



# **CROOK COUNTY COURT AGENDA**

**Wednesday, August 2, 2023 at 9:00 am**

**Crook County Annex | 320 NE Court St. | Prineville OR**

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 954 2612 6858; Passcode: 178149

## **PUBLIC COMMENT**

## **CONSENT AGENDA**

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

- 1. Approve Minutes**
- 2. Juvenile Crime Prevention Grant**
- 3. Ground Lease and Bill of Sale for the Extension Office and Clover Building**
- 4. Oregon Paid Leave impact on accruals utilization - potential policy**
- 5. Contracts for Contract Senior Accountant and Data Analyst Services with NOW CFO**
- 6. Approve execution of a personal services agreement with Parametrix to complete the TSP update**

## **DISCUSSION**

- 7. Request to waive or reduce the 20% gross sales of alcohol and facility rental of Crook County Fairgrounds for Hospice Christmas Auction event on December 3rd**  
Requester: Anna Contreras, St. Charles Health System
- 8. Four road crossing in existing road crossing in Millican OHV area approval**  
Requester: Joseph Merrill - King of the Kastle
- 9. Consider request by NeighborImpact for \$5,000 funding to eliminate food insecurity in Central Oregon program**  
Requester: Jeff Rola, NeighborImpact
- 10. County support to remove Crook County from ODA Canola Special District**
- 11. Second public hearing, application for social gathering, Lazarus Naturals, August 17-19 2023**  
Requester: Eric Blaine/Katie McDonald
- 12. Second public hearing, application for social gathering, PBR Challenge Series, O'Neil Arena, August 17-18 2023**

## **ADMINISTRATOR REPORT**

### **COURT MEMBER UPDATES**

#### **EXECUTIVE SESSION**

- 13. ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions**

#### **NOTICE AND DISCLAIMER**

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

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

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

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

If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 447-6555. Assistance to handicapped individuals is provided with advance notice.



**CROOK COUNTY COURT MINUTES  
OF MAY 23, 2023 SPECIAL PUBLIC MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Special Public Meeting on May 23, 2023, at 3:22 p.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:

Others Present in Person: Legal Counsel Eric Blaine; Administration Executive Assistant Sarah Puerner and Andy Parks.

**SPECIAL PUBLIC MEETING**

The meeting was **called to order at 3:22 p.m.**

The Crook County Court held a special public meeting convened under ORS 192.640 to discuss an appointment to fill for a vacancy on the Crook County Budget Committee. Volunteer Bobbi Brooks is being considered for this appointment.

**MOTION** to approve Order 2023-25 appointing Bobbi Brooks to the Budget Committee position #2 for a 1-year term expiring December 31, 2023. Motion seconded. No discussion. Motion carried 3-0.

**ADDITIONS:**

Correspondence with Marion County regarding Community Restoration Services. Legal Counsel Eric Blaine informed the Court about correspondence from Marion County regarding mental health issues and Community Restoration Services. The Oregon State Hospital is under current litigation for not treating patients fast enough and has a time limit on providing treatment to patients. If the timeline expires and the individual is not competent enough to stand criminal trial, they will be remanded to Community Restoration. The individual would return to his/her former place of residence where their County would figure out next steps moving forward.

There being no further business before the Court, the meeting was **adjourned at 3:40 p.m.**

Respectfully submitted,

**Sarah Puerner**



## AGENDA ITEM REQUEST



**Date:**

*July 14, 2023*

**Meeting date desired:**

*August 2, 2023*

**Subject:**

*Juvenile Crime Prevention Grant.*

**Background and policy implications:**

*This grant is used to supplement wages of our prevention staff.*

**Budget/fiscal impacts:**

*This Agreement shall become effective as of July 1, 2023 and terminate on June 30, 2025.*

*The maximum compensation payable to the county under this agreement is \$61,742.00.*

*This compensation will offset the wages of one prevention staff.*

**Requested by:**

*Erika Frickey*

*541-447-5161*

*Juvenile Department*

**Presenters:**

*Erika Frickey, Juvenile Department*

*Eric Blaine, Legal department*

**Legal review (only if requested):**

*Eric Blaine to review the Intergovernmental Agreement on Juvenile Crime Prevention Basic Services*



# Oregon

Tina Kotek, Governor

Oregon Youth Authority

Procurement Unit

530 Center Street NE, Suite 500

Salem, OR 97301-3765

Phone: 503-373-7371

Fax: 503-373-7921

[www.oregon.gov/OYA](http://www.oregon.gov/OYA)



## Document Return Statement

July 5, 2023

**Re:** Intergovernmental Agreement #15050 hereafter referred to as "Agreement"

Please complete and return the following documents:

- This Document Return Statement
- Completed Signature Page

If you have any questions or concerns with the above-referenced Agreement, please feel free to contact Riley Dunagan, Procurement and Contract Specialist, at [Riley.Dunagan@oya.oregon.gov](mailto:Riley.Dunagan@oya.oregon.gov)

**Please complete the below:**

I \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

received a copy of the above-referenced Agreement, consisting of 33 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Crook County** by email from OYA Procurement Unit on the date listed above.

