no “thing to do”, just being.

In a world where everyone is rushing to somewhere, the opportunity to “just be” is a gift. We take this seriously.

While the heart of our program revolves around the gifts that our equine partners bring to the work of healing and growth, we are committed to an integrative approach to everything we do.

We recognize the need to be responsive to the needs of each individual, however they show up, and know that each day is a new day. Art, nature, movement and awareness, learning to be present, and of course, time with the horses, each offer its own insight into overcoming challenges, reconnecting and healing.

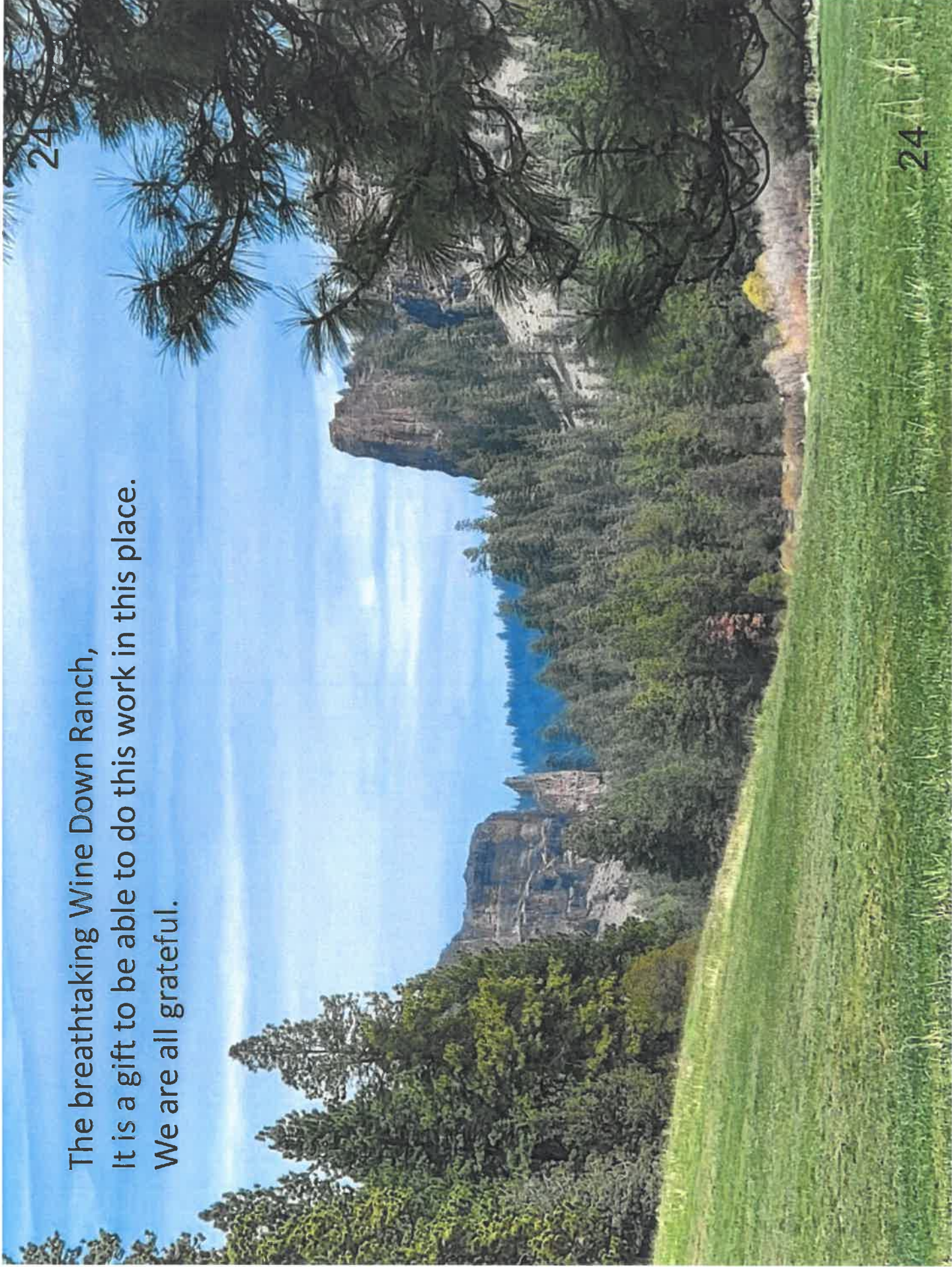


Our team is skilled in a variety of healing and learning modalities and offer flexibility in the spaces where we work. Sometimes we are in the barn, sometimes the pasture, we created a labyrinth and a challenge course and are working on an interpretive nature trail along McKay Creek here at Wine Down Ranch.

This winter we borrowed upon the ancient wisdom of the tipi, with recognition that this architecture is not ours, but that of those who were in the Great Plains region long before our people arrived. With great gratitude and humble hearts, we acknowledge that this structure enabled us to serve people through the winter storms of Central Oregon. We also honor the Northern Paiute, and all those original peoples whose land we are blessed to live and work on today. It is beautiful and itself offers a sense of healing and peace.



The breathtaking Wine Down Ranch,
It is a gift to be able to do this work in this place.
We are all grateful.





HORSES on the Ranch

Heal Overcome Reconnect Strengthen Educate Support

Young, Wild, Free to Be Youth Resiliency Skills

Spring 2021



We listened to our participants in the Young, Wild, Free to Be resiliency skills workshops. In addition to the work with horses, with farmers from Canyon Moon Farms and with Bhakti Earth Yoga, they asked for healthy food and for more opportunities with Art and Music. We were amazed at the power of the work they created.

We were able to offer the skilled guidance of guest artists in pottery, oil pastel landscapes, and movement and dance. We grew food from seed with our resident farmers and sent participants home with plants. As with the research in healing with horses, healing with the Arts and in gardens are proving to be valuable modalities.

These activities were funded through an Oregon Health Authority grant in partnership with Crook County Health Department and supplemented by a grant from St Charles Foundation.

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Survey responses -

Young, Wild, Free to Be Resiliency Skills Sessions for Suicide Prevention, Spring 2021

What was your favorite thing about this program?

drawing, music, getting to do a little bit of everything, "I loved being around other people who are similar to me", making tea, "the art, the nature walk, the people, the horses", "how respectful and kind everyone is, and how easy it was to feel comfortable", the drawing, "the interaction"

What would be important for your peers to know that might encourage them to attend?

freedom to choose activities, good food, facilitators listen to suggestions, "this is a super fun, welcoming place", make it more well known, this program is "not just horses, crafts too, fun community", "anyone is welcome", "I look forward to coming each week", "they're supportive", "it's helpful"

How has being a participant in this program changed you?

I'm more social and interact "better", "it was really fun to talk to new people", "It gave me something to look forward to", "it made doing things in my day-to-day life easier", "showed me to accept myself in a group of new people", it's ok to miss a session, "I can feel more personally and spiritually connected with myself, others and the things around me", "it helped me find other people to accept me", "the amazing people"

Anything else you want to say?

The facilitators help meet extra needs (chairs to rest a sore leg), "I am really grateful to all other members and the facilitators for making weekends so much more fun", "overall this was a great experience that I loved to attend!"

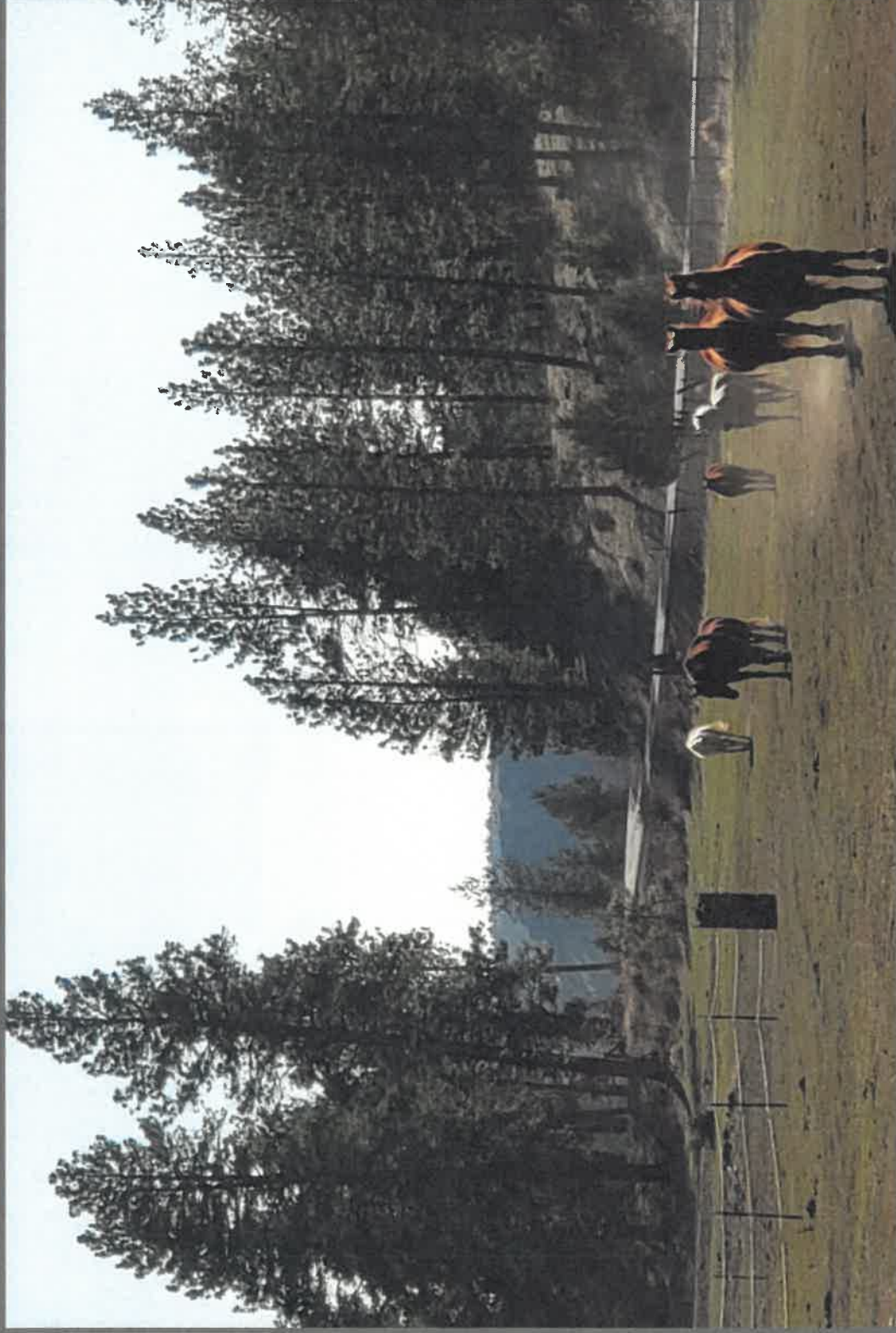
Thank you for making this work, and our dreams, possible

Wine Down Ranch – Roy and Mary Beyer
CRB Brewing – Jesse & Amber Toomey
Steffen Performance Horses – Shane, Beth, family and the SPH Team
Prineville Counseling Center – Donna Hamlin & Robyn Loxley
Hilber Investments – Marcia Hilber
Crook County Health Department
Crook County Rotary
Crook County Cultural Coalition
Crook County Health Department and Oregon Health Authority
St Charles Foundation
Several anonymous donors and family foundations
And all of the individuals, board members, volunteers and community

You make it happen...

The team at HORSES on the Ranch is grateful for you all.

THANK YOU FOR A BEAUTIFUL, FULL FIRST YEAR! 24



HORSEsontheRanch.org HORSEsontheRanch@gmail.com
Facebook and Instagram @HORSEsontheRanch

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
SPECIAL RECREATION PERMIT APPLICATION
(16 U.S.C. 6801 et seq., 43 U.S.C. 1701 et seq., 43 CFR Group 2930)

FORM APPROVED
OMB NO. 1004-0119
Expires: April 30, 2023

Permit No. _____

Instructions: Complete and return to appropriate BLM Office. (Use additional sheets, as necessary.)

Type or Print Plainly in Ink

1. <input type="checkbox"/> New Application <input type="checkbox"/> Permit Renewal		2. Name of Business or Organization	
3. First Name		Last Name	
4. Address		5. Phone No. _____	
		6. FAX No. _____	
7. Email Address		8. Website	
9. Applicant is: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Government Agency (If corporation, attach copy of Articles of Incorporation and Certificate unless already on file.)			

10. Name(s) and phone number(s) (include area code(s)) of person(s) authorized to conduct business with BLM concerning the permit:

11. Application is for (check all that apply): Commercial Use Competitive Use Organized Group Activity or Event Vending
(Definitions of these permit types are provided on page 4 of this form.)

12. To use the following public lands/related waters (provide name, legal description and/or attach map or GIS data file as required by BLM):

13. For the following purpose (attach a complete Operations Plan as required by the issuing BLM Office):

14. Dates of proposed use Beginning Date:	Ending Date:
--	--------------

Check if applying for a multiple year permit, subject to annual authorization. Other schedule: _____

15. Do you have a permit with BLM/USFS/NPS? <input type="checkbox"/> Yes <input type="checkbox"/> No	15a. Have you had a permit previously? <input type="checkbox"/> Yes <input type="checkbox"/> No
15b. Have you ever been denied or had a permit revoked? <input type="checkbox"/> Yes <input type="checkbox"/> No	15c. Have you forfeited a bond or other security? <input type="checkbox"/> Yes <input type="checkbox"/> No
15d. Do you have any unresolved, criminal, civil or administrative actions related to a permit or the activities you plan to conduct under this permit? <input type="checkbox"/> Yes <input type="checkbox"/> No	15e. Have you been convicted, or paid a fine, or forfeited a bond, for violations regarding natural resources, cultural resources or any activity related to your proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No

If the answers to any of the above questions are, "Yes:" Provide a detailed explanation on a separate piece of paper.

16. **Certification of Information:** I CERTIFY the information in this application and supporting documents is true, complete, and correct to the best of my knowledge and belief and is given in good faith.
I acknowledge that I (we) am (are) required to comply with any conditions or stipulations required by the BLM, including but not limited to the General Terms and Permit Stipulations listed on the following pages of this form. I agree my activity, service, or use will conform to the information I have provided in this application, operations plan, and any attachments.

(Signature of Applicant)

(Date)

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL TERMS AND PERMIT STIPULATIONS

- A. Compliance with laws, regulations, and other legal requirements.** The permittee shall comply with all Federal, State, and local laws; ordinances; regulations; orders; postings; or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP). The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, and spectators under the permittee's supervision.
- B. Modification, Suspension, Termination.** An SRP authorizes special uses of the public lands and related waters and, should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The Authorized Officer may suspend or terminate an SRP if necessary to protect public resources, health, safety, the environment, or because of non-compliance with permit stipulations. Actions by the BLM to suspend or terminate an SRP are appealable.
- C. Permit Value & Operating Rights.** No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit is not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price, or compensation, and may not be used as collateral for a loan. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee's SRP. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license.
- D. Non-Exclusive Use.** Unless expressly stated, the SRP does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of the federal land by other users. The United States reserves the right to use any part of the area for any purpose.
- E. Subcontracting.** Where the BLM authorizes a permittee to subcontract a portion of the permitted activities, the permittee must retain operational control of the permitted activities and must also comply with any applicable special stipulations related to contractors and subcontractors, which may include, but are not limited to, provisions regarding permit compliance, fee payment, reporting requirements, and insurance requirements.
- F. Advertising.** All printed, electronic, and oral advertising and representations made to the public and the Authorized Officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, the permittee will not seek or obtain trademark rights, use or incorporate the names, trademarks, or logos of the BLM, the Government, or their employees in any advertising, promotional, sales literature, or on any product without the prior written approval of the BLM for the specific use. The permittee shall not state or imply that the Government or any of its organizational units or employees endorses any product, service, or activity as being conducted by the BLM. The BLM does not directly or indirectly endorse any product or service provided, or to be provided, by the permittee whether directly or indirectly related to this Special Recreation Permit. The permittee may not portray or represent the permit fee as a special federal user's tax. The permittee must furnish the authorized officer with a current brochure, or website, including price list.
- G. Responsibility of Permittee.** The permittee assumes responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous flora/fauna, abandoned mines, or other hazards that present risks for which the permittee assumes responsibility.
- H. Resource Protection:** The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.
- I. Display of Permit:** The permittee, permittee's employees, agents, and Authorized Officer approved subcontractors, must present or display a copy of the SRP to an authorized officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.
- J. Operating Plan.** The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit. Any changes to your operations as described in this plan must be requested in writing to the BLM. This request must receive prior written approval from the BLM Authorized Officer, before the operating plan changes may take effect.
- K. Accounting Records:** The authorized officer, or other duly authorized representative of the BLM, may examine any of the books, documents, papers, or records pertaining to the permit or transactions related to it, in the possession of the permittee or its employees, business affiliates, or agents for up to three years after expiration of the permit. For permits with fees greater than \$10,000 annually, when requested by the BLM, the holder at its own expense shall have its annual accounting records audited by an independent public

accountant acceptable to the BLM. The permit holder must maintain internal accounting records pertaining to this authorized use, and these records must be readily discernable from accounting transactions with other permits, business endeavors or personal use. Accounting records must include the following:

1. A recordkeeping procedural outline or process plan.
2. Customer receipt deposit log or similar detailed information, which includes at a minimum: A) Customer identifier; B) Location identifier; C) Dated deposit and amount; D) Gross fee collected; E) Subtotal after each customer transaction; F) Grand total after each deposit; G) Grand total of year-end receipts.
3. Corresponding monthly bank statement ledgers to the customer receipt deposit log or other compensation attributed to activities conducted under this permit.
4. Price advertisements
5. Original customer reservation listings or event registration sheets.
6. A record of all financial relationships with booking agents, advertisers, subcontractors, and business affiliates connected to permitted use.
7. A record of all receipts or compensation including payments, gratuities, donations, gifts, bartering, etc., received from any source not captured in the customer receipt deposit log for activities conducted under the permit.
8. A record of all payments made by the permit holder and claimed as a deduction in the permit holder fee submission. Records consist of receipts, debit transaction logs, bank statements, or similar records.
9. W-2 records or other similar records of employment for all employees conducting activities under the permit.

