

CROOK COUNTY WORK SESSION




**Administration Conference Room
203 NE Court Street, Prineville, OR**


Tuesday September 6, 2022 at 9 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: 2557 624 5694

Meeting Password: 37qgD2rbpy2

Public comment will take place at the beginning of the Work Session

	Requester	Discussion Matter	Packet Docs
1	Christina Haron	Per Diem Order	
2	Eric Blaine	Consider use of Tax Foreclosed Property for Crook County Fire & Rescue Training, 750 Dunham Street	
3	Eric Blaine	Discussion on Draft Courthouse Lawn Use Agreement	

	Requester	Executive Discussion Matter	Packet Docs
Exec #1		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	
Exec #2			

Items placed on the Work Session agenda are intended for discussion only, without making decisions or finalizing documents unless an emergency exists.

**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.*

*Requests to be placed on the Work Session agenda are
due by 5 p.m. the Thursday before the Work Session*

September 6, 2022 Work Session Agenda

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

**IN THE MATTER OF UPDATING
RATES FOR REIMBURSEMENT TO
THE COUNTY'S PER DIEM AND
MILEAGE SCHEDULE**

ORDER 2022-43

WHEREAS, the Crook County Court wishes to adopt an order amending the employee handbook to establish a policy for per diem for the conduct of County business; and

WHEREAS, the County Court wishes to establish definite sums for the reimbursement of these expenses.

NOW, THEREFORE, the Crook County Court hereby **ORDERS** that the attached Exhibit A be adopted as the rates for reimbursement in accordance with the County's per diem policies.

BE IT FURTHER ORDERED that this Order be filed in the Crook County Clerk's Office and that it be effective immediately.

DATED this ____ day of September, 2022.

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

EXHIBIT A

From time to time and as often as is deemed useful, the County Court will examine this Schedule to determine whether to adjust described the reimbursement rates or to maintain the same levels. These rates apply County-wide unless a collective bargaining agreement, intergovernmental agreement, or other individual document contains different rates, in which case those different rates will apply. All previous mileage or travel-related rates are hereby superseded.

Per Diem Reimbursement: Reimbursement for meals and incidentals while an employee is on travel status, is in accordance with the County's per diem policy (described in the Employee Handbook). Depending on when an employee is on travel status, some or all of these meals may be eligible for reimbursement.

Standard:

<u>Meal:</u>	<u>Rate:</u>
Breakfast	\$14.00
Lunch	\$16.00
Dinner	\$29.00

Large Cities:

<u>Meal:</u>	<u>Rate:</u>
Breakfast	\$17.00
Lunch	\$18.00
Dinner	\$34.00

No receipts are required to receive the per diem reimbursement.

In accordance with the County's per diem policy, pre-payment of per diem rates may be available prior to the employee's travel.

Crook County Counsel's Office

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

MEMO

**For Work Session
September 6, 2022**

TO: Crook County Court

FROM: Crook County Legal Counsel's Office

DATE: September 1, 2022

RE: Use of 750 SE Dunham Street for CCF&R training location
Our File No.: Ct. RE # 283

The County had the unfortunate duty to foreclose on property located at 750 SE Dunham Street for non-payment of taxes. The property has been vacated by its former occupants, and the County engaged a contractor to remove the rubbish from the yards and trim the overgrown plants.

The Building Official has previously informed me that he believes that the structure should be demolished – one of the reasons the County undertook to remove the occupants was that it believed that it was unsafe for habitation. If the property would need to be leveled, I enquired with Crook County Fire and Rescue whether they might be interested in using the property for training beforehand.

Yesterday, I met with Jerimiah Kenfield, CCF&R's training chief, for a walk-through of the property. He expressed interest, especially because it is difficult to find locations within the City – being close to their facilities would make the training opportunity more convenient.

To be clear, the training would not necessarily involve setting the structure on fire. However, if it would be set on fire (what he called "Burn To Learn"), Mr. Kenfield felt that a number of prerequisites should be in place first:

- The exposed structural members would need to be covered with drywall, so there would be the expense of purchasing material and having it installed.
- The front-yard and backyard trees would need to be removed – both appear to be healthy plants, though they overhang the structure, and the branches are rather low to the ground.
- CCF&R would like a few months of pre-training on the site before any fire was actually set – he anticipated that the earliest such a Burn To Learn would occur would be early December.
- The neighbors, of course, would be made aware of the date of any training, so they would not be alarmed by the sudden appearance of smoke.