On \_\_\_\_\_, I signed the electronically transmitted Agreement without change.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit at (503) 373-7371.

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
JUVENILE CRIME PREVENTION BASIC SERVICES**



**Agreement #15050**

This Juvenile Crime Prevention Basic Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority ("OYA" or "Agency")** and **Crook County**, a political subdivision of the State of Oregon ("**County**").

WHEREAS, pursuant to ORS 190.110, ORS 420.017 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

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 as of **July 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2025**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$61,742.00**. Payments shall be in accordance with the requirements in Exhibit E.
- 3. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Tracking in JJIS
Exhibit G	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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

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

**YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**AGENCY:** STATE OF OREGON, acting by and through its Oregon Youth Authority

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Teri Bledsoe, Senior Contract Specialist

Mailing Address: 530 Center St. NE, Suite 500  
Salem, Oregon 97301-3740  
Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: Exempt per OAR 137-045-0050 Date: \_\_\_\_\_  
Susan Amesbury, Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Template approved 06292023 Date: \_\_\_\_\_  
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Riley Dunagan

**JUVENILE CRIME PREVENTION BASIC SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT A  
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Adjudicated youth"** has the meaning set forth in ORS 420.005 and includes "youth offenders" as that term is used in ORS 420.017 and 420.019.
2. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
3. **"Agreement"** means this Intergovernmental Agreement between OYA and County.
4. **"Allowable Costs"** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
5. **"Claim"** has the meaning set forth in Section 15 of Exhibit B. As used in Exhibit D, "Claim" has the meaning set forth in Section 1 of Exhibit D.
6. **"Client"** means any individual who receives a Service.
7. **"Close Custody Facility"** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
8. **"Community Programs"** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
9. **"County"** has the meaning set forth in the first paragraph of this Agreement.
10. **"Diversion Services"** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities. Funds for Diversion are paid under a separate Agreement between OYA and the Central and Eastern Oregon Juvenile Justice Consortium.
11. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
12. **"JCP Basic Services" or "Basic Services"** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for adjudicated youth.
13. **"JCP Basic Services Funds"** means funds provided under this Agreement for JCP Basic Services. JCP Basic Service Funds are part of the budget of the Oregon Youth Authority.
14. **"JJIS"** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
15. **"OYA"** means the Oregon Youth Authority.
16. **"Provider"** has the meaning set forth in Section 5 of Exhibit B.

17. **"Service"** means any service or group of related services delivered as part of Service Plan implementation.
18. **"Service Plan"** means the County's plan for 2023-2025 JCP Basic Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2023-2025 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 3.
19. **"Supplanting"** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
20. **"Target Population for Basic Services"** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:
- a. Antisocial behavior;
  - b. Poor family functioning or poor family support;
  - c. Failure in school;
  - d. Substance abuse problems; or
  - e. Negative peer association.

**JUVENILE CRIME PREVENTION BASIC SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT B  
TERMS AND CONDITIONS**

**1. Payment and Recovery of Funds.**

**a. Payment Generally.** Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

**b. Payment Requests and Notices.** County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

**c. Conditions Precedent to Payment.** OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

**(i)** OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

**(ii)** No default as described in Section 7 of this Exhibit has occurred.

**(iii)** County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

**(iv)** OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.

**(v)** OYA has received from County and approved the County's Service Plan for the 2023-2025 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 5 on or prior to the date of the payment request.

**(vi)** The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

**d. Recovery of Funds.** If payments to County by OYA under this Agreement are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County, shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

**(i)** Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

**(ii)** If the exercise of the OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with the OYA.

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

(v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

## **2. Representations and Warranties.**

a. County represents and warrants as follows:

(i). **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does 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 (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(iii). **Binding Obligation.** 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 subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

(v). **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

(i). **Organization and Authority.** OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does 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 and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA 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 OYA of this Agreement, other than approval by the Department of Justice if required by law.