L. Revenue Reporting: The permittee must submit a post-use report and any other required forms to the Authorized Officer according to the due dates shown on the permit. If the post-use report is not received by the established deadline, the permit will be suspended and/or late fees assessed. The post-use report must contain a trip-by-trip log of trip location, beginning and ending dates of each trip, number of clients, number of guides, and gross receipts for the trip. Deductions based on pre- and post- trip transportation and lodging expenses and percentage of time on public land, if being claimed, must be described in advance in the permittee's Operations Plan. Transportation and lodging deductions must be accompanied by copies of supporting receipts documenting proof of payment.

M. Resource Damage and Injury Reporting: The permittee shall notify the Authorized Officer of any incident that occurs while involved in activities authorized by this permit, which result in death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than \$2,500 (lesser amounts if established by State law). Reports should be submitted within 24 hours.

N. Insurance. If required by the Authorized Officer, the permittee shall carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents, employees, volunteers, and contractors in carrying out activities and operations under this permit. The policy shall name the "Bureau of Land Management – DOI" as additional insured. Permittee agrees to have on file with the BLM copies of the above insurance with the proper endorsements.

O. Fee Payment: The permittee must pay the required fees before the BLM will authorize your use. For installment payments when more than \$1,000 is owed, the permittee must submit a BLM promissory note, which must be signed by the Authorized Officer. For multi-year permits, final payments may be adjusted based on post-use reports. For multi-year commercial permits, excess payments will be applied toward the following years or seasons estimated fee. For permits other than multi-year commercial permits, the BLM will give the permittee the option whether to receive refunds or credit overpayments to future permits, less processing costs.

P. Equal Opportunity and Nondiscrimination

The permittee, its employees, and affiliates shall not discriminate against any person on the basis of race, color, sex, national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

DEFINITIONS

Commercial Use is defined as recreational use of the public lands and related waters for business or financial gain. The activity, service, or use is commercial if any person, group or organization makes or attempts to make a profit, receive money, amortize equipment, or obtain goods or services, as compensation from participants in recreational activities occurring on public lands led, sponsored, or organized by that person, group, or organization. An activity, service, or use is commercial if anyone collects a fee or receives other compensation that is not strictly a sharing of, or exceeds, actual expenses incurred for the purposes of the activity, service or use. Commercial use is also characterized by situations where there is paid public advertising to seek participants or participants pay for a duty of care or an expectation of safety. Profit-making organizations and organizations seeking to make a profit are automatically classified as commercial, even if that part of their activity covered by the permit is not profit-making or the business as a whole is not profitable. Use of the public lands by scientific, educational, and therapeutic institutions or non-profit organizations is commercial and subject to a permit requirement when it meets any of the threshold criteria above. The non-profit status of any group or organization does not alone determine that an event or activity arranged by such a group or organization is noncommercial.

Financial Gain occurs when an individual or entity receives or attempts to receive money, donations, gratuities, or gifts, amortizes equipment, or barter for goods or services.

Competitive Use means any organized, sanctioned, or structured use, event, or activity on public land in which two or more contestants compete and any of the following elements apply: (1) Participants register, enter, or complete an application for the event; or (2) A predetermined course or area is designated. It also means one or more individuals contesting an established record such as speed or endurance.

Organized Group Activity or Event means a structured, ordered, consolidated, or scheduled event on, or occupation of, public lands for the purpose of recreational use that is not commercial or competitive, and which BLM has determined needs a special recreation permit based on planning decisions, resource concerns, potential user conflicts, or public health and safety.

Vending means selling or renting recreation related goods or services such as firewood, equipment repair, shuttles, rentals, etc. on the public lands or related waters.

NOTICES

The Privacy Act and 43 CFR 2.48(d) require that you be furnished the following information in connection with the information requested by this form.

AUTHORITY: (16 U.S.C. 6801 et seq., 43 U.S.C. 1701 et seq., 43 CFR Group 2930)

PRINCIPAL PURPOSE: BLM will use your information to determine whether or not to issue you a Special Recreation Permit. BLM will use some of the information to determine your qualifications for the permit and other information to determine the merits of your proposal.

ROUTINE USES: BLM will disclose the information in accordance with the regulations at 43 CFR 2.56(d).

EFFECT OF NOT PROVIDING INFORMATION: Disclosing the information is necessary to receive a benefit. Not disclosing the information may result in BLM rejecting your application.

The Paperwork Reduction Act requires us to inform you that:

BLM will use the information to determine whether or not to issue you a Special Recreation Permit. Response to this request is required to obtain the benefit of receiving a Special Recreation Permit.

You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response and 3 hours and 30 minutes for accompanying information. You may submit comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management, 1849 C Street, NW. Attention: Bureau Information Collection Clearance Officer (HQ-630), Washington, D.C. 20240.

Uplands Operating Plan (Revised May 2021)

Deschutes Field Office- BLM Special Recreation Permit

SRP# _____

Operating Plan must accurately identify all uses and activities, areas, seasons of the operations and other details associated with proposed use of public land. Information must be complete and all proposed services, facilities and dates described fully. Submission of incomplete Operating Plans may result in processing delays, and/or denial of the SRP application. Mark N/A where necessary.

1. Company information:

Registered Business Name or LLC: King of the Kastle LLC Phone # 541-233-7707

Name of Business Owner: Joseph A Merrill

2. Proposed services narrative: New Permit Application Operating Plan is being submitted with Permit Renewal or transfer Modification of existing Operating Plan

Describe the services you propose to provide on public land. For each proposed activity, indicate specific use area, dates, duration of trip, party size, and average price per trip. Describe unique or special benefits to visitors from your proposed operation. Use additional sheets if needed.

I own 120 acres in the north Millican OHV riding where I have staged two UTV 100-mile desert racing event, servicing the Side-By-Side (SxS) market with racing events that families can come and enjoy the central Oregon high desert OHV riding areas. We have had an average of 45 cars at each of the events, and the market has show interest in a longer event. Because we share the desert with sage grouse and respect the mating season, we are requesting a longer 50-mile course that will go into the buffer zones and past one of the mating areas. We know the mating ends May 1st and is still a sensitive area during our June 5th event, so we are proposing a 50-mile loop, 200 mile event on Saturday October 23rd 2021 is the day of the event with entrant coming in on Friday October 22nd 2021 for registration and tech-inspection and the awards banquet on Sunday October 25th 2021.

3. Describe the equipment/vehicles you plan to use:

Factory build SxS vehicles and the support teams vehicles.

4. Private land use-will you be using private lands as part of the permitted activity? YES NO

If yes, please provide name(s), phone number(s) and written permission from the landowner:

I am the landowner/promoter: Joseph A Merrill 541-233-7707

5. Will you use sub-contractors? YES NO If yes, you must list each sub-contractor on the Employee/Sub-Contractor/Booking Agent form and be familiar with all stipulations regarding subcontractors on the back of Permit Form 2930-2 Certified Personal Services Flagger for road crossings.

6. Food: Will you set up kitchen facilities? YES NO If yes, will your kitchen contain: Stove

Fire pan* Charcoal* Other (describe) _____

7. Water Treatment: None Bottled Filtered Boiled Other (describe) _____

8. Sanitation Facilities: Describe human waste system (brand) and disposal methods* _____

Porta-potties with hand-wash stations Through Grandma's Outhouses

9. Handwashing Facilities: None Basins/buckets Soap Disinfectant Other (describe)

10. Describe client "Leave No Trace" education and supervision: We teach about the sage grouse mating areas, and we also teach about not increasing our footprint and penalize of disqualify anyone caught of any of the courses. We also use the "Pack-it-in-

pack-it-out" keeping everyone safe and the desert clean, we also pickup any trash that has been left in the desert before our events and run sweeps, the days after the event. After the last two events, I have been very proud of our participants that have left my private land spotless!

11. Describe your dishwashing procedures: _____

12. Safety and Rescue Check items carried on each trip.

X First Aid Kit X Radio/cellular phone X Fire Extinguisher/Shovel Other (describe) Each car has two fire extinguishers, fire-suits, ham radios and cell phone service works here as well and must have a first-aid kit, emergency road signs if they become disabled, and have water and a day's supply of food as well.

12. Certification:

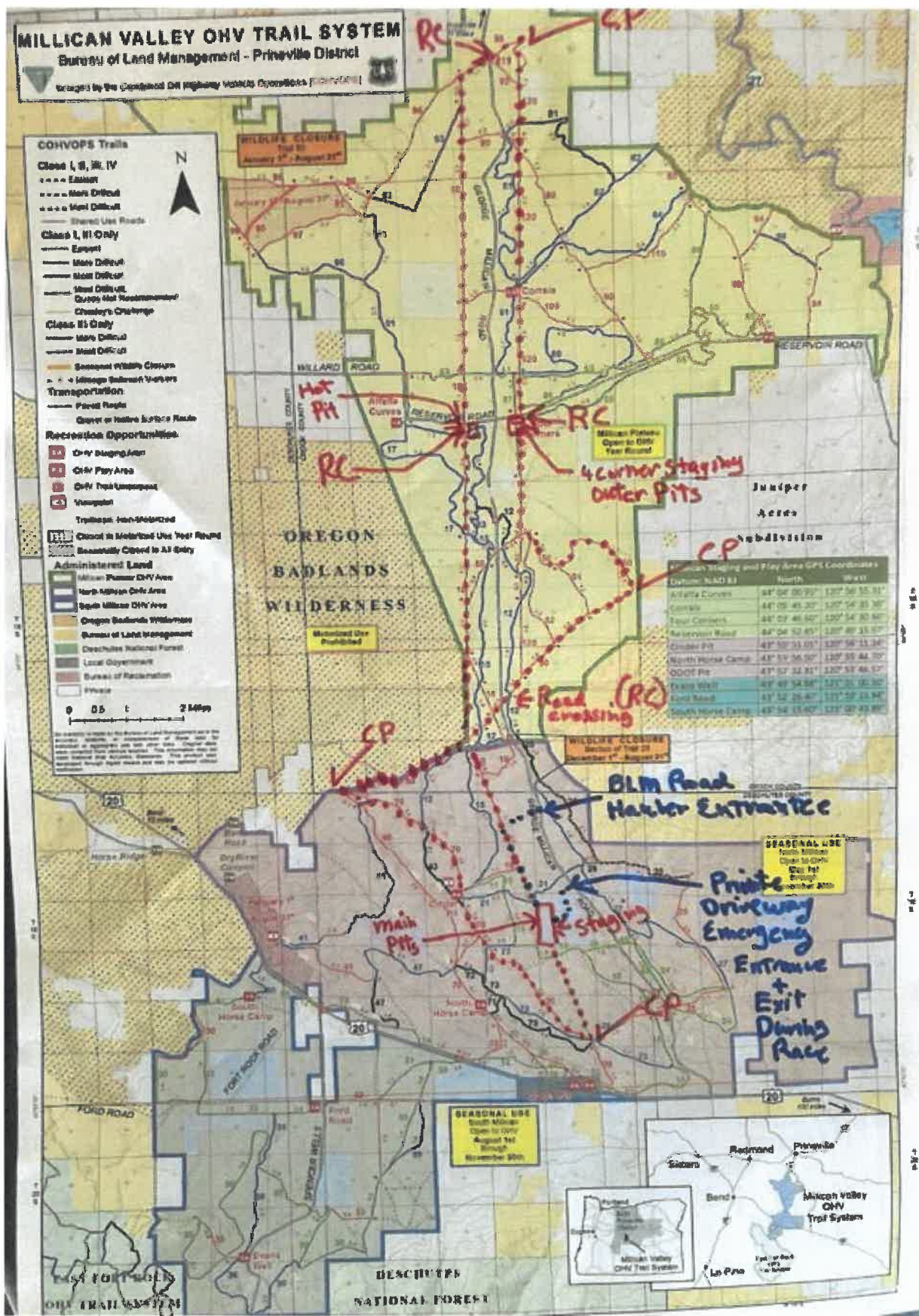
I certify the information given by me in this proposed Operating Plan is true, accurate, and complete. I acknowledge that I (we) am (are) required to comply with requirements and stipulations on Permit Application Form 2930-1, Permit Form 2930-2, and stipulations which are contained in the current "Guidelines for Commercial Use of Uplands in the Prineville District". I understand that providing false information or failure to keep this Operating Plan or other permit requirements up to date is grounds for probation, suspension or cancellation of the permit. Operating plan must be signed by the permit representative listed on Permit Form 2930-2. This Operating Plan must be approved by the BLM.

Name (print) _____

Signature _____ Date _____

Approved ___/___/___ by: _____ (Bureau of Land Management Authorized Officer)

*Indicates Restricted or Required use. See current "Guidelines for Commercial Use of Uplands in the Prineville District" for details.





Request to place business before the Crook County Court

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

Please return this form to Crook County Administration Office via
Email: amy.albert@co.crook.or.us; or Mail: 300 NE 3rd St., Prineville OR 97754

Your name: Darlene Henderson Date of Request: Jun 23, 2021
 Email: darlene.henderson@rotamtb.com Phone: 503-363-5172
 Address (optional): 2642 NE meadowcrest drive, Prineville

1. What is the date of the Court meeting you would like to appear at? July 7, 2021
2. Describe the matter to be placed before the Court: mountain biking in the Ochoco
3. What action are you requesting that the Court take? support the Lemmon gulch trail proposal
4. What is the cost involved with your request, if applicable? 0
5. Please estimate the time required for your presentation.
 5 minutes 10 minutes 15 minutes other _____ minutes
6. Are you (or will you be) represented by legal counsel?
 Yes (please name your attorney) _____
 No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)
7. If you have a physical disability and require an accommodation, please specify your need: 0

Optional Endorsement:

Signature of County Judge/Commissioner endorsing this request and requesting placement of the agenda: (A request submitted at the request of a sponsoring commissioner, will be placed on an appropriate agenda. All other matters will be considered for appropriateness for consideration by the full Court in view of the above criteria.)

Court member signature

Date

Crook County Counsel's Office

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



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: June 30, 2021

RE: Ordinance 325
Our File No.: Ct. Ordinances A

Enclosed is Ordinance 325, which makes several changes to our zoning code in an effort to comply with state law, correct citations, and codify existing practices. The Ordinance specifically does the following:

- Adds a consistent definition of “property line adjustment” between CCC chapters 17 and 18;
- Amends the definition of “partition land” to match state statute;
- Codifies existing practices for Paulina and Riverside Ranch subdivisions;
- Adds standards for Relative Forest Help Dwellings;
- Adds minimum lot sizes in areas identified as Big Game Winter Range in the Forest Zone;
- Continues the pause on building permits in Juniper Acres; and
- Codifies current practice for modification of destination resort CUPs.

The Ordinance is drafted as an emergency and thus will go into effect upon passage. Passage requires two public hearings like any other ordinance. Today will be the first of two. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a PUBLIC HEARING ITEM.

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

AN ORDINANCE AMENDING CROOK
COUNTY CODE CHAPTERS 17.08, 18.08, 18.16,
18.28, 18.112, 18.18.116 and 18.127 REGARDING
EDITING CODE LANGUAGE FOR CONSISTENCY WITH
STATE LAW AND REMOVING INCORRECT
CITATIONS

ORDINANCE 325

WHEREAS, Crook County land use code contains several sections that require amendments to bring the code into compliance with State law, and to remove references to outdated or removed State statutes or Crook County Code language; and

WHEREAS, other sections of Crook County's land use code require amendments to clarify language and intent, codify existing practices, and provide clear and objective criteria within the zoning ordinance; and

WHEREAS, the Crook County Planning Commission held a public hearing on the proposed language on June 23, 2021, as depicted on Attachment B, and recommends adoption of the proposed amendments.

NOW THEREFORE, the Crook County Court ordains as follows:

Section One: The above recitals are adopted into and made a part of this Ordinance 325 as the County's findings of fact.

Section Two: Chapter 17.08, is amended to "read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to remove references to County code sections that have been removed to add a definition of "property line adjustment" consistent with the definition in Chapter 18.08 and State statute.

Section Three: Chapter 18.16 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to incorporate Land Use Board of Appeals decisions and County practice regarding minimum lot sizes in the platted Riverside Ranch and Paulina Ranches subdivisions.

Section Four: Chapter 18.28 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to adopt

State law regarding forest dwellings for family members and to reflect existing County Comprehensive Plan policy for minimum lot sizes in Forest zones within designated big game winter range areas.

Section Five: Chapter 18.112 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to reflect the County Court’s 2008 order regarding development in Juniper Acres (EFU-JA zone).

Section Six: Chapter 18.116 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to clarify language regarding duration of final development plan approval in cases where modifications are made to the original destination resort approval;

Section Seven: Chapter 18.172 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to ensure consistency with the language in Chapter 18.116 regarding modifications of final development plans for destination resort.

Section Eight: The revisions adopted by this Ordinance 325 do not supersede or override the covenants, conditions, and restrictions or homeowners’ association rules as they may apply to an individual lot or parcel.

Section Nine: If any portion of this ordinance 325 is found by a court of competent jurisdiction to be invalid, all other portions of this Ordinance will remain in full force and effect.

Section Ten: Emergency Clause. This Ordinance 325 being necessary for the health, safety, and welfare of the people of Crook County, an emergency is declared to exist, and Ordinance 325 becomes effective immediately upon the second reading.

First Reading: _____, 2021

Second Reading: _____, 2021

DATED this _____ day of _____, 2021

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

Vote:	Aye	Nay	Excused
Seth Crawford	___	___	_____
Jerry Brummer	___	___	_____
Brian Barney	___	___	_____

ATTACHMENT A

DEFINITIONS -17.08

17.08.010

“Property line adjustment” means a relocation or elimination of all or a portion of the common property line between abutting properties that does not create an additional lot or parcel.

DEFINITIONS – 18.08

18.08.160 P Definitions

~~“Partition land” means to divide an area or parcel of land into two or three parcels within a calendar year when such area or parcel of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. “Partition land” does not include divisions of land resulting from the creation of cemetery lots. “Partition land” does not include the sale of a lot in a recorded subdivision, even though the lot may have been acquired prior to the sale with other contiguous lots or property by a single owner.~~

“Partition land” means to divide land into two or three parcels of land within a calendar year, but does not include:

(a) A division of land resulting from lien foreclosure, foreclosure or recorded contract for the sale of real property, or the creation of cemetery lots;

(b) An adjustment of a property line by the relocation of a common boundary where an additional unit of land is not created, and where the existing unit of land reduced in size by the adjustment complies with the applicable zoning requirements including minimum lot size;

(c) The division of land resulting from the recording of a subdivision, PUD, or condominium plat;

(d) A sale or grant by a person to a public agency or public body for state highway, county road, city street or other right-of-way purposes; provided, that such road or right-of-way complies with the applicable comprehensive plan provisions or provisions of other land use approvals. Any property divided by the sale or grant of land for such a highway, road, street or other right-of-way shall continue to be considered a single unit of land until such time as the property is further subdivided.