Although he did not make any commitments, Mr. Kenfield expressed that CCF&R might be able to split the costs for the demolition of whatever was left after the Burn To Learn training.

If the County was interested in making this structure available for public safety training, with or without setting the structure on fire, I would suggest that the parties execute an indemnity agreement. Please let me know if the County would like to explore this training opportunity.

CROOK COUNTY COURTHOUSE

Lawn Use Agreement

This Use Agreement is made by and between Crook County, a political subdivision of the State of Oregon ("County"), and the User defined in Section 1 below. Collectively, County and User may be referred to as the Parties, or individually as a Party.

AGREEMENT

1. User Identified: The "User" under this Use Agreement is as follows:

_____ Name of person or business	_____ If business, specify type (LLC, corporation, etc.)
_____ Address	_____ Telephone Number
_____ City, State, ZIP	_____ Email address

2. Dates of Use: County will make available to User the lawn of the Crook County Courthouse, located at 300 NE Third Street, on the following dates and times:

_____ Dates	_____ Start Time	/	_____ End Time
_____ Dates	_____ Start Time	/	_____ End Time
_____ Dates	_____ Start Time	/	_____ End Time

The dates and times specified above include any time necessary for setting up, taking down, loading, or unloading any chairs, tables, equipment, or other implements onto the Courthouse lawn.

3. Insurance Certificate: Not less than seven (7) days before the first date listed above, User will provide the Crook County County's Office a satisfactory insurance certificate. The certificate will include **Event liability coverage** in an amount at least equal to the limits of the Oregon Tort Claims Act for property damage and personal injury, and will include the complete phrase "Crook County is named as an additional insured."

4. Non-Exclusivity: User, and not County, will be required to provide crowd-control and security for its use under this Agreement. If purchased tickets to User's events are required, User will be exclusively responsible for selling, reviewing, and administering any such tickets. It is expressly acknowledged that the Courthouse lawn may be

Courthouse Law
Use Agreement
Page 1 of 3

Commented [EB1]: This document is a starting point for discussions on whether the County will require a formal written agreement with event hosts before allowing members of the public to reserve it for private functions.

It describes the specific insurance requirements that the County has historically required of users, plus includes an explicit indemnification statement.

However, no rental fee would be demanded for the proposed use.

The agreement makes clear that it would be the user, and not the County, which is responsible for removing gate-crashers.

It also limits the use of amplified sound -- we have heard that even mowing the lawn has interfered with jury selection and trials, and the Circuit Court has expressed their hope that such disruptions could be limited.

traversed by members of the general public, and County will not remove anyone from User's event except for law enforcement/public safety purposes.

5. Any use under this Agreement will be limited to the Courthouse lawn only – no use is granted for interior space in the Courthouse, adjacent sidewalks, roadways, parking spaces, or parking lot(s).

6. **Use of Amplified Sound:** In order to prevent the disruption to Courthouse activities, such as trials, jury deliberations, mediations, or circuit court hearings, User may not use amplified sound except for the dates and times specified below. If no times are specified, no amplified sound may be used:

Dates	Start Time	/	End Time
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7. **Required Permits:** This Use Agreement does not operate to grant to User any other permissions, permits, or legal authorities for the intended use as may be applicable under the law. Without limiting the foregoing, User will need to separately obtain permits from the Oregon Liquor Control Commission (OLCC), or the City of Prineville, as each may require for User's intended activities.

8. The Courthouse lawn will be left in as good a condition at the end of the user period as was found at the beginning of the use period. The County reserves the right to require a cleaning/maintenance deposit based upon period history of any User.

9. **Indemnification:** User shall defend, indemnify and hold harmless County, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of User, its employees, servants or agents.

10. **Entire Agreement:** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.

11. **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 Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

12. **Amendments:** This Agreement may be supplemented, amended, or revised only in writing signed by both Parties.

13. **Assignment:** User may not assign this Agreement, in whole or in part, without the prior written consent of County.

14. **Governing Law and Venue:** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.

15. **Counterparts:** This Use Agreement 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.

For User:

Signature

Print Name and Title

Date

For County:

Signature

Print Name and Title

Date