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

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

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

**3. Expenditure of Funds.** County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Basic Services funds solely on Basic Services.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2023 or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

**4. Expenditure Reports.** County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

**5. Provider Contracts.** Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract") County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

**6. Records Maintenance, Access and Confidentiality.**

a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and 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.

b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

**7. County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to

bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) 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).

**8. OYA Default.** OYA shall be in default under this Agreement upon the occurrence of any of the following events:

a. OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein: or

b. Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

**9. Termination.**

a. **County Termination.** County may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to OYA.

(ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. **OYA Termination.** OYA may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to County.

(ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.

(iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that the OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service.

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

## **10. Effect of Termination**

a. **Entire Agreement.** Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

b. **Survival.** Notwithstanding subsection (a) above, exercise of the termination rights in section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or the County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, Provider Contract obligations, Provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

**11. Unilateral Modification.** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements, with the exception of JCP Prevention Funds awarded to minimum grant counties. In such circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to

OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

**12. 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 by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To Agency: Sandra Santos  
Oregon Youth Authority  
530 Center St. NE, Suite 500  
Salem, Oregon 97301-3765  
Voice: (503)-779-3938  
Facsimile: (503) 373-7921  
E-mail: sandra.santos@oya.oregon.gov

To County: ~~Erika~~  
~~Erika~~ Frickey  
Crook County  
305 NE 3<sup>rd</sup> St.  
Prineville, Oregon 97754  
Voice: (541) 447-5161  
Facsimile: (541) 447-2527  
E-Mail: ~~erika.frickey@co.crook.or.us~~  
*Erika.frickey@crookcounty.or.gov*

The supervising representatives of the parties for purposes of this Agreement are indicated above. Should a change in Agency's or County's representative become necessary, Agency or County will notify the other party of such a change in writing. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

**13. 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**14. 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.

**15. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in 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, 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.

**16. Compliance with Applicable Law.** Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County, 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. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

**17. Assignments, Successors in Interest.**

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the OYA may deem necessary. No approval by the OYA of any assignment or transfer of interest shall be deemed to create any obligation of the OYA in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

**18. No Third Party Beneficiaries.** OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that OYA and County's performance under this Agreement is solely for the benefit of OYA and the County to assist and enable OYA and the County to accomplish their respective missions. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**19. Integration and Waiver.** This Agreement, including all of its 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 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. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

**20. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 3.a and 5.d of Exhibit C, and in any event no such amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

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

**22. Construction.** The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

**23. Contribution**

**a.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("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, 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 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 obligations under this Section with respect to the Third Party Claim.

**b.** With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

**24. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**25. Ownership of Intellectual Property.**

OYA Agreement #15050  
Crook County  
JCP Basic Services

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on the OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, the OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

**26. Force Majeure.** Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**27. HIPAA Compliance.** To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), and the federal regulations implementing the Act, including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

a. **Privacy and Security Of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. **Consultation and Testing.** If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

**28. Criminal History Checks.** The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement. Any person that has failed a criminal history check as set forth in OAR 416-800-0000 to 416-800-0095 is prohibited from providing services under this Agreement to OYA youth offenders.



**29. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

**JUVENILE CRIME PREVENTION BASIC SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT C  
PROGRAM REQUIREMENTS**

**1. Outcomes.** County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services with the goal of achieving the high level outcomes of reducing juvenile recidivism and equitable service delivery.

**2. JCP Basic Services Target Population and Funded Services.** County shall target its Basic Services to the Target Population for Basic Services.

**a.** JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i) Antisocial behavior.
- (ii) Poor family functioning or poor family support.
- (iii) Failure in school.
- (iv) Substance abuse problems.
- (v) Negative peer associations.

**b.** JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

**3. Service Plans**

**a. Service Plan Submission.** County shall submit a written JCP Basic Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2021-2023 biennium. Until the Service Plan for the 2023-2025 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2021-2023 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2023-2025 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2021-2023 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

**(i)** The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

**(ii)** All funded services must focus on supporting the high level outcome in Section 1 of this Exhibit C.

**b. Service Plan Implementation.** County shall implement, or through Providers shall require to be implemented, the JCP Basic Services portion of the Service Plan as developed in 3.a. of this Section.