“Property line adjustment” means a relocation or elimination of all or a portion of the common property line between abutting properties that does not create an additional lot or parcel.

EXCLUSIVE FARM USE

18.16.040 Dwellings not in conjunction with farm use.

(1) Nonfarm Dwelling. A nonfarm dwelling is subject to the following requirements:

(a) The dwelling or activities associated with the dwelling will not force a significant change in or significantly increase the cost of accepted farming or forest practices on nearby lands devoted to farm or

forest use.

(2) Nonfarm Dwelling Suitability Standards.

(a) The dwelling, including essential or accessory improvements or structures, is situated upon a lot or parcel, or, in the case of an existing lot or parcel, upon a portion of a lot or parcel, that is generally unsuitable land for the production of farm crops and livestock or merchantable tree species, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the tract. A new parcel or portion of an existing lot or parcel shall not be considered unsuitable solely because of size or location if it can reasonably be put to farm or forest use in conjunction with other land; and

(b) A new parcel or portion of an existing lot or parcel is not “generally unsuitable” simply because it is too small to be farmed profitably by itself. If a parcel or portion of a lot or parcel can be sold, leased, rented or otherwise managed as a part of a commercial farm or ranch, then it is not “generally unsuitable.” A new parcel or portion of an existing lot or parcel is presumed to be suitable if it is composed predominantly of Class I – VI soils. Just because a new parcel or portion of an existing lot or parcel is unsuitable for one farm use does not mean it is not suitable for another farm use; or

(c) If the lot or parcel is under forest assessment, the dwelling shall be situated upon generally unsuitable land for the production of merchantable tree species recognized by the forest practices rules, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the parcel. If a lot or parcel is under forest assessment, the area is not “generally unsuitable” simply because it is too small to be managed for forest production profitably by itself. If a lot or parcel under forest assessment can be sold, leased, rented or otherwise managed as a part of a forestry operation, it is not “generally unsuitable.” If a lot or parcel is under forest assessment, it is presumed suitable if it is composed predominantly of soils capable of producing 20 cubic feet of wood fiber per acre per year. If a lot or parcel is under forest assessment, to be found compatible and not seriously interfere with forest uses on surrounding land it must not force a significant change in forest practices or significantly increase the cost of those practices on the surrounding land.

(3) The dwelling will not materially alter the stability of the overall land use pattern of the area. In determining whether a proposed nonfarm dwelling will alter the stability of the land use pattern in the area, a county shall consider the cumulative impact of nonfarm dwellings on other lots or parcels in the area similarly situated by applying the standards set forth in subsections (3)(a) through (c) of this section. If the application involves the creation of a new parcel for the nonfarm dwelling, a county shall consider whether creation of the parcel will lead to creation of other nonfarm parcels, to the detriment of agriculture in the area by applying the standards set forth in subsections (3)(a) through (c) of this section;

(a) Identify a study area for the cumulative impacts analysis. The study area shall include at least 2,000 acres or a smaller area not less than 1,000 acres, if the smaller area is a distinct agricultural area based on topography, soil types, land use pattern, or the type of farm or ranch operations or practices that distinguish it from other, adjacent agricultural areas. Findings shall describe the study area, its boundaries, the location of the subject parcel within this area, why the selected area is representative of the land use pattern surrounding the subject parcel and is adequate to conduct the analysis required by this standard. Lands zoned for rural residential or other urban or nonresource uses shall not be included in the study area;

(b) Identify within the study area the broad types of farm uses (irrigated or nonirrigated crops, pasture or grazing lands), the number, location and type of existing dwellings (farm, nonfarm, hardship, etc.), and the dwelling development trends since 1993. Determine the potential number of nonfarm/lot of record dwellings that could be approved under CCC [18.16.035](#)(1) and this section, including identification of predominant soil classifications, the parcels created prior to January 1, 1993, and the parcels larger than the minimum lot size that may be divided to create new parcels for nonfarm dwellings under ORS [215.263](#)(4), [215.263](#)(5), and [215.284](#)(4). The findings shall describe the existing land use pattern of the study area including the distribution and arrangement of existing uses and the land use pattern that could result from approval of the possible nonfarm dwellings under this subsection; and

(c) Determine whether approval of the proposed nonfarm/lot of record dwellings together with existing nonfarm dwellings will materially alter the stability of the land use pattern in the area. The stability of the land use pattern will be materially altered if the cumulative effect of existing and potential nonfarm dwellings will make it more difficult for the existing types of farms in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland, acquire water rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area; and

(4) If a single-family dwelling is established on a lot or parcel as set forth in Use 2.4 in Table 1, no additional dwelling may later be sited under the provisions of this section.

(5) All new nonfarm dwellings on existing parcels within the deer and elk winter ranges must meet the residential density limitations found in Wildlife Policy 2 of the Crook County comprehensive plan. Compliance with the residential density limitations may be demonstrated by calculating a one-mile radius (or 2,000-acre) study area. An applicant may use a different study area size or shape to demonstrate compliance with Wildlife Policy 2, provided the methodology and size of the study area are explained and are found to be consistent with the purpose of Crook County comprehensive plan Wildlife Policy 2. (Ord. 309 § 2 (Exh. C), 2019)

(6) All new nonfarm dwellings on existing lots or parcels proposed within the Paulina Ranches or Riverside Ranches subdivisions, which are in the County's EFU-1 zone and were created prior to January 1, 1993, shall require a minimum of 20 acres for the nonfarm dwelling.

(a) The 20-acre requirement for these subdivisions may be met either by a single lot or parcel which is at least 20 acres or through multiple, separate contiguous lots or parcels within the same subdivision in common ownership, which in the aggregate total 20 acres or more. For the purposes of this section, Riverside Ranch Unit 1 is treated as a separate subdivision and Riverside Ranch Units 2 and 3, together, are treated as a separate subdivision.

(b) Where multiple lots or parcels in common ownership are the basis to meet the 20-acre requirement, upon approval of a nonfarm dwelling and prior to the issuance of a building permit, the applicant/owner shall record a deed restriction with the County Clerk limiting the further development of any lots or parcels used by the applicant/owner to meet the 20-acre requirement.

18.28 Forest Zone

2	Residential Uses – All dwellings and structures are subject to provisions of CCC 18.28.025 (siting standards) and CC 18.28.030 (fire-siting standards)			
2.1	Caretaker residences for public parks and public fish hatcheries.	STS	Notice and Opportunity for Hearing	18.28.015 (14) 18.28.015(16)
2.2	Large tract forest dwelling.	STS	Notice and Opportunity for Hearing	18.28.015 (1) 18.28.015(14) 18.28.015(16)
2.3	Lot of record dwelling.	STS	Notice and Opportunity for Hearing	18.28.015 (2) 18.28.015(14) 18.28.015(16)
2.4	Template dwelling.	STS	Notice and Opportunity for Hearing	18.28.015 (3) 18.28.015(14) 18.28.015(16)
2.5	Alteration, restoration or replacement of a lawfully established dwelling.	STS	Administrative ORS 215.417 Valid for 4 years	18.28.015 (4) 18.28.015(14) 18.28.015(16)
2.6	Temporary hardship dwelling.	C	Notice and Opportunity for Hearing	18.28.015 (5) 18.28.015(14) 18.28.015(16)
2.7	Relative Forest Help Dwelling	STS	Notice and Opportunity for Hearing	

18.28.015 Use Standards

Propose adding a new subsection for Relative Forest Help Dwellings – renumber to add this as 18.28.015(6)

Accessory dwellings supporting family forestry; conditions. (1) As used in this section, “owner or a relative” means the owner of the lot or parcel, or a relative of the owner or the owner’s spouse, including a child, parent, stepparent, grandchild, grandparent, step grandparent, sibling, stepsibling, niece, nephew or first cousin of either.

(2) The county may approve a new single-family dwelling unit on a lot or parcel zoned for forest use provided:

(a) The new single-family dwelling unit will be on a lot or parcel no smaller than the minimum size allowed under ORS 215.780;

(b) The new single-family dwelling unit will be on a lot or parcel that contains exactly one existing single-family dwelling unit that was lawfully:

(A) In existence before November 4, 1993; or

(B) Approved under ORS 215.130 (6), 215.705, 215.720, 215.740, 215.750 or 215.755;

(c) The shortest distance between the new single-family dwelling unit and the existing single-family dwelling unit is no greater than 200 feet;

(d) The lot or parcel is within a rural fire protection district organized under ORS chapter 478 or

(e) The new single-family dwelling unit complies with the Oregon residential specialty code relating to

wildfire hazard mitigation:

(f) As a condition of approval of the new single-family dwelling unit, in addition to the requirements of ORS 215.293, the property owner agrees to acknowledge and record in the deed records for the county in which the lot or parcel is located, one or more instruments containing irrevocable deed restrictions that:

(A) Prohibit the owner and the owner's successors from partitioning the property to separate the new single-family dwelling unit from the lot or parcel containing the existing single-family dwelling unit; and

(B) Require that the owner and the owner's successors manage the lot or parcel as a working forest under a written forest management plan, as defined in ORS 526.455, that is attached to the instrument;

(g) The existing single-family dwelling unit is occupied by the owner or a relative;

(h) The new single-family dwelling unit will be occupied by the owner or a relative; and

(i) The owner or a relative occupies the new single-family dwelling unit to allow the relative to assist in the harvesting, processing or replanting of forest products or in the management, operation, planning, acquisition or supervision of forest lots or parcels of the owner.

(3) If a new single-family dwelling unit is constructed under this section, the county may not allow the new or existing dwelling unit to be used for vacation occupancy as defined in ORS 90.100.

18.28.040 Land divisions.

(1) The minimum parcel size for new forest parcels is 80 acres.

(2) New land divisions less than the parcel size in subsection (1) of this section may be approved for any of the following circumstances:

(a) For the Uses 1.8, 3.6, 3.7, 4.1, 4.3, 6.3, 6.5 through 6.8, 7.3 through 7.6, 7.8, and 7.9 in Table 1; provided, that such uses have been approved pursuant to CCC [18.28.020](#) and the parcel created from the division is the minimum size necessary for the use.

(b) For the establishment of a parcel for a dwelling that has existed since before June 1, 1995, subject to the following requirements:

(i) The parcel established may not be larger than five acres, except as necessary to recognize physical factors such as roads or streams, in which case the parcel shall not be larger than 10 acres; and

(ii) The parcel that does not contain the dwelling is not entitled to a dwelling unless subsequently authorized by law or goal and the parcel either:

(A) Meets the minimum land division standards of the zone; or

(B) Is consolidated with another parcel, and together the parcels meet the minimum land division standards of the zone.

(c) To allow a division of forest land to facilitate a forest practice as defined in ORS [527.620](#) that results in a parcel that does not meet the minimum area requirements of subsection (1) of this section. Approvals shall be based on findings that demonstrate that there are unique property specific characteristics present in the proposed parcel that require an amount of land smaller than the minimum area requirements of subsection (1) of this section in order to conduct the forest practice. Parcels created pursuant to this subsection:

- (i) Are not eligible for siting of a new dwelling;
- (ii) May not serve as the justification for the siting of a future dwelling on other lots or parcels;
- (iii) May not, as a result of the land division, be used to justify redesignation or rezoning of resource lands; and
- (iv) May not result in a parcel of less than 35 acres, unless the purpose of the land division is to:
 - (A) Facilitate an exchange of lands involving a governmental agency; or
 - (B) Allow transactions in which at least one participant is a person with a cumulative ownership of at least 2,000 acres of forest land.

(d) To allow a division of a lot or parcel zoned for forest use if:

- (i) At least two dwellings lawfully existed on the lot or parcel prior to November 4, 1993;
- (ii) Each dwelling complies with the criteria for a replacement dwelling under CCC [18.28.015\(4\)\(a\)](#);
- (iii) Except for one parcel, each parcel created under this paragraph is between two and five acres in size;
- (iv) At least one dwelling is located on each parcel created under this subsection; and
- (v) The landowner of a parcel created under this subsection provides evidence that a restriction prohibiting the landowner and the landowner's successors in interest from further dividing the parcel has been recorded with the county clerk of the county in which the parcel is located. A restriction imposed under this subsection shall be irrevocable unless a statement of release is signed by the county planning director of the county in which the parcel is located indicating that the comprehensive plan or land use regulations applicable to the parcel have been changed so that the parcel is no longer subject to statewide planning goals protecting forest land or unless the land division is subsequently authorized by law or by a change in a statewide planning goal for land zoned for forest use.

(e) To allow a proposed division of land to preserve open space or parks, as provided in ORS [215.783](#).

(3) A lot or parcel may not be divided under subsection (2)(d) of this section if an existing dwelling on the lot or parcel was approved under a statute, an administrative rule or a land use regulation as defined in ORS [197.015](#) that required removal of the dwelling or that prohibited subsequent division of the lot or parcel.

(4) Restrictions.

- (a) An applicant for the creation of a parcel pursuant to subsection (2)(b) of this section shall provide evidence that a restriction on the remaining parcel, not containing the dwelling, has been recorded with the county clerk. The restriction shall allow no dwellings unless authorized by law or goal on land zoned for forest use except as permitted under subsection (2) of this section.

(b) A restriction imposed under this subsection shall be irrevocable unless a statement of release is signed by the county planning director of the county where the property is located indicating that the comprehensive plan or land use regulations applicable to the property have been changed in such a manner that the parcel is no longer subject to statewide planning goals pertaining to agricultural land or forest land.

(5) A landowner allowed a land division under subsection (2) of this section shall sign a statement that shall be recorded with the county clerk of the county in which the property is located, declaring that the landowner will not in the future complain about accepted farming or forest practices on nearby lands devoted to farm or forest use.

(6) The county governing body or its designate may not approve a property line adjustment of a lot or parcel in a manner that separates a temporary hardship dwelling or home occupation from the parcel on which the primary residential use exists.

(7) A division of a lawfully established unit of land may occur along an urban growth boundary where the parcel remaining outside the urban growth boundary is zoned for forest use and is smaller than the minimum parcel size; provided, that:

(a) If the parcel contains a dwelling, it must be large enough to support continued residential use.

(b) If the parcel does not contain a dwelling:

(i) It is not eligible for siting a dwelling, except as may be authorized under ORS [195.120](#);

(ii) It may not be considered in approving a redesignation or rezoning of forest lands, except to allow a public park, open space, or other natural resource use; and

(iii) The owner of the parcel shall record with the county clerk an irrevocable deed restriction prohibiting the owner and all successors in interest from pursuing a cause of action or claim of relief alleging injury from farming or forest practices for which a claim or action is not allowed under ORS [30.936](#) or [30.937](#). (Ord. 309 § 3 (Ex. C), 2019)

(8) Minimum lot size in areas identified as big game winter range shall be:

(a) Three hundred twenty acres within the elk wintering range as designated in the county's comprehensive plan, Goal 5 element.

(b) One hundred sixty acres within the critical deer winter range as designated in the county's comprehensive plan, Goal 5 element.

(c) Eighty acres within the general winter range as designated in the county's comprehensive plan, Goal 5 element.

Juniper Acres

18.112.005 Purpose

CC ORDINANCE 325 ATTACHMENT A

PAGE 7 OF 8

The purpose of this zoning district is to ameliorate the consequences of the establishment of the Juniper Acres Partitioning in 1962 by permitting a level of residential development that would not ordinarily be permitted in an exclusive farm use zone given the large number of private owners of numerous legally created parcels, and to modulate the timing of the residential development. The Crook County Court had established a task force to investigate solutions to fire suppression, road construction and maintenance issues in the subdivision. These issues of public health and safety have not been addressed and the Court's order stating that it is premature to issue additional building permits in the Juniper Acres subdivision remains in effect. (Order 2007-80). The remaining sections of 18.112 shall not apply until the Court determines that building permits can be issued.

18.116 Destination Resort Overlay

18.116.120 Duration of final development plan approval.

A final development plan approval, including a modified final development plan approval, shall become void if construction has not commenced within two years, plus the period of any extensions under CCC 18.172.060 after the date the approval, including any modified approval, became final. Appeals to higher authorities, including the Oregon Land Use Board of Appeals, Court of Appeals, Oregon Supreme Court or Circuit Court, shall toll the running of this time period until such time as all appeals are fully resolved by a final judgment being issued by the appellate authority and any remand proceedings have resulted in a final county decision.

18.172.060 Director Decisions.(2) Extensions

(a) A request for an extension to a land use approval shall be handled administratively by the director without public notice or hearing, and is not subject to appeal as a land use decision.

(b) The director shall grant up to four extensions to a land use approval regardless of whether the applicable criteria have changed (except where state law precludes), if:

(i) An applicant makes a written request for an extension of the development approval period;
and

(ii) The request, along with the appropriate fee, is submitted to the county prior to the expiration of the approval period.

(c) Approval of a modification to a land use approval pursuant to CCC 18.172.100 or to a Final Destination Resort Development Plan under 18.116.110 shall be treated as a new final decision for purposes of calculating the expiry provisions of CCC 18.172.060(2)(b).



Attachment B

Crook County
Community Development Department - Planning Division
 300 NE 3rd Street, Room 12
 Prineville, OR 97754
 (541)447-3211
plan@co.crook.or.us

June 15, 2021

BEFORE THE CROOK COUNTY PLANNING COMMISSION
PROPOSED ZONING CODE AMENDMENTS 217-21-000414-PLNG

APPLICANT: Crook County Community Development Department

REQUEST: Crook County staff identified code language updates to:

- Bring zoning ordinances into compliance with current State statutes and regulations;
- Provide clear and objective criteria within the zoning ordinance to provide for greater understanding of requirements;
- Allow for local flexibility in interpreting code language;
- Edit code language that is incorrect;
- Delete references to outdated or removed sections.

Specifically, the proposed code amendments consist of clarifying updates and housekeeping revisions to Chapters 17 and 18 of the County's code. The proposal includes the following:

- Revises definitions of "property line adjustment" and partition land" to be consistent with state law;
- Reflects land use board of appeals decisions and the County's practices regarding Paulina Ranches and Riverside Ranches;
- Includes specific standards for relative forest help dwellings to be consistent with state law.
- Includes minimum lot sizes for designated big game winter range areas in the County's Forest zone to be consistent with the County's comprehensive plan designations;
- Acknowledges a County Court order regarding the EFU-zoned Juniper Acres subdivision; and
- Clarifies the County's existing practices regarding processing and the effect of modifications to land use decisions.

The Planning Commission held a work session on May 26, 2021 to discuss the proposed changes. They directed staff to make editorial changes.

FINDINGS: Oregon Revised Statute (ORS) 197.610 applies to submission of proposed comprehensive plan or land use changes to the Department of Land Conservation and Development. The statutory language is in standard text and the County's response is in

bold/italics.

197.610 Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development; rules. (1) Before a local government adopts a change, including additions and deletions, to an acknowledged comprehensive plan or a land use regulation, the local government shall submit the proposed change to the Director of the Department of Land Conservation and Development. The Land Conservation and Development Commission shall specify, by rule, the deadline for submitting proposed changes, but in all cases the proposed change must be submitted at least 20 days before the local government holds the first evidentiary hearing on adoption of the proposed change. The commission may not require a local government to submit the proposed change more than 35 days before the first evidentiary hearing.

The County submitted notice to the Department of Land Conservation and Development (DLCD) on May 19, 2021. Public notice was published in the Central Oregonian on June 1, 2021.

(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review, the local government shall submit the proposed changes as soon as practicable, but may submit the proposed changes after the applicable deadline.

Not applicable.

(3) Submission of the proposed change must include all of the following materials:

- (a) The text of the proposed change to the comprehensive plan or land use regulation implementing the plan;
- (b) If a comprehensive plan map or zoning map is created or altered by the proposed change, a copy of the map that is created or altered;
- (c) A brief narrative summary of the proposed change and any supplemental information that the local government believes may be useful to inform the director or members of the public of the effect of the proposed change;
- (d) The date set for the first evidentiary hearing;
- (e) The form of notice or a draft of the notice to be provided under ORS 197.763, if applicable; and
- (f) Any staff report on the proposed change or information describing when the staff report will be available, and how a copy of the staff report can be obtained.

The May 19, 2021 submission to DLCD included a draft staff report a brief narrative, the date for the first hearing, and a draft public notice including information regarding the availability of a final staff report.

(4) The director shall cause notice of the proposed change to the acknowledged comprehensive plan or the land use regulation to be provided to:

- (a) Persons that have requested notice of changes to the acknowledged comprehensive plan of the particular local government, using electronic mail, electronic bulletin board, electronic mailing list server or similar electronic method; and
- (b) Persons that are generally interested in changes to acknowledged comprehensive plans, by posting notices periodically on a public website using the Internet or a similar electronic method.

Public notice of the proposed hearing was provided in the Central Oregonian, made available to interested parties, and posted on the Crook County Community Development website.

(5) When a local government determines that the land use statutes, statewide land use planning goals and administrative rules of the commission that implement either the statutes or the goals do not apply to a proposed change to the acknowledged comprehensive plan and the land use regulations, submission of the proposed change under this section is not required.

The local government finds that the proposed text changes are editorial in nature, are intended to make County Code consistent with State law and to remove improper citations. The proposed changes are supportive of Goal 1 (Citizen Involvement) by clarifying intent and removing improper citations. No other statutes or goals apply.

The proposed code changes are shown in Attachment A as “track changes” to the current code language.

Recommendation: The Planning Department recommends that the Planning Commission review the proposed code changes and make a recommendation to the Crook County Court to adopt the proposed Code edits or to adopt the proposed Code edits with changes.

Respectfully,

Ann Beier, Director
Crook County Community Development Department

Attachment A: Proposed code changes

Request to place business before the Crook County Court

Important Note: The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents, and those placed on the agenda by the county judge or to individual county commissioners. Administrative matters which are the purview of individual elected officials, individual department heads or appointed boards, commissions and committees will be referred and not scheduled for the agenda. By completing this form, you are asking to be placed on the agenda. If a decision is made to place this matter on the agenda, a date for appearance will be assigned based on the availability of time on the Court agenda. In the meantime, every effort should be exhausted by petitioners to resolve their concerns at a lower level.

Describe the matter to be placed before the Court: The naming of a portion of a Private Drive

as a condition of a Planning approval.

What action are you requesting that the Court take? To approve the Road Name of:

SW CASCADE VIEW LN

What efforts have you made to resolve this matter administratively? Notices have been sent to:

Crook County 911 Manager, Crook County Road Manager, Prineville US Postmaster, & CCGIS.

In accordance with CCC 12.12.200 the Court has authority to name this private road, and in accordance with CCC 12.12.250 public input was sought with no objections being received.

How long do you estimate you will need to make a presentation? (circle)

5 minutes 10 minutes 15 minutes _____ minutes

Please complete both sides

Your name: Nathan Trammell

Your contact information:

Address: 300 NE 3rd St Rm 11, Prineville, Or 97754

Phone: 541-447-3211 Cell phone: 541-390-3257

Email: nate.trammell@co.crook.or.us Fax: 541-416-2139

Are you (or will you be) represented by legal counsel?

yes (please name your attorney) Eric Blaine

no, I am not currently represented and I do not plan to be represented by legal counsel when I appear before the Court in this matter. (Note: it is your obligation to advise the Court if at any time during this proceeding you retain legal counsel to assist you.)

Do you require an accomodation to address a physical disability? If so, please specify the nature of the disability and the accomodation needed. No

Optional Endorsement:

Signature of County Judge/Commissioner endorsing this request and requesting placement of the agenda: *(A request submitted at the request of a sponsoring commissioner, will be placed on an appropriate agenda. All other matters will be considered for appropriateness for consideration by the full Court in view of the above criteria.)*

Court member signature

Date

<p>Office use:</p> <p>Matter calendared for: _____ Time: _____</p> <p>Matter referred to: _____</p> <p>Notice of disposition via (<i>circle</i>):</p> <p style="text-align: center;">landline phone contact /cell phone contact/ message / email / fax</p> <p>Date of notice: _____ By: _____</p>
--

Please complete both sides

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

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

ORDER NO. 2021-37

WHERE AS, the above entitled matter came before the County Court; and

WHERE AS, a Road Naming Application was filed in accordance with CCC 12.12.230;

WHERE AS, in compliance with CCC 12.12.200 Crook County finds that there is a need to name this private road;

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

NOW, THEREFORE: the Crook County Court orders, the Road described on the attached "EXHIBIT A " to be named: SW CASCADE VIEW LN

Dated this 7th day of July, 2021. CROOK COUNTY COURT

Judge: Seth Crawford

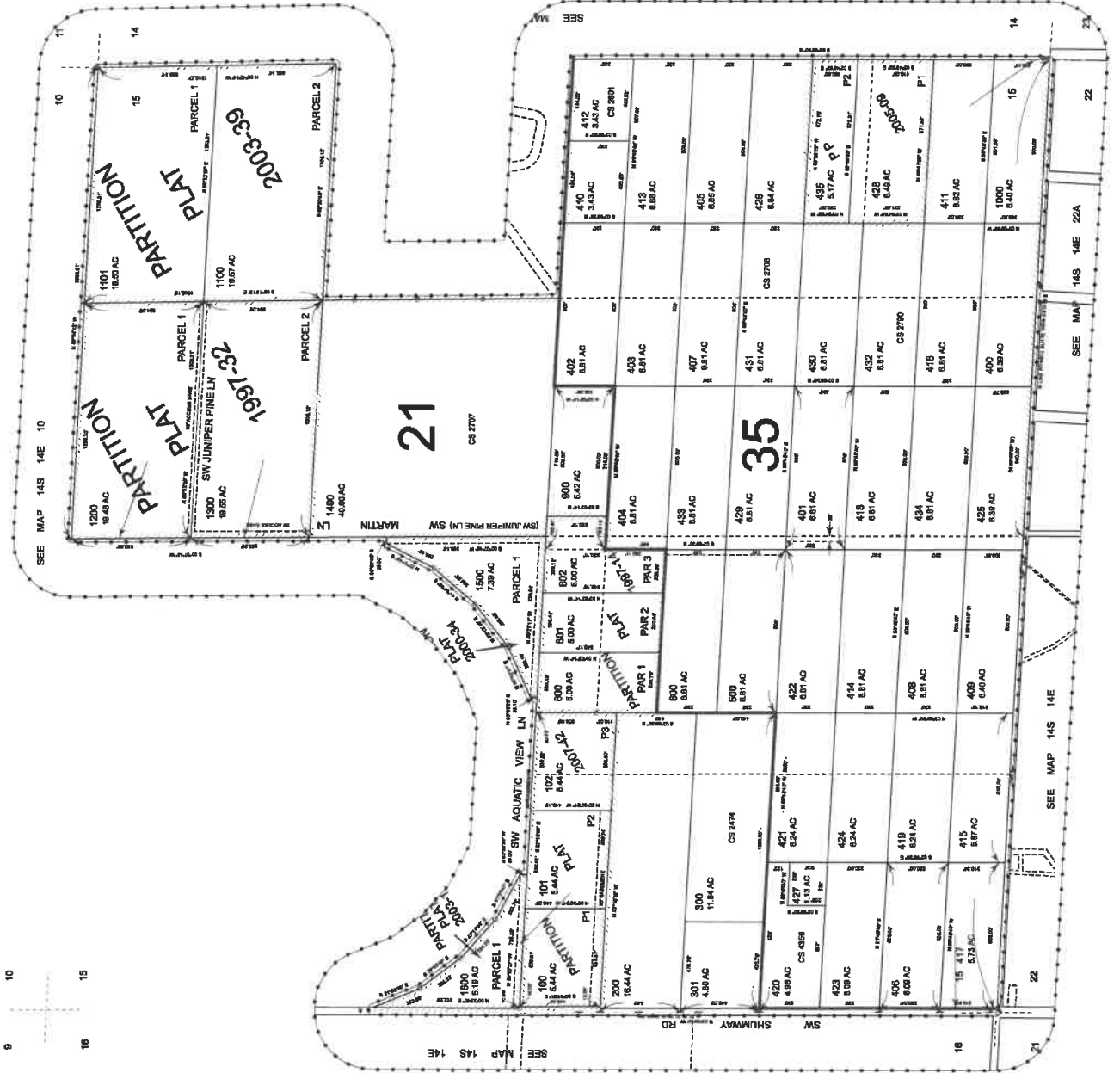
Commissioner: Jerry Brummer

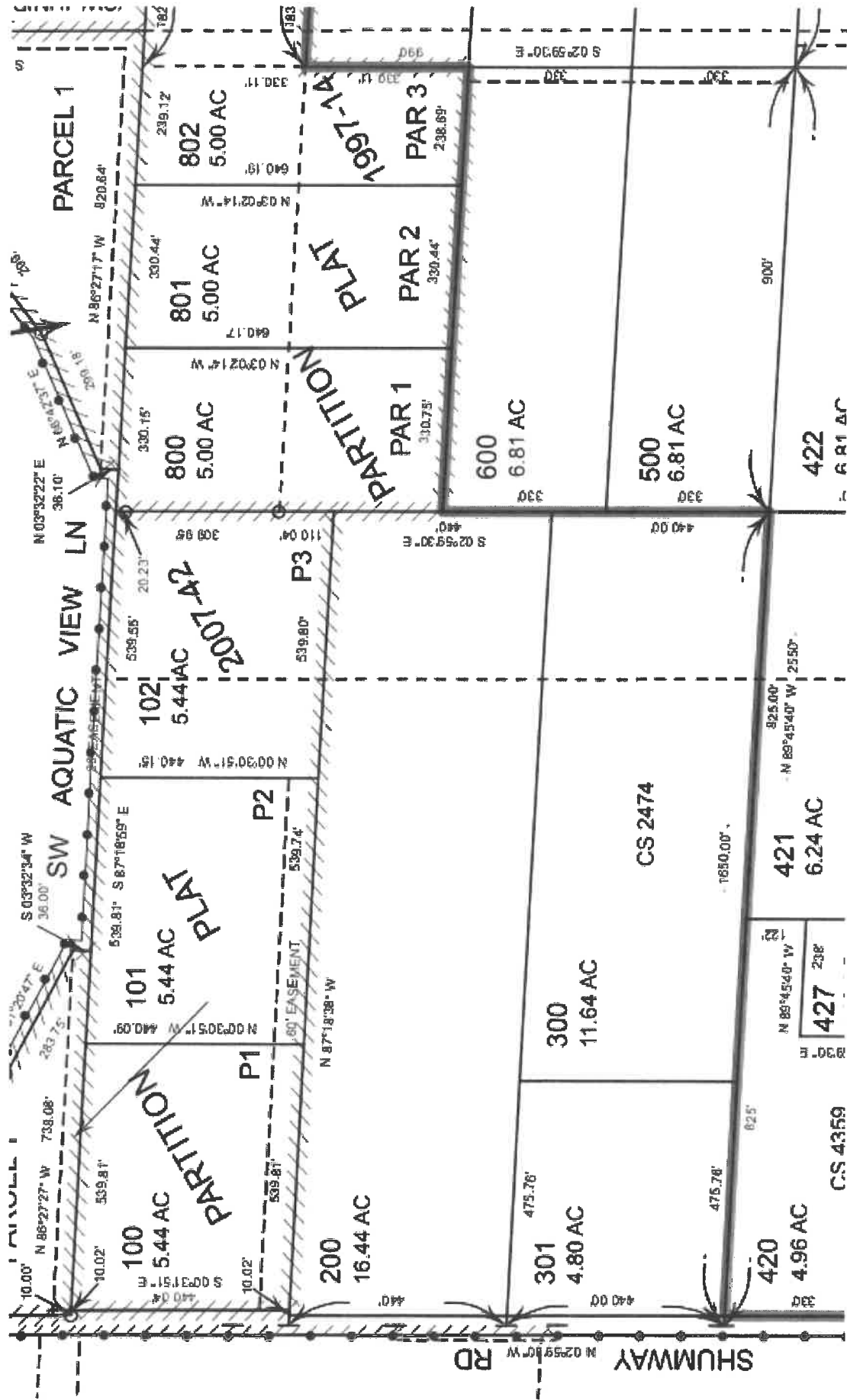
Commissioner: Brian Barney

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SECTION 15 T.16S. R.14E. W.M. CROOK COUNTY

16S14E15 CANCELED: 700







Crook County Property Summary Report

Report Date: 6/18/2021 9:55:59 AM

Disclaimer

The information and maps presented in this report are provided for your convenience. Every reasonable effort has been made to assure the accuracy of the data and associated maps. Crook County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. Crook County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Crook County shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. Crook County assumes no liability for any decisions made or actions taken or not taken by the user of this information or data furnished hereunder.

Account Summary

Account Information

Mailing Name: OLSEN PAUL R & RALENE A
Map and Taxlot: 16141500-00200-2010
Account: 2010
Tax Status: Taxable
Situs Address: 13444 SW SHUMWAY RD, POWELL BUTTE OR 97753

Property Taxes

Current Tax Year: 2020
Tax Code Area: 0021

Assessment

Subdivision:
Lot:
Block:
Assessor Acres: 16.44
Property Class: 401

Ownership

Mailing Address:
 OLSEN PAUL R & RALENE A
 13444 SW SHUMWAY RD
 POWELL BUTTE, OR 97753

Valuation

Real Market Values as of Jan. 1, 2021

Land \$312,270
Structures \$174,800
Total \$487,070

Current Assessed Values:

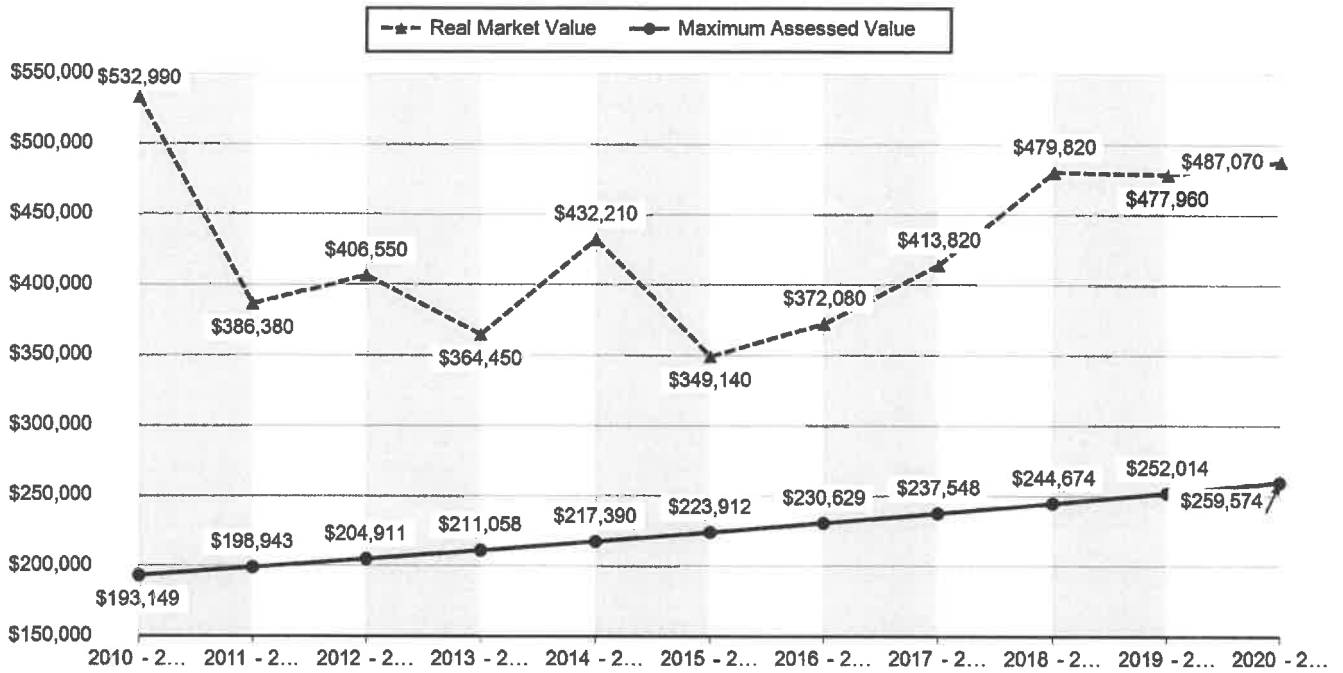
Maximum Assessed \$259,574
Assessed Value \$259,574
Veterans Exemption \$0.00

Warnings, Notations, and Special Assessments

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015
Real Market Value - Land	\$444,460	\$311,140	\$311,140	\$247,380	\$294,100
Real Market Value - Structures	\$88,530	\$75,240	\$95,410	\$117,070	\$138,110
Total Real Market Value	\$532,990	\$386,380	\$406,550	\$364,450	\$432,210
Maximum Assessed Value	\$193,149	\$198,943	\$204,911	\$211,058	\$217,390
Total Assessed Value	\$193,149	\$198,943	\$204,911	\$211,058	\$217,390
Exemption Value	\$0	\$0	\$0	\$0	\$0

2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021
\$219,460	\$219,460	\$258,950	\$306,270	\$306,270	\$312,270
\$129,680	\$152,620	\$154,870	\$173,550	\$171,690	\$174,800
\$349,140	\$372,080	\$413,820	\$479,820	\$477,960	\$487,070
\$223,912	\$230,629	\$237,548	\$244,674	\$252,014	\$259,574
\$223,912	\$230,629	\$237,548	\$244,674	\$252,014	\$259,574
\$0	\$0	\$0	\$0	\$0	\$0



Error: Subreport could not be shown.

Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording
03/01/1992	UNDETERMINED GRANTOR NAME		\$19,900	WARRANTY DEED	1994-103216
04/18/2016	BERNT JOANNE M	OLSEN PAUL R & RALENE A	\$375,000		2016-273622

Structures

Stat Class/Description	Improvement Description	Code Area	Year Built	Eff Year Built	Total Sq Ft
RESIDENCE - Residential Other Improvements	Residential Other Improvements	0021	2000	2000	24

Land Characteristics

Land Description	Acres	Land Classification
Market	16.41	Mrkt
OSD	0.00	CONVERSION OSD
OSD	0.00	YARD - AVERAGE

Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

Error: Subreport could not be shown.

OFFICIAL RECORD OF DESCRIPTIONS
OF REAL PROPERTY
COUNTY ASSESSOR'S OFFICE

29

16	14	15		200			
SWP.	RGE.	SEC.	1/4 /16	TAX LOT NUMBER	TYPE	SPEC. INT. IN REAL PROP.	CODE AREA NUMBER
MAP NUMBER				ACCOUNT NUMBER			

26

FORMERLY PART OF T.L. NO. 16 14 2500

INDENT EACH NEW COURSE TO THIS POINT	2010	DESCRIPTION AND RECORD OF CHANGE	E 5113	DATE OF ENTRY ON THIS CARD	DEED RECORD		ACRES REMAINING
					VOL.	PG.	
		Baap whence the W 1/4 cor of sd sec 15 bears N 02° 59' 30" W 440 ft; th S 89° 45' 40" E 1650.00 ft; th S 02° 59' 30" E 440 ft; th N 89° 45' 40" W 1650.00 ft; th N 02° 59' 30" W 440 ft; to the POB.					
		Exc: the Wly 20 ft wh is reserved for rdwy pur.					
		Stearns, Arthur F. & Marie E. V#20117	WD Assign	5-17-71	104 389	104 392	16.64
		Exc: Shumway Rd 0.20					16.44
		Lafky, Jim O. V#20123	WD Assign	5-17-71	104 391	104 397	
		Buckendahl, Perry F & Mary Jo and Dearborn, Tom & Carolyn V#20123	B&SD	9-2-71	MF 14863		
		Buckendahl, Perry F & Mary Jo and Dearborn, Carolyn Ann V28297	WD	9-2-71	MF 14920		
		Code changed to 11 V#44326		9/21/81			
		Buckendahl, Dana & Bernt, JoAnne(not as tenants in common but WROS) V#63711	WD	5-11-92	MF#103216		
		Buckendahl, Dana L.& Bernt, JoAnne(not as tenants in common, but with right of survivorship)	B&SD	4-15-93	MF#104703		
		Bernt, JoAnne	SB&SD	04-23-96	MF#126952		
		BERNT, Joanne M & HARTMANN, Kay M NTIC BWROS	SBSD	2-23-98	MF138963		
		Annex to Crook County Rural Fire Protection District #1 Taxing Zone 1 Order #97-13		4-12-99	MF136144		
		Olsen, Paul R. & Ralene A. tbte	SWD	5-2-16	273622		



Crook County Property Summary Report

Report Date: 6/18/2021 9:58:44 AM

Disclaimer

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Account Summary

Account Information

Mailing Name: NEWMAN BRIAN O AND NEWMAN
CONNIE

Map and Taxlot: 16141500-00300-2011

Account: 2011

Tax Status: Taxable

Situs Address: 13490 SW SHUMWAY RD, POWELL
BUTTE OR 97753

Property Taxes

Current Tax Year: 2020

Tax Code Area: 0021

Assessment

Subdivision:

Lot:

Block:

Assessor Acres: 11.64

Property Class: 401

Ownership

Mailing Address:

NEWMAN BRIAN O AND NEWMAN CONNIE

13023 NE HWY 99, 7-370

VANCOUVER, WA 98686

Valuation

Real Market Values as of Jan. 1, 2021

Land \$320,370

Structures \$510,740

Total \$831,110

Current Assessed Values:

Maximum Assessed \$424,947

Assessed Value \$424,947

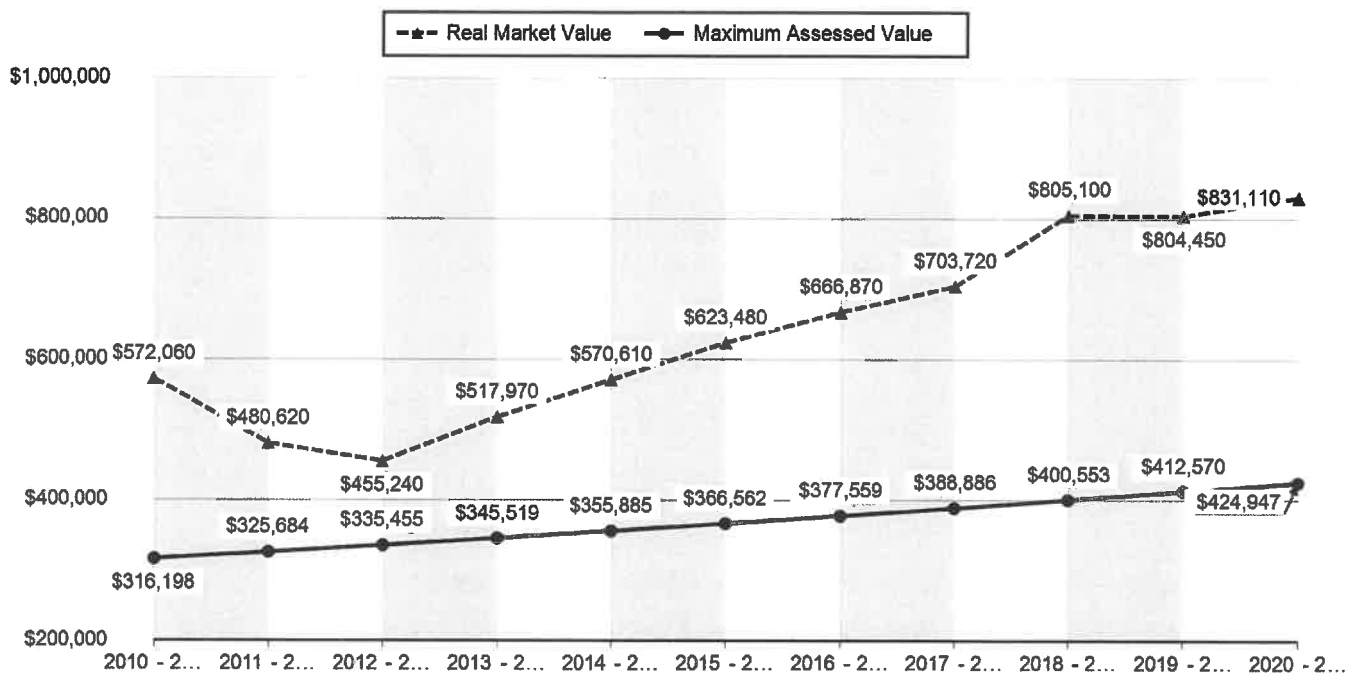
Veterans Exemption \$0.00

Warnings, Notations, and Special Assessments

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015
Real Market Value - Land	\$254,840	\$203,550	\$203,550	\$164,670	\$195,920
Real Market Value - Structures	\$317,220	\$277,070	\$251,690	\$353,300	\$374,690
Total Real Market Value	\$572,060	\$480,620	\$455,240	\$517,970	\$570,610
Maximum Assessed Value	\$316,198	\$325,684	\$335,455	\$345,519	\$355,885
Total Assessed Value	\$316,198	\$325,684	\$335,455	\$345,519	\$355,885
Exemption Value	\$0	\$0	\$0	\$0	\$0

2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021
\$225,070	\$225,070	\$265,690	\$314,370	\$314,370	\$320,370
\$398,410	\$441,800	\$438,030	\$490,730	\$490,080	\$510,740
\$623,480	\$666,870	\$703,720	\$805,100	\$804,450	\$831,110
\$366,562	\$377,559	\$388,886	\$400,553	\$412,570	\$424,947
\$366,562	\$377,559	\$388,886	\$400,553	\$412,570	\$424,947
\$0	\$0	\$0	\$0	\$0	\$0



Error: Subreport could not be shown.

Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording
12/01/1991	UNDETERMINED GRANTOR NAME		\$15,900	WARRANTY DEED	1994-102963
08/16/2012	RODGERS LONIE L	SNYDER DOUGLAS R AND FRANZETTI	\$532,500		2012-253799
01/09/2020	SNYDER DOUGLAS R	NEWMAN BRIAN O AND NEWMAN CONNIE	\$850,000		2020-297616
09/29/2004	HARVEY, PATRICK LAWRENCE		\$0		2006-194116

Structures

Stat Class/Description	Improvement Description	Code Area	Year Built	Eff Year Built	Total Sq Ft
RESIDENCE - Residential Other Improvements	Residential Other Improvements	0021	2005	2005	200

Accessories

Improvement Type	Sq Ft
Detached Garage	2340
Paving	6272

Land Characteristics

Land Description	Acres	Land Classification
OSD	0.00	CONVERSION OSD
Market	11.62	Mrkt
OSD	0.00	YARD - AVERAGE

Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

Error: Subreport could not be shown.

16	14	15		300					
TWP.	RGE.	SEC.	1/4	/16	TAX LOT NUMBER	TYPE	SPEC. INT. IN REAL PROP.	CODE AREA NUMBER	
MAP NUMBER				ACCOUNT NUMBER					

**OFFICIAL RECORD OF DESCRIPTIONS
OF REAL PROPERTY
COUNTY ASSESSOR'S OFFICE**

29

FORMERLY PART OF T.L. NO. 16 14 2500

INDENT EACH NEW COURSE TO THIS POINT	2011	DESCRIPTION AND RECORD OF CHANGE	DATE OF ENTRY ON THIS CARD	DEED RECORD		ACRES REMAINING
				VOL.	PG.	
		Baap whence the W 1/4 cor of sd Sec 15 bears N 02° 59' 30" W 880.00 ft; th S 89° 45' 40" E 1650.00 ft; th S 02° 59' 30" E 440.00 ft; th N 89° 45' 40" W 1650.00 ft; th N 02° 59' 30" W 440.00 ft to the POB.				
		Exc: Wly 20 ft wh is reserved for rdwy pur.				
		Stearn, Arthur F. & Marie E. V#20118	WD	5-17-71	104 389	16.84
			Assign		104 392	
		Exc: Shumway Rd 0.20				16.44
		Lafky, Jim O. V#20123	WD	5-17-71	104 391	
			Assign		104 397	
			B&SD	9-2-71	MF 14863	
		Buckendahl, Perry F & Mary Jo and Dearborn, Tom & Carolyn V#20123	WD	9-2-71	MF 14920	
		Exc:				
		TL 301 V#22750 4.80	WD	6-30-72	MF18033	11.64
		Buckendahl, Perry F & Mary Jo and Dearborn, Carolyn Ann V28297	QCD	9-17-74	MF 26195	
		Code changed to 11	V#44326	9/21/81		
			EASE	3-17-92	MF#102962	
		Harvey, Patrick Lawrence V#63227	WD	3-17-92	MF#102963	
			EASE	4-14-93	MF#104554	
		Annex to Crook County Rural Fire Protection District #1 Taxing Zone 1 Order #97-13		4-12-99	MF136144	
		Rodgers, Lonie & Maria, etux	SW	10-06-04	MF194116	
		Rodgers, Lonie L & Maria E tbte	SW	3-30-06	MF209491	
		Snyder, Douglas R. and Elizabeth H, as tenants by the entirety	SWD	8-22-12	MF 253799	
		Newman, Brian O. and Newman, Connie tbte	SWD	01-10-20	297616	

DR FT-C-48 (3-70)



Crook County Property Summary Report

Report Date: 6/18/2021 9:59:37 AM

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Account Summary

Account Information

Mailing Name: MARTIN JAMES GLENN & CARI L
Map and Taxlot: 16141500-00301-2012
Account: 2012
Tax Status: Taxable
Situs Address: 13526 SW SHUMWAY RD, POWELL
 BUTTE OR 97753

Property Taxes

Current Tax Year: 2020
Tax Code Area: 0021

Assessment

Subdivision:
Lot:
Block:
Assessor Acres: 4.80
Property Class: 401

Ownership

Mailing Address:
 MARTIN JAMES GLENN & CARI L
 2690 LIBERTY ST
 NORTH BEND, OR 97459

Valuation

Real Market Values as of Jan. 1, 2021

Land \$112,660
Structures \$147,290
Total \$259,950

Current Assessed Values:

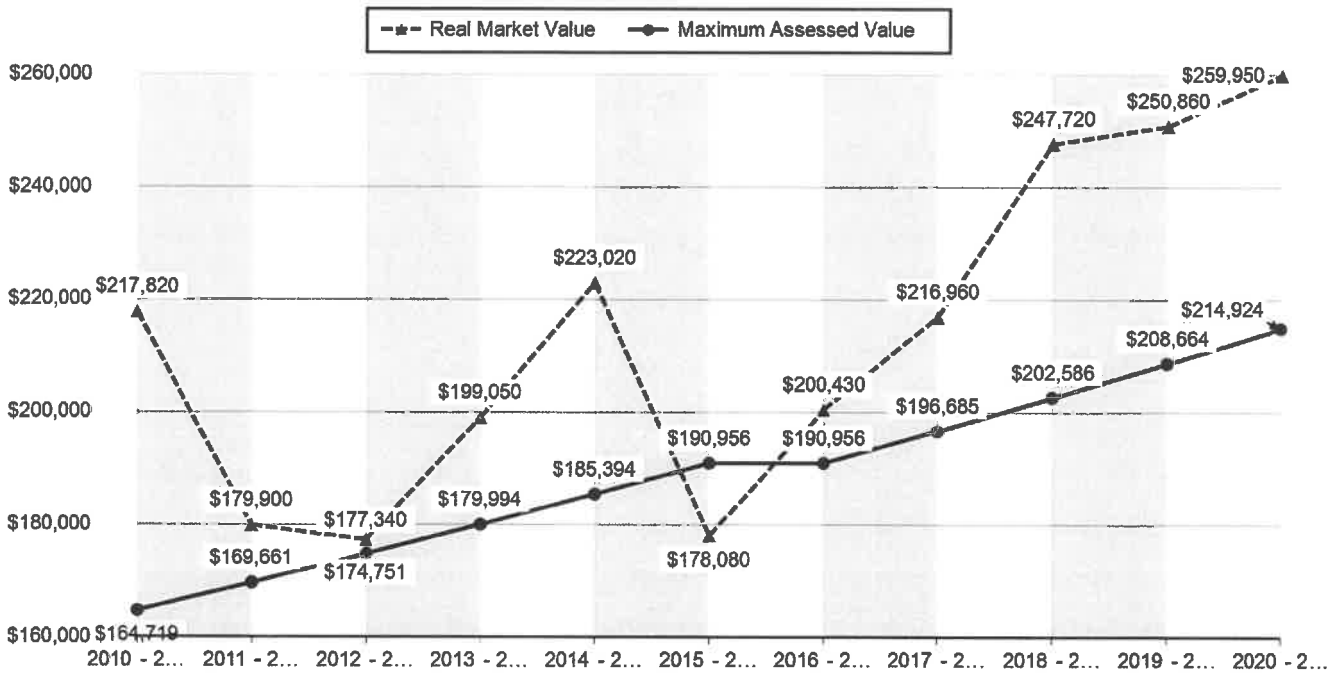
Maximum Assessed \$214,924
Assessed Value \$214,924
Veterans Exemption \$0.00

Warnings, Notations, and Special Assessments

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015
Real Market Value - Land	\$137,400	\$109,750	\$109,750	\$89,220	\$106,670
Real Market Value - Structures	\$80,420	\$70,150	\$67,590	\$109,830	\$116,350
Total Real Market Value	\$217,820	\$179,900	\$177,340	\$199,050	\$223,020
Maximum Assessed Value	\$164,719	\$169,661	\$174,751	\$179,994	\$185,394
Total Assessed Value	\$164,719	\$169,661	\$174,751	\$179,994	\$185,394
Exemption Value	\$0	\$0	\$0	\$0	\$0

2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021
\$78,340	\$78,340	\$91,200	\$106,660	\$106,660	\$112,660
\$99,740	\$122,090	\$125,760	\$141,060	\$144,200	\$147,290
\$178,080	\$200,430	\$216,960	\$247,720	\$250,860	\$259,950
\$190,956	\$190,956	\$196,685	\$202,586	\$208,664	\$214,924
\$178,080	\$190,956	\$196,685	\$202,586	\$208,664	\$214,924
\$0	\$0	\$0	\$0	\$0	\$0



Error: Subreport could not be shown.

Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording
03/06/2007	HARVEY ROBERT L	MARTIN JAMES GLENN & CARI	\$0		2007-219425
12/01/1991	UNDETERMINED GRANTOR NAME		\$10,000	WARRANTY DEED	1994-102272

Structures

Stat Class/Description	Improvement Description	Code Area	Year Built	Eff Year Built	Total Sq Ft
RESIDENCE - Residential Other Improvements	Residential Other Improvements	0021	0	2001	132

Accessories

Improvement Type	Sq Ft
General Purpose Building	960
Multi-Purpose Shed	476

Land Characteristics

Land Description	Acres	Land Classification
Market	4.79	Mrkt
OSD	0.00	CONVERSION OSD

Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

Error: Subreport could not be shown.