**c. Evidence-Based Services and Programs.** County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

**d. Equitable Service Delivery.** In order to ensure the programs and services that are funded under this Agreement are delivered equitably, and that they meet the state's goals and objectives for the provision of juvenile justice services, County shall provide OYA with the following:

- (i) JCP Basic Narrative Plan report, once per biennium, by July 15, 2023. The Narrative Plan report shall be on an OYA provided template and shall include:
  - An overview of County data in order to convey the demand on services at the County level, the youth populations that are at risk of coming to OYA;
  - A description of the services that the County anticipates needing during the 2023-2025 biennium in order to address the needs of diverse youth in the County; and
  - Additional County level information about what is historically working, what is not working, and where there may be gaps in local services.
- (ii) A completed JCP assessment for youth with a Formal Accountability Agreement (FAA) or higher disposition, due 90 days pre-disposition or 30 days post-disposition.

**4. Cultural Competency.** County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

#### **5. Amendment to Service Plan**

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for an amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. County shall follow the following requirements if it desires to change the Service Plan:

**a.** The Service Plan budget may be amended to change allocations between categories of services while staying within the not-to-exceed Grand Total listed in Exhibit E.

**b.** County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

**c.** County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

**d.** All changes to the Service Plan budget which comply with Sections 5.a and 5.b, or that comply with Sections 5.a and 5.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

**6. Grievance System.** During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

#### **7. Reporting and Documentation**

OYA Agreement #15050  
Crook County  
JCP Basic Services

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

## **8. Youth Specific Reporting and Required Documentation**

a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.

(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.

(iii) Documentation of any mental health treatment;

(iv) Past and current prescribed psychotropic medication history;

(v) Past and existing suicidal ideation and behaviors;

(vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

(vii) Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

## **9. Other Agreement Requirements.**

a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;

(ii) Community Programs;

(iii) Plan for providing detention back-up and back up to Community Programs;

(iv) A process for making Close Custody Facility placement and parole decisions in accordance with the Service Plan;

(v) Preliminary revocation hearings in the community to determine whether probable cause exists to believe parole has been violated and, if so, whether parole should be revoked or whether intermediate sanctions are appropriate. County shall provide the hearing report to the designated OYA representative immediately after the hearing concludes. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.



**JUVENILE CRIME PREVENTION BASIC SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT D  
PROVIDER REQUIREMENTS**

**1. Indemnification by Providers**

County shall take all reasonable steps to cause its Provider(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 ("Indemnatee") 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 Provider or any of the officers, agents, employees or subcontractors of the Provider ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Provider from and against any and all Claims.

**2. Provider Insurance Requirements**

**A. GENERAL**

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

If Provider maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Provider.

**B. TYPES AND AMOUNTS**

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Provider, 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). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a

subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than **\$500,000.00** each accident. If Provider is an employer subject to any other state's workers' compensation law, Provider shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than **\$500,000.00** and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Provider shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than **\$5,000,000.00** and/or the Longshoremen's and Harbor Workers' Compensation Act.

#### COMMERCIAL GENERAL LIABILITY

☒ **Required**    ☐ **Not required**

Provider shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

#### AUTOMOBILE LIABILITY INSURANCE

☒ **Required**    ☐ **Not required**

Provider shall provide Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### PROFESSIONAL LIABILITY

☒ **Required**    ☐ **Not required**

Provider shall provide Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit. If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider and Provider's subcontractors shall provide continuous claims made coverage as stated below.

#### PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

☒ **Required**    ☐ **Not required**

Provider shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

#### EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Provider's primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

#### ADDITIONAL COVERAGE REQUIREMENTS

Provider's insurance shall be primary and non-contributory with any other insurance. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

#### ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.



#### WAIVER OF SUBROGATION:

Provider shall waive rights of subrogation which Provider or any insurer of Provider may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Provider will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Provider or the Provider's insurer(s).

#### CONTINUOUS CLAIMS MADE COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Provider shall maintain 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) Provider's completion and Agency's acceptance of all Services required under this Agreement, or
- (ii) Agency or Provider termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

#### CERTIFICATE(S) AND PROOF OF INSURANCE

County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

#### NOTICE OF CHANGE OR CANCELLATION

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

#### INSURANCE REQUIREMENT REVIEW

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

#### STATE ACCEPTANCE

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




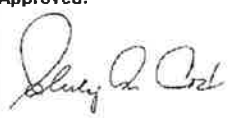
**JUVENILE CRIME PREVENTION BASIC SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT E  
FUNDING**

<b>SERVICE</b>	<b>TOTAL</b>
JCP BASIC	\$61,742.00

The amount indicated as the Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Plan and other provisions of this Agreement.

## EXHIBIT F – SERVICE TRACKING IN JJIS

This Policy Statement "Service Tracking in JJIS" may be updated from time to time. County is responsible for checking OYA's Public website