16 14 15

301

20

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTY COUNTY ASSESSOR'S OFFICE

29

TWP. RGE. SEC 1/4 /16 TAX LOT NUMBER TYPE SPEC. INT. IN REAL PROP. CODE AREA NUMBER

FORMERLY PART OF T.L. NO. 300

INDENT EACH NEW COURSE TO THIS POINT

2012

DESCRIPTION AND RECORD OF CHANGE

SEHS R-5

DATE OF ENTRY ON THIS CARD

DEED RECORD VOL. PD.

ACRES REMAINING

The W 5 ac of that port of land located in the S 1/2 of sec 15 T16S R14E WM more part des as fol:

Baap whence the W 1/4 cor of sd sec 15 bears N 02°59'30" W 880.00 ft; th S 89°45'40" E 1650.00 ft; th S 02°59'30" E 440.00 ft; th N 89°45'40" W 1650.00 ft; th N 02°59'30" W 440.00 ft to the POB

Lafky, Jim O. V#22750

WD

6-30-72

MF 18033

5.00

Exc:

Shumway Rd 0.20

4.80

Code changed to 11 V#4326

9/21/81

Harvey, Robert L. & LaMoine S. V#62851

WD

1-10-92

MF#102272

EASE

4-14-93

MF#104553

Annex to Crook County Rural Fire Protection District #1 Taxing Zone 1 Order #97-13

4-12-99

MF136144

Harvey, Robert L.

DC

12-02-02

MF175038

Martin, James Glenn & Cari L h-w

SW

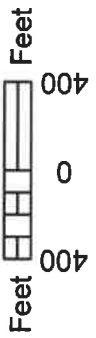
3-12-07

MF219425

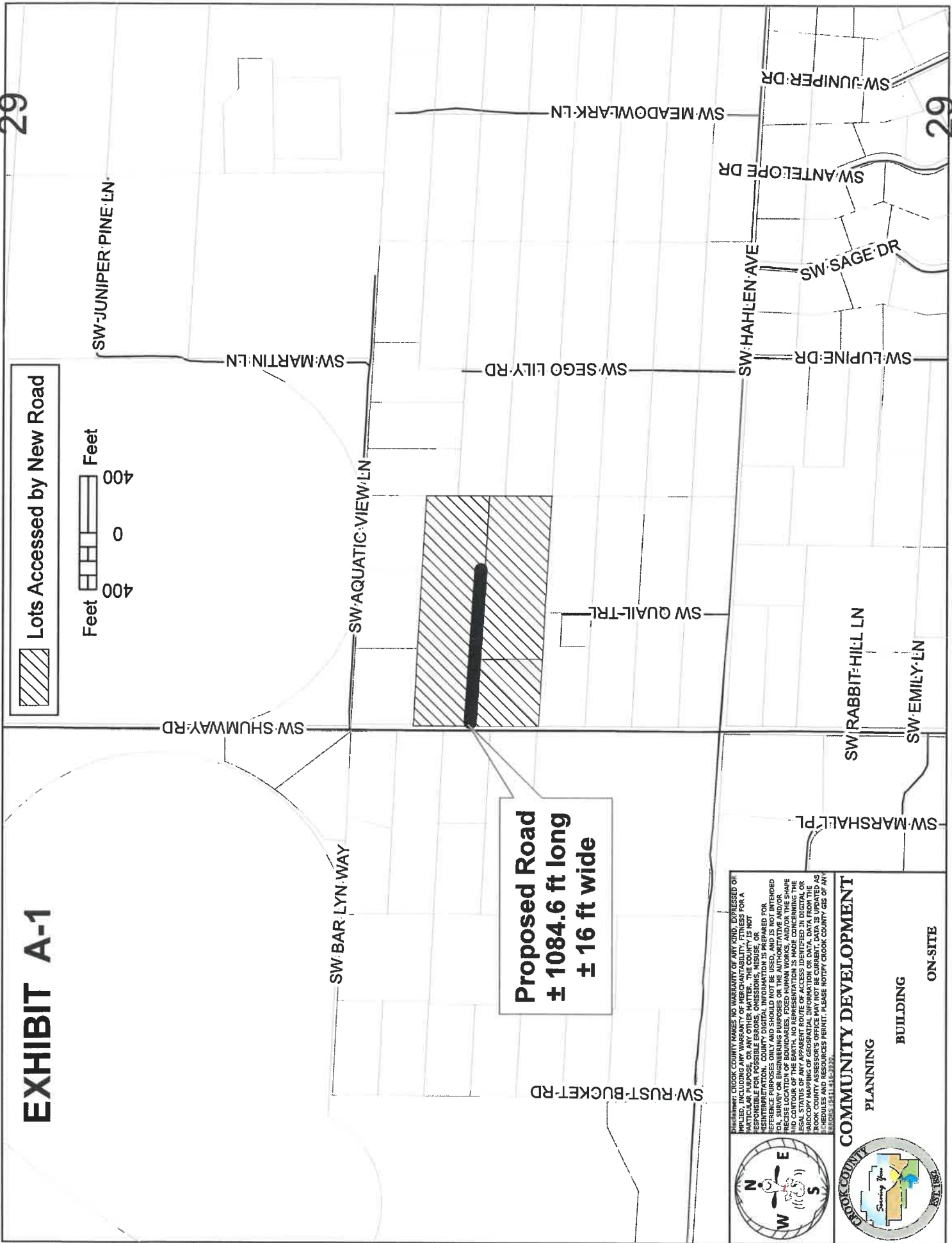
EXHIBIT A-1

29

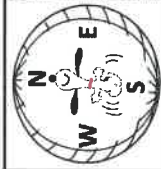
29



**Proposed Road
± 1084.6 ft long
± 16 ft wide**



PLANNING
BUILDING
ON-SITE

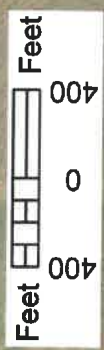


COMMUNITY DEVELOPMENT

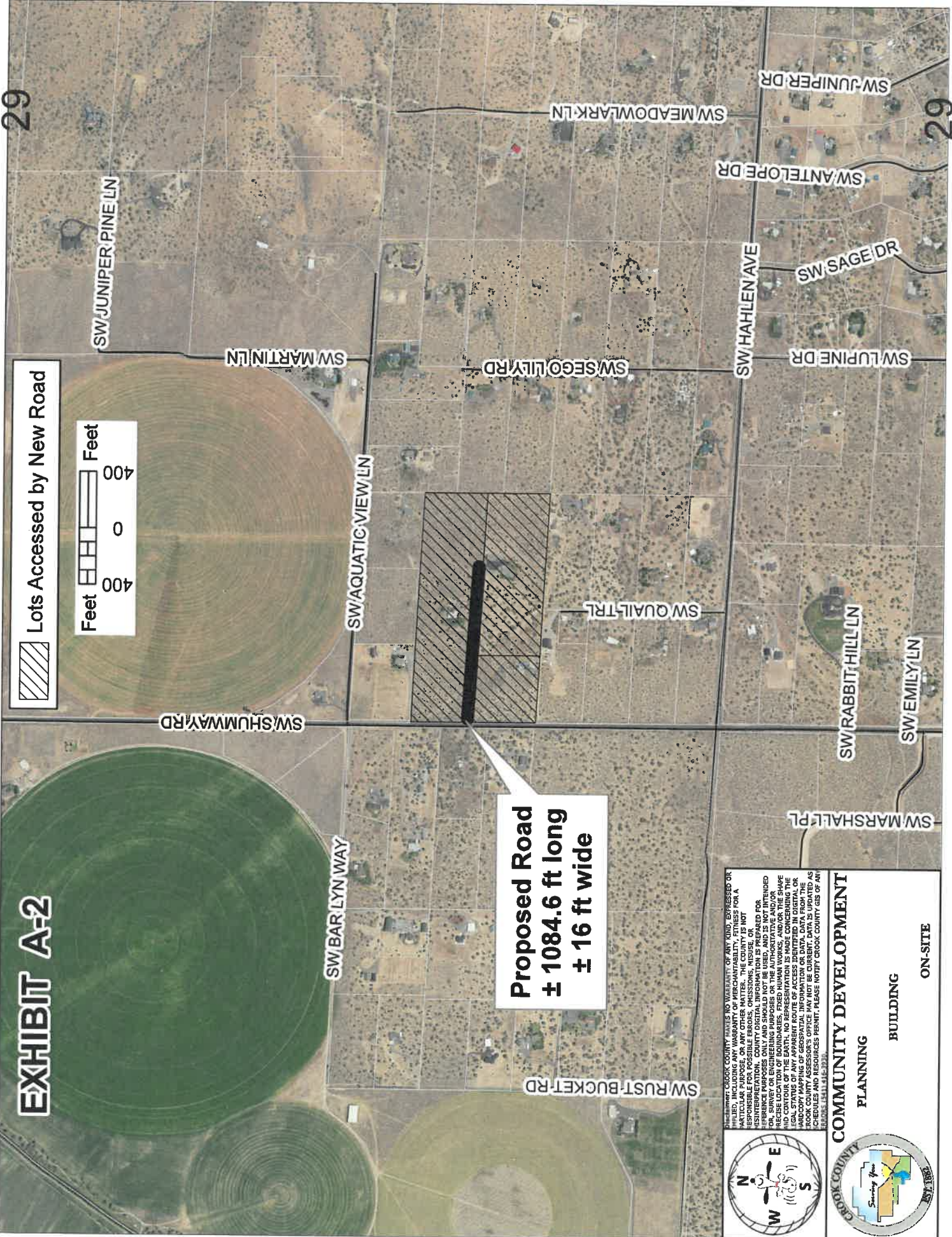
PLANNING COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR INADEQUACIES OF THE INFORMATION PROVIDED HEREON. THIS INFORMATION IS FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES OR THE AUTHORITY AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE OF ANY OBJECTS. THE INFORMATION IS BASED ON THE BEST AVAILABLE DATA. THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HAND-COPY MAPPING OF GEOSPATIAL INFORMATION OR DATA FROM THE PLANNING COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS NECESSARY. PLEASE NOTIFY CREEK COUNTY GIS OF ANY ERRORS. 11-14-11 11:52:33 AM

EXHIBIT A-2

Lots Accessed by New Road



**Proposed Road
± 1084.6 ft long
± 16 ft wide**



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COMMUNITY DEVELOPMENT

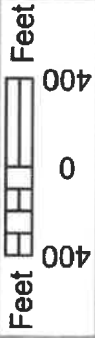
PLANNING

BUILDING

ON-SITE

EXHIBIT A-3

Lots Accessed by New Road



**Proposed Road
± 1084.6 ft long
± 16 ft wide**



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COMMUNITY DEVELOPMENT

PLANNING

BUILDING

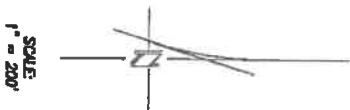
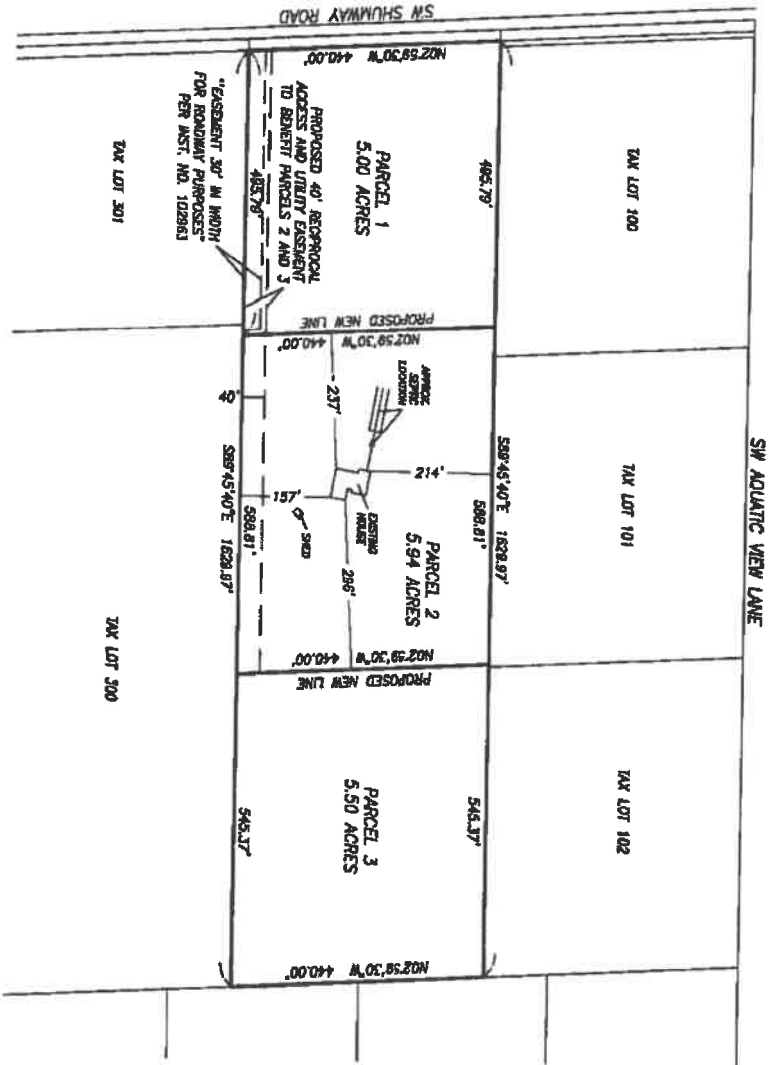
ON-SITE

PROPOSED LOT PARTITION FOR PAUL OLSEN,
LOCATED IN LOT 1, SURVEY NO. 273,
CROOK COUNTY, OREGON

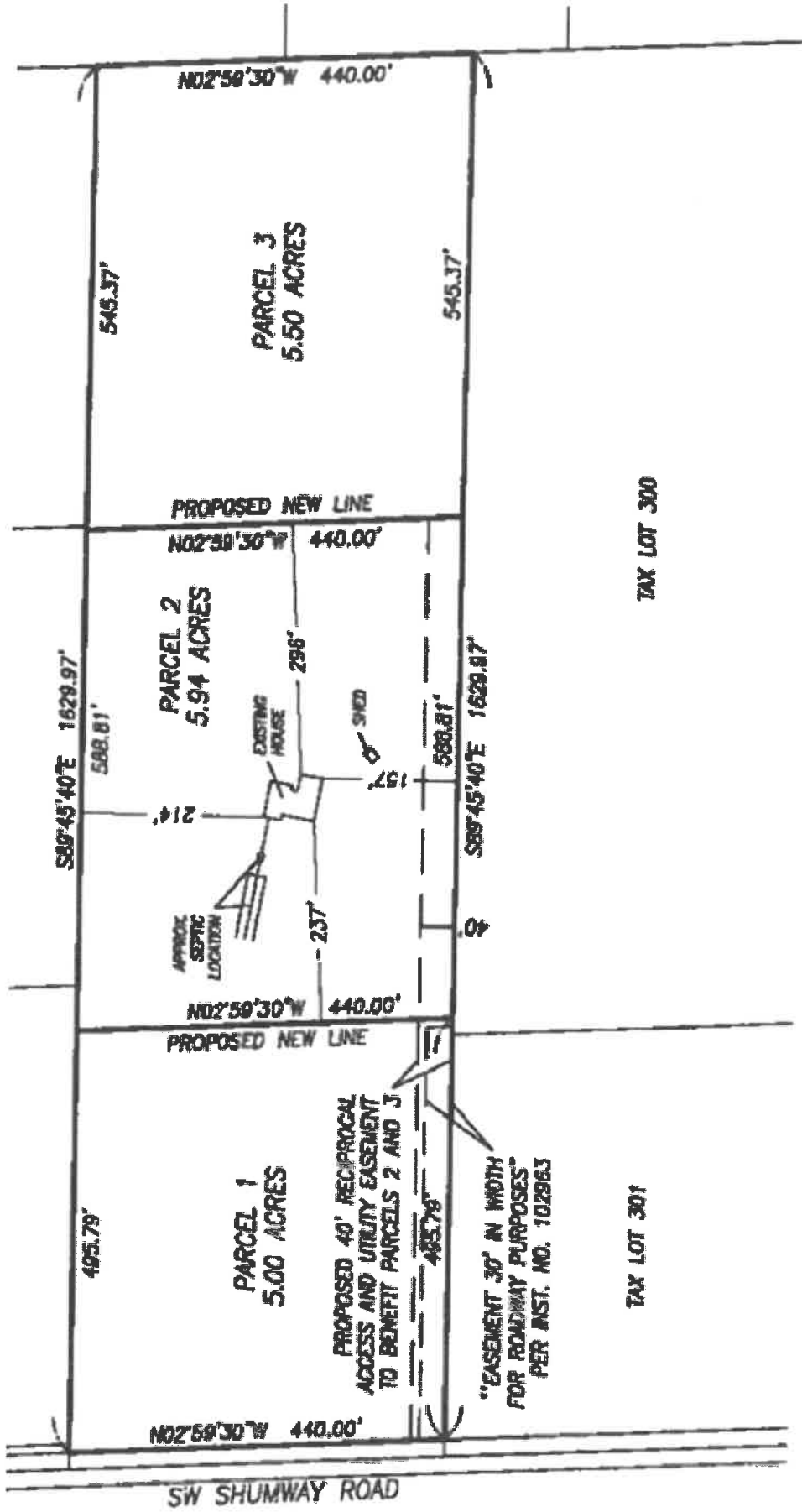
TAX LOT 16-14-15-200

ZONE: R5

PREPARED:
APRIL 13, 2023



PER POWER AND ASSOCIATES
 P.O. BOX 131, REDMOND, OR 97756
 (541) 548-8778 21-0622-DWC



Crook County Official Records
MTG-LOC
Pgs=10
\$50.00 \$11.00 \$21.00 \$2.00
\$5.00 \$10.00

29
2017-283311
10/18/17 02:38 PM
Total:\$99.00

RECORDATION REQUESTED BY:

Umpqua Bank
Redmond - OR
948 SW Veterans Way
Redmond, OR 97756

**Recording Requested By and
When Recorded Return To:**

ServiceLink- CRS *U23019476*
3220 El Camino Real
Irvine, CA 92602
(800) 756-3524 Ext. 43275

SEND TAX NOTICES TO:

PAUL R. OLSEN
RALENE A. OLSEN
13444 SW SHUMWAY RD
POWELL BUTTE, OR 97753



I, Cheryl Seely, County Clerk for Crook County,
Oregon, certify that the instrument identified
herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



FOR RECORDER'S USE ONLY

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Credit Agreement is \$100,000.00. (C) The term of the Credit Agreement commences on the date of this Deed of Trust and ends on October 11, 2047.

THIS DEED OF TRUST is dated October 11, 2017, among PAUL R. OLSEN and RALENE A. OLSEN, as tenants by the entirety, whose address is 13444 SW SHUMWAY RD, POWELL BUTTE, OR 97753 ("Grantor"); Umpqua Bank, whose address is Redmond - OR, 948 SW Veterans Way, Redmond, OR 97756 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and BRAD WILLIAMS C/O UPF Washington Incorporated, whose address is 12410 Mirabeau Parkway #100, Spokane Valley, WA 99216 (referred to below as "Trustee").

Conveyance and Grant. For valuable consideration, represented in the Credit Agreement dated October 11, 2017, in the original principal amount of \$100,000.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Crook County, State of Oregon:

The following described real property in the County of Crook and State of Oregon free of encumbrances except as specifically set forth herein: Located in CROOK COUNTY, OREGON: Beginning at a point whence the West one-quarter corner of Section 15 in Township 16 South, Range 14 East of the Willamette Meridian bears North 02 degrees 59'30" West 440 feet; thence South 89 degrees 45'40" East 1650.00 feet, thence South 02 degrees 59'30" East 440 feet, thence North 89 degrees 45'40" West 1650.00 feet, thence North 02 degrees 59'30" West 440 feet to the point of beginning. EXCEPTING THEREFROM the Westerly 20 feet reserved for roadway purposes.

The Real Property or its address is commonly known as 13444 SW SHUMWAY RD, POWELL BUTTE, OR 97753. The Real Property tax identification number is 1614150000200.

Revolving Line of Credit. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**DEED OF TRUST
(Continued)**

Payment and Performance. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

Possession and Maintenance of the Property. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any breach or violation of any Environmental Laws, (ii) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (iii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (b) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Due on Sale - Consent By Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this

**DEED OF TRUST
(Continued)**

Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

Taxes and Liens. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Property Damage Insurance. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of Grantor's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Lender's Expenditures. If Grantor fails (1) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (2) to provide any required insurance on the Property, (3) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the

**DEED OF TRUST
(Continued)**

date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Credit Agreement; or (3) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

Existing Indebtedness. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Condemnation. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Imposition of Taxes, Fees and Charges By Governmental Authorities. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Security Agreement; Financing Statements. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**DEED OF TRUST
(Continued)**

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

Further Assurances; Attorney-in-Fact. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Full Performance. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

Events of Default. Grantor will be in default under this Deed of Trust if any of the following happen: (1) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (2) Grantor does not meet the repayment terms of the Credit Agreement. (3) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

Rights and Remedies on Default. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**DEED OF TRUST
(Continued)**

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Powers and Obligations of Trustee. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Crook County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Notices. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

Cross Collateralization. This loan is not cross-collateralized with any other debts, liabilities of Borrower and/or Grantor to Lender.

**DEED OF TRUST
(Continued)**

VENUE. This transaction has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, you agree, at our request, to submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, except and only to the extent of procedural matters related to the perfection and enforcement of our rights and remedies against the Collateral if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the Credit Line Agreement, promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

Inconsistent State and Federal Laws. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

Suretyship Waiver. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

Joint and Several Liability. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

**DEED OF TRUST
(Continued)**

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Deed of Trust.

Definitions. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means Umpqua Bank, and its successors and assigns.

Borrower. The word "Borrower" means PAUL R. OLSEN and RALENE A. OLSEN and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated October 11, 2017, with credit limit of **\$100,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Credit Agreement is October 11, 2047.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means PAUL R. OLSEN and RALENE A. OLSEN.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Umpqua Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

DEED OF TRUST
(Continued)

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means BRAD WILLIAMS C/O UPF Washington Incorporated, whose address is 12410 Mirabeau Parkway #100, Spokane Valley, WA 99216 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X [Signature]
PAUL R. OLSEN
X [Signature]
RALENE A. OLSEN

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Deschutes)

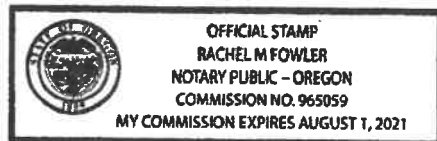


On this day before me, the undersigned Notary Public, personally appeared PAUL R. OLSEN, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of October, 2017.
By [Signature] Residing at Redmond, OR
Notary Public in and for the State of OR My commission expires 8/1/21

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Deschutes)



On this day before me, the undersigned Notary Public, personally appeared RALENE A. OLSEN, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of October, 2017.
By [Signature] Residing at Redmond, OR
Notary Public in and for the State of OR My commission expires 8/1/21

**DEED OF TRUST
(Continued)**

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Credit Agreement secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____



After recording return to:
 Paul R Olsen and Ralene A Olsen
 13444 SW Shumway Road
 Powell Butte, OR 97753

Until a change is requested all tax statements shall be sent to the following address:
 Paul R Olsen and Ralene A Olsen
 13444 SW Shumway Road
 Powell Butte, OR 97753
 File No. 87459AM

Crook County Official Records
 DEED-D
 Pgs=2
 \$10.00 \$11.00 \$21.00 \$2.00
 \$5.00 \$10.00

29
 2016-273622
 04/18/16 03:12 PM
 Total:\$59.00

THIS



01104231201602736220020020

I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



ENTERED APR 19 2016

STATUTORY WARRANTY DEED

JOANNE M. BERNT and KAY M. HARTMANN, not as tenants in common, but with rights of survivorship,
 Grantor(s), hereby convey and warrant to

Paul R Olsen and Ralene A Olsen, As Tenants By The Entirety,

Grantee(s), the following described real property in the County of Crook and State of Oregon free of encumbrances except as specifically set forth herein:

Located in CROOK COUNTY, OREGON:

Beginning at a point whence the West one-quarter corner of Section 15 in Township 16 South, Range 14 East of the Willamette Meridian bears North 02°59'30" West 440 feet; thence South 89°45'40" East 1650.00 feet, thence South 02°59'30" East 440 feet, thence North 89°45'40" West 1650.00 feet, thence North 02°59'30" West 440 feet to the point of beginning.

EXCEPTING THEREFROM the Westerly 20 feet reserved for roadway purposes.

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

1614150000200

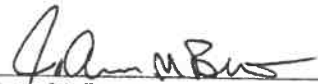
The true and actual consideration for this conveyance is \$375,000.00.


The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

Return to: 87459AM.SW

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 4/14 day of April, 2016.




Joanne M. Bernt


Kay M. Hartmann

State of Oregon) ss
County of Deschutes }

On this 14 day of April, 2016, before me, a Notary Public in and for said state, personally appeared Joanne M. Bernt and Kay M. Hartman, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for the State of Oregon
Commission Expires: 3-2-18





Crook County

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

July 7, 2021

Tom Byler, Director
 Oregon Department of Water Resources
 725 Summer Street NE, Suite A
 Salem, OR 97301

RE: Prineville Reservoir, Bureau of Reclamation Application for Secondary Water Right Application

Dear Mr. Byler,

The Crook County Court formally opposes and protests the U. S. Department of Interior, Bureau of Reclamation's application for a secondary water right to release stored water from Prineville Reservoir for the purposes of fish and wildlife below Bowman Dam through the reach to Lake Billy Chinook. Crook County urges the Oregon Department of Water Resources to not issue this permit as requested. It is our understanding that the purpose of this application is to assure that releases from Bowman Dam for the benefit of fish and wildlife are protected until they reach Lake Billy Chinook. Bowman Dam was built (completed in 1962) with the primary purposes being irrigation and flood control. This application would significantly change how the reservoir and river (both above and below Bowman Dam) have been managed for the last 60 years.

For 60 years, river management below the reservoir has been consistent and predictable. Local irrigators, BOR, OWRD and others including Oregon Department of Fish and Wildlife have worked together annually to provide needed flows to those with water rights below Bowman Dam while also using those releases, coupled with additional water released to meet the seasonal needs of the fisheries below the dam. At no point during this time, has any water user above Prineville Reservoir been involved.

The approval of this application would establish a "senior water right" that would drastically change the management of water within the basin. The approval of this application threatens to harm those with rights to divert water below the Reservoir and those above the Reservoir that have rights to divert for irrigation and water storage. This application will change water management in the basin that has been in place for decades. With the significant releases of water below Bowman Dam as a result of this potential water right, a modeling of future annual reservoir fills indicates that there will be a high degree of certainty the reservoir will not fill each year. This is in contrast to the past 60 years, where there was a high degree of certainty that it would fill each year. A reservoir that doesn't fill and stay full impacts recreation uses on the reservoir and the economy of Prineville and Crook County. The negative consequences associated with the approval of this application will be significant.

Attached are two letters, one from the former Governor of the State of Oregon, John A. Kitzhaber and one from former Congressional Representative Greg Waldon which informs the Federal Agencies (BOR, USFWS and NOAA Fisheries) about the intent of the Crooked River Water Security and Jobs

Seth Crawford, Judge • Jerry Brummer, Commissioner • Brian Barney, Commissioner

Act of 2014 (PL 113-244) and the State of Oregon's position of support of the legislation, regarding holding existing water users harmless. In part, Governor Kitzhaber wrote:

“It is my expectation that, following the enactment of the proposed legislation, the U.S. Department of Interior through the Bureau of Reclamation will apply for or authorize an application to the State to protect releases of stored, un-contracted Prineville Reservoir water with a state-issued flow augmentation water right or some other form of instream water right. In advancing such an application, my expectation is the Bureau will support an approach that ensures existing holders of Crooked River primary surface flow water rights below Bowman Dam who do not also hold storage right – supplemental or otherwise – have a legal access to water consistent with current levels of legal water use.” ...

“Based on this, I ask for your assistance in ensuring that any Bureau of Reclamation application for flow augmentation or instream water rights is conditioned on this outcome, and I foresee any such state-based flow augmentation or instream water right carrying forward the requested condition to protect existing levels of legal water use as described above, while still advancing a level of meaningful instream flow protection for fish and wildlife benefit.”

Congressional Representative Greg Walden's letter, written directly to BOR, USFWS and NOAA Fisheries emphasizes the “no harm” requirement.

“In short, existing water users with valid water rights at the time the Crooked River Act was enacted in 2014—regardless of the source of water for their water rights—were not to be harmed by new or additional releases of uncontracted stored water from Prineville Reservoir for downstream fish and wildlife purposes.”

The Crook County Court, representing the citizens of Crook County and users of the waters in the Crooked River Basin, believe that this application will harm existing water users, both above and below the Reservoir. In recent conversations with BOR and USFWS (public meeting June 9th, 2021), both agencies stated they did not realize the impacts of their application as it pertains to Oregon Water Law and its implementation of prior appropriation (impacts of senior and junior water rights). This public comment alone should be enough to reject this application and require these Federal Agencies work with local governments and water users to assure that water rights associated with fish and wildlife releases for downstream benefit do not harm existing water right holders both above and below Bowman Dam.

Upstream users to Prineville Dam will be harmed by this application. Again, the applicant (BOR and USFWS) stated at the public meeting (June 9th, 2021) that they had no knowledge that water right holders junior to the 1914 water storage right of waters held by Prineville Reservoir could and mostly likely would create an opportunity to “call for water”, forcing junior water storage right holders above Bowman Dam (**reservoirs above Prineville Reservoir, storage is approximately 17,000 ac.ft.**) to release water until Prineville Reservoir was filled. The time of the year these releases would be called for are the critical spring months when water for storage is available. Landowners above the reservoir would not be able to store water, impacting irrigation and water availability for firefighting. If this water right is granted, future water release operations from Prineville reservoir will regularly prevent the reservoir from filling on an annual basis, the potential to impact upstream users in a significant way, will occur almost every year. Again, a review of the State's position and the author of the 2014 legislation, all current users were to be held harmless.

Seth Crawford, Judge • Jerry Brummer, Commissioner • Brian Barney, Commissioner

Two (2) other significant issues also need to be considered. Prineville Reservoir serves two very important functions in addition to the storage of water for irrigation, recreation and flood control. Prineville Reservoir Resource Management Plan (2003) written by the Bureau of Reclamation estimated that overall user days was 422,788 in 1999 and has been increasing annually. The recreational impact of Prineville Reservoir to Prineville, Crook County and the region cannot be overlooked. The Bureau's own Resource Management Plan for the Reservoir states that the majority of users either reside in central Oregon, or the Portland metropolitan area counties of Multnomah, Washington and Clackamas. Water rights for release of this important pool of water without regard to these other purposes is irresponsible.

The State of Oregon (ODF&W and State Parks, State Marine Board) have spent significant dollars over the years to protect fisheries within the reservoir and to create recreational opportunities for Oregonians. With changes in the reservoir operations that would result from flows released under this water right application would make those state investments valueless. A 1986 report by Oregon Department of Fish and Wildlife (Prineville Reservoir Fish Management Plan, 1986) called for a managed pool of water within the reservoir itself of 51,000 ac.ft. for reservoir recreation and fish with an additional 3,000 ac.ft. to be available for maintenance of downstream flow.

This same report also noted the need to maintain the 60,000 ac. ft. space for flood control, a point that should not be overlooked in the review of this application. This space is required during the period November 15th to February 15 (a period of normal reservoir storage). The BOR and Army Corps of Engineers has established a fill curve for the period after February 15th and extends into the spring months. The reservoir level is not allowed to go above the curve. This curve and operations requirements, limits how fast (and possibly how full) the reservoir can fill each year.

Finally, the application also represents the applicant's inability to specify the actual needs of the water flows for fish and wildlife enhancement. Repeatedly, the question has been raised, "what are the flow levels necessary to meet fish needs and how do existing releases benefit those requirements" (beneficial use). Without this information, how can OWRD determine an amount available for release (including timing) in order to meet the multiple requirements for this water both within the reservoir and below it? The Crooked River below Bowman Dam is a highly altered system that has been channelized, moved across the valley in places, constrained by railroad tracks and highway, and flows are highly regulated. Under these conditions, simply adding water to the stream does not insure habitat improvement.

Finally, the 2014 Act requires provisions be made to mitigate the effects of dry years on reservoir storage and release; these provisions must be honored. Language in the Act allows for strategic development to mitigate such that all stakeholders might be affected a little. Any application and issuance of a secondary water right for release of water for fish and wildlife must include these provisions and the negotiations for establishing those provisions must include local governments and the water users within the basin.

In closing, for the reasons stated above and others, we, the Crook County Court protest the current application for issuance of a secondary water right to the Bureau of Reclamation for release of water for fish and wildlife below Prineville Reservoir. This application will change water management in the basin that has been in place for 60 years, suddenly changing senior water rights above the reservoir to junior water rights with a stroke of the pen. Examination of annual reservoir fills indicates that there will be a high degree of certainty the reservoir will not fill each year where over the last 60 years, there was a high degree of certainty that it would fill each year impacting recreation uses on the reservoir and the economy of Prineville and Crook County. The negative consequences associated with the approval of this application will be significant.

Seth Crawford, Judge • Jerry Brummer, Commissioner • Brian Barney, Commissioner

Crook County looks forward to being fully engaged with Oregon Department of Water Resources in the examination and determination of this application. Crook County requests that OWRD notify the County when a proposed final order has been written.

Sincerely,

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

CC: Vikki Breese-Iverson, Oregon State Representative
Dennis Linthicum, Oregon State Senator
Cliff Bentz, Oregon U.S. Congressman
Ron Wyden, Oregon U.S. Senator
Jeff Merkley, Oregon U.S. Senator

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: June 16, 2021

RE: New Inmate Exchange IGA with Jefferson County
Our File No.: Jail 18

Crook and Jefferson County jails sometimes need to exchange an inmate in one jail to the other jail, for various reasons. Crook County is currently housing one such inmate to keep her segregated from two co-defendants. There is currently no written agreement in place. It's always preferable to have a written agreement so there is a clear understanding between the parties regarding the delineation of duties, costs, and liabilities.

Attached is a new IGA, modeled after our old jail bed agreement with Jefferson, to document the terms of this and other exchanges. The IGA is written such that the terms are the same for either county, depending on whether the county is acting as the transferor county or the transferee county in each instance. The base fee is \$80 per day, with additional reimbursements for medical and non-routine expenses. The receiving (transferee) county must provide the same level of care it provides its own inmates, readily share information with the appropriate parties at the transferor county, and fulfill a few other duties. The transferee county also has the ability to refuse to accept an inmate under certain circumstances.

Sheriff Gautney and Undersheriff Savage recommend its approval. Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a DISCUSSION ITEM.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (IGA) is by and between Crook County and Jefferson County, both political subdivisions of the State of Oregon, under the authority of ORS 190.010. This IGA is executed as of the date last signed below and effective as of June 1, 2021.

1. PURPOSE.

This IGA is intended to document the agreement between the parties regarding the temporary housing and supervision of individual inmates (individually and collectively, "Inmate") from one county to the other county. For the purposes of this IGA, the county transferring an Inmate shall be referred to as the "Transferor County" and the county accepting an Inmate from the Transferor County shall be referred to as the "Transferee County."

2. TERM.

This IGA is effective June 1, 2021 and shall terminate May 31, 2022 unless terminated or extended as provided herein.

3. PAYMENT.

- A. Transferor County shall pay Transferee County a base sum of \$80.00 per day to house and supervise an Inmate.
- B. Transferor County shall pay for or reimburse Transferee County for all of Inmate's non-routine expenses and medical costs. Medical costs include but are not limited to medicine, medical services, medically related transportation, emergency care, hospitalization, holds, equipment, surgery, nursing care, and other similar and related costs. All such costs, whether prescribed or provided within or outside Transferee County's jail shall remain the sole responsibility of Transferor County and shall be billed to Transferor County in an amount equal to the actual cost incurred by Transferee County.

4. TERMINATION.

- A. **Mutual Agreement:** This MOU may be terminated at any time upon the mutual agreement of the parties.
- B. **For Convenience:** This MOU may be terminated by either party upon thirty days' written notice.
- C. **Material Breach:** Either party may declare a default immediately upon the occurrence of a material breach by the other party.

5. PROCEDURE.

- A. **Referral of Inmate:** An authorized member of Transferor County's Sheriff's Office shall refer only adult offenders, age 18 years and older, to the Transferee County's jail subject to the availability of beds, the conditions of this IGA, and any limitation imposed

upon Transferee County by applicable laws and administrative rules. Prior to requesting the detention or release of an Inmate, Transferor County shall provide Transferee County the following written information:

- i. Current information as to the identities of the persons authorized to refer or release inmates;
 - ii. All necessary documents authorizing the detention or release of any Inmate referred to Transferee County;
 - iii. All social history, restrictions, disciplinary reports or specialized programming, which would affect detention, care, and supervision of an Inmate.
- B. Transferee County's Ability to Refuse Inmate:** Transferee County has the discretion to refuse admittance to the Transferee's County jail under this Agreement when there is no available space or, in the opinion of the corrections nurse or a health trained officer, the medical or mental condition of the Inmate requires emergency attention. A "health trained officer" is a corrections officer who has participated in annual training and has been certified by the Transferee County jail.
- C. Level of Care:** Transferee County shall provide an admitted Inmate under this IGA the same quality, level, and manner of care, including routine medical services and supervision, as is afforded Transferee County's own inmates and specified under applicable law.
- D. Release of Inmate:** An Inmate referred under this IGA shall be released only upon written notification, including verified e-mail and facsimile, of person authorized by Transferor County or pursuant to court order. Transferee County shall only release Inmate to the person, persons, or agency the written notification or order designates. Transferee County may release an Inmate it reasonably believes has been detained in excess of the period provided by law after making reasonable efforts to verbally notify the Transferor County Sheriff or designee and after written notice to Transferor County.
- E. Access to Information:** The Transferor County Sheriff, the Transferor County District Attorney, or their respective designees shall have access to all housing records and custody, behavior, and treatment records of an Inmate referred to the Transferee County. Such information shall be made available by the Transferee County within 72 hours of the request, excluding weekends and holidays.
- F. Transportation:** The Transferor County, or its person or agency designated in writing, shall be solely responsible for the out-of-county transportation of Inmate. Transferor County shall transport within 24 hours when such transport is necessary.
- G. PREA:** Pursuant to the Prison Rape Elimination Act (PREA), Transferee County shall maintain a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outline Transferee County's approach to preventing, detecting, and responding to such conduct. Further, Transferee County shall employ or designate an upper-level, agency-wide PREA coordinator with sufficient time and authority to develop, implement, and oversee Transferee County's efforts to comply with the PREA

standards at Transferee County's jail. Further, Transferee County shall allow contract monitoring to ensure that Transferee County is complying with the PREA standards.

6. INDEMNIFICATION.

To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Transferor County shall defend and hold harmless Transferee County, its officers, agents and employees from any claims, demands, suits, or causes of action brought by any Inmate from Transferor County or arising out of the incarceration of any Transferor County inmate in the Transferee County's jail which arises from the negligence or willful misconduct of Transferor County, its officers, agents, or employees. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Transferee County shall defend and hold harmless Transferor County, its officers, agents, and employees from any claims, demands, suits, or causes of action brought by any Inmate under this IGA which arises from the negligence or willful misconduct of Transferee County, its officers, agents, or employees. In the event that both counties are sued, the party whose conduct or omissions is primarily at issue shall defend and indemnify the other County, its officers, agents, and employees to the full extent authorized under the laws of the State of Oregon and the Constitution. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this IGA. Neither party shall be liable for any damages of any sort arising solely from the termination of this IGA or any part hereof in accordance with its terms.

7. DELEGATION.

Neither party shall delegate the responsibility for providing services hereunder to any other individual or agency without the prior written consent of the other party.

8. ASSIGNMENT.

Neither this IGA nor any of the rights granted by this IGA may be assigned or transferred by either party.

9. AGENCY AND PARTNERSHIP.

Neither party is, by virtue of this IGA, a partner or joint venturer with the other party and neither party shall have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.

10. BINDING EFFECT.

The terms of this IGA shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors, and assigns.

11. NON-DISCRIMINATION.

Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age, or sexual orientation, suffer discrimination in the performance of this IGA when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964

as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

12. ATTORNEY FEES.

In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this IGA, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

13. NO WAIVER OF CLAIMS.

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

14. SEVERABILITY.

Should any provision or provisions of this IGA be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this IGA which shall remain in full force and effect.

15. HEADINGS.

The headings of this IGA are for convenience only and shall not be used to construe or interpret any provisions of this IGA.

16. APPLICABLE LAW.

This IGA shall be governed by and interpreted in accordance with the laws of the State of Oregon.

17. ENTIRE AGREEMENT.

This IGA constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this IGA which are not fully expressed herein. This IGA may not be modified or amended except by a writing signed by both parties.

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18. COUNTERPARTS.

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

Approved:

CROOK COUNTY COURT

Seth Crawford, County Judge
Date _____

Jerry Brummer, County Commissioner
Date _____

Brian Barney, County Commissioner
Date _____

Approved:

JEFFERSON COUNTY BOARD OF COMMISSIONERS

Kelly Simmelink, Commission Chair

Wayne Fording, Commissioner

Mae Huston, Commissioner
Date _____

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: June 23, 2021

RE: Order for Election of Flat Rock Road District
Our File No.: Clerk 79(A)

Enclosed is an Order for Election of Flat Rock Road District (Order). This matter came before the County Court through a public hearing on June 2, 2021. This Order is the next step and, if approved, will place the question on formation to the electors within the district at the November 2, 2021 election.

As a reminder, the relevant statute for approval incorporates the criteria from ORS 199.462. That statute directs the County Court to consider the following:

- local comprehensive planning for the area;
- economic, demographic, and sociological trends and projections pertinent to the proposal;
- past and prospective physical development of land that would directly or indirectly be affected by the proposed district; and
- the goals adopted under ORS 197.225 (our Comprehensive Plan).

There are a few important features of this Order that I should point out. The Order includes a permanent tax rate of \$4.26 per \$1,000 of assessed value beginning FY 22-23, which should equate to approximately \$17,000 in tax revenue the first year. The three-member board will be appointed by the County Court, on staggered terms. And if approved by the voters, the existing Flat Rock Road Maintenance Association will be dissolved.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a DISCUSSION ITEM.

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

**ORDER FOR ELECTION OF
FLAT ROCK ROAD DISTRICT**

ORDER 2021-36

WHEREAS, this matter came before the Crook County Court on June 2, 2021, in accordance with the timeframe and notice required by ORS 198.800 for the final hearing upon the Petition for Formation of Flat Rock Road District, and it appearing that an election is required pursuant to ORS 198.810(4) because the formation includes a permanent tax rate limit for operating taxes for the proposed road district.

THEREFORE, the Crook County Court adopts the recitals above, and **ORDERS** and **DIRECTS**, based upon the above recitals, the following:

Section 1: After considering the criteria listed in ORS 199.805 and 199.462 and the testimony received, the County Court finds that the following real property, as shown on the map in Exhibit 1 and the legal description of Exhibit 2 (the “Boundaries”), all of which is located within Crook County, would be benefitted by the formation of a special road district.

Section 2: The County finds that there is no property beyond the Boundaries that would be benefitted by the proposed special district.

Section 3: The County finds that the boundaries of the proposed special road district will correspond to the map and legal description of those benefitted properties described in Section 1.

Section 4: The County finds that the duration of the special road district is established as an indefinite duration, unless sooner dissolved according to ORS 198.920 *et. seq.* or other applicable law.

Section 5: An election shall be held on the 2nd day of November 2021 for formation of the Flat Rock Road District.

Section 6: The Crook County Clerk shall include with the ballot for the election the map and legal description described in Section 1.

Section 7: The three board members of the Flat Rock Road District shall be appointed by the Crook County Court on regular terms of three years. The terms would be staggered in the first and second year so that each year the appointment of one board member will be scheduled for consideration. The Crook County Court will be authorized to fill any vacancy on the board.

Section 8: The caption of the ballot title to be submitted to the voters at the election shall read: "FORMATION OF FLAT ROCK ROAD DISTRICT WITH PERMANENT TAX RATE."

Section 9: The question submitted to the voters at the election shall read: "Shall a special road district be formed with a permanent tax rate limit of \$4.26 per \$1,000 of assessed value beginning FY 2022-2023?"

Section 10: The summary to accompany the caption and question shall read: *"This measure creates the Flat Rock Road District. The District will provide maintenance of and improvements to the roads within the District. A board of three appointed directors will govern the District, as appointed by the Crook County Court. This measure would establish a permanent tax rate of \$4.26 per one thousand dollars (\$1,000) of assessed value beginning in the 2023 fiscal year which would provide a stable and long-term source of funding to operate the District. In the first year of imposition the proposed tax rate will raise approximately \$17,010 a year. A home with an assessed value of \$100,000 would pay approximately \$426.00 a year. The boundaries of the proposed District are Section 5 of Township 16 South, Range 17 East of the Willamette Meridian and Sections 29 and 33 of Township 15 South, Range 17 East of the Willamette Meridian."*

Section 11: The Flat Rock Road District shall be authorized to impose operating taxes not in excess of the permanent tax rate limit if the proposed special road district is approved.

Section 12: The Crook County Clerk shall give notice of the election forming the Flat Rock Road District by two insertions in the Central Oregonian newspaper, the first publication to be least 15 days prior to the date of the election and the last publication to be made at least 5 days prior to the date of the election.

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Section 13: Should the proposed special road district be approved, the existing Flat Rock Road Maintenance Association District shall be dissolved pursuant to ORS 198.920 *et seq.*

Signed and dated this 7th day of July 2021.

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

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

Proposed Flat Rock Road District

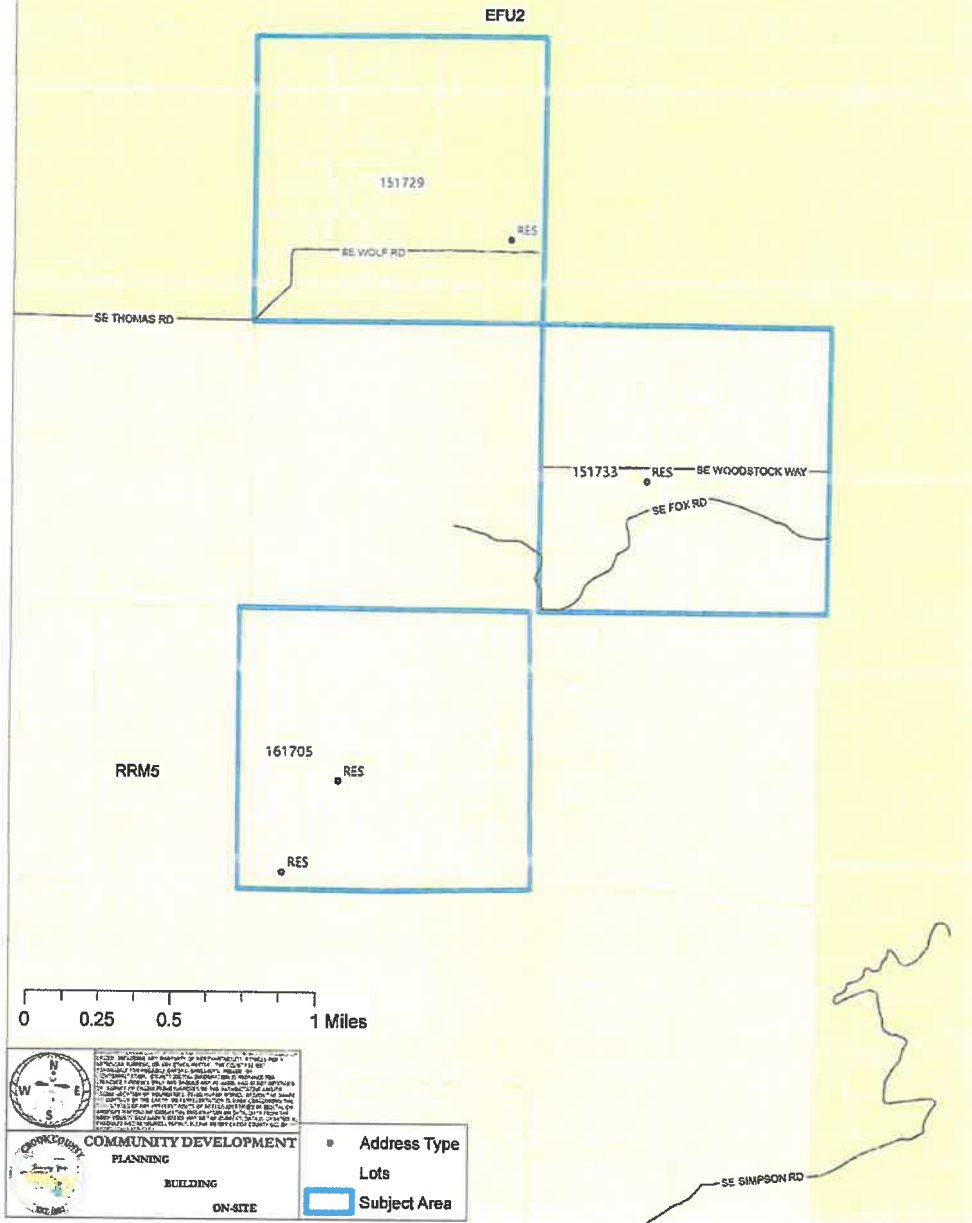


EXHIBIT II

LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

The legal description of the proposed district is:

Section 5 of Township 16 South , Range 17 East of the Willamette Meridian;
Section 29 of Township 15 South, Range 17 East of the Willamette Meridian; and
Section 33 of Township 15 South, Range 17 East of the Willamette Meridian.

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 6/17/2021

RE: "Living with Fire" MOU – Formerly Central Oregon Cohesive Strategy Initiative
Our File No.: CT CONTRACTS 263

In 2018, Crook County executed an MOU with Jefferson, Klamath, Lake, and Deschutes counties for the "Cohesive Strategy Initiative" program. This program seeks to promote watershed restoration to improve the region's resiliency in the face of wildfire. Each of the five counties contributed a specified annual budget. The smallest contribution was made by Lake County, at 3% of the program's budget.

This updated MOU would reflect that Lake County has decided to discontinue its participation, and that the program's name has changed to "Living with Fire."

Please note that the percentages described at the bottom of page 1 and top of page 2 add up to 98%. After Lake County's withdrawal, and the deletion of their 3% contribution rate, the only change to the remaining four participating counties' contributions is to increase Deschutes' rate from 45% to 46%. The remaining 2% is unaccounted for.

Normally, the County does not like this type of ambiguity.

Here, the net effect of 2% on an annual budget of \$72,750 is a little under \$1,500. The County may decide that this is not sufficient cause to postpone execution, or it may decide that a little clarity now will avoid the possibility of headaches later.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, July 7, 2021 County Court Agenda as a DISCUSSION ITEM, for approval and signatures.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is between Crook County, Jefferson County, Klamath County, and Deschutes County, all political subdivisions of the State of Oregon.

EFFECTIVE DATE: This MOU is effective as of July 1, 2021, and shall terminate June 30, 2023, unless extended or terminated earlier in accordance with its terms.

DESCRIPTION: This MOU applies to operations of the Oregon Living With Fire (OLWF).

PURPOSE: This MOU is intended to document the intention of said counties to work together, on a continuing basis, toward maximum cooperation and mutual assistance in the areas of watershed restoration and community protection efforts for the purpose of implementation of the National Cohesive Wildland Fire Strategy in Central OR.

1. **RESPONSIBILITIES:** Each party to this MOU has equal rights with regard to appointments to the OLWF Steering Committee and general operational and financial oversight of OLWF.
2. **STEERING COMMITTEE:** A Steering Committee, comprised of 12 members, is authorized and charged with administering all operations of OLWF. The Steering Committee shall: (a) report periodically to each designated County contact person, (b) assist (by way of consensus recommendations) the Deschutes County Administrator with recruitment, hiring and supervision of the OLWF Coordinator; (c) undertake related functions as appropriate; and (d) assist the OLWF Coordinator with grant and other fiscal solicitations.
3. **OLWF COORDINATOR:** The OLWF Coordinator shall be contracted with Deschutes County. Compensation and other terms of retention shall be as provided in the personal services contract that the OLWF Coordinator signs with Deschutes County. The OLWF Coordinator, with input from the Steering Committee, shall report to and serve at the pleasure of the Deschutes County Administrator.
4. **FINANCIAL RESOURCES:** Operations and activities of OLWF and the OLWF Coordinator shall be funded by (a) designated contributions by the parties to this MOU, and (b) grants and other available revenue sources.
5. **DESIGNATED CONTRIBUTIONS:** Annually in March, the Steering Committee shall determine a minimum budget necessary to provide for operations of the OLWF, including compensation and expenses associated with the OLWF Coordinator. The minimum budget shall then be allocated among the parties to the MOU according to the following formula:

County	%	Annual contributions due 7/1.
Crook County	27%	\$20,250
Jefferson County	16 %	\$12,000

Klamath County	9%	\$6,750
Deschutes County	46%	\$33,750

6. **TERMINATION: Mutual Consent.** Any party may terminate its participation in this MOU for any reason by providing thirty (30) days' written notice to the other parties.
7. **INDEPENDENT PARTY:** It is agreed and understood that each party subject to this MOU will perform services and/or activities related to this MOU as an independent party, and not as an employee or agent of the other party.
8. **ASSIGNMENT:** The parties hereto may not assign this MOU, in whole or in part, without the prior written consent of all parties.
9. **BINDING EFFECT:** The terms of this MOU shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors and assigns.
10. **AGENCY AND PARTNERSHIP:** None of the parties are, by virtue of this MOU, a partner or joint venture with any other party, nor shall any party have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.
11. **INDEMNIFICATION:** To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each party shall defend, save, hold harmless and indemnify the other and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of that party or its officers, employees, contractors, or agents under this MOU.
12. **NON-DISCRIMINATION:** Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this MOU when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
13. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this MOU, each party shall be responsible for its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding or appeal.

- 14. **NO WAIVER OF CLAIMS:** The failure by any party to enforce any provision of this MOU shall not constitute a waiver by that party of that provision or of any other provision of this MOU.
- 15. **SEVERABILITY:** Should any provision or provisions of this MOU be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this MOU which shall remain in full force and effect.
- 16. **HEADINGS:** The headings of this MOU are for convenience only and shall not be used to construe or interpret any provisions of this MOU.
- 17. **APPLICABLE LAW:** This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- 18. **ENTIRE AGREEMENT:** This MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this MOU which are not fully expressed herein. This MOU may not be modified or amended except by a writing signed by all parties.
- 19. **COUNTERPARTS:** This MOU may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CROOK COUNTY:

KLAMATH COUNTY:

By: Seth Crawford, Judge
Date: _____

By: _____
Date: _____

JEFFERSON COUNTY:

DESCHUTES COUNTY:

By: _____
Date: _____

By: TOM ANDERSON
Date: _____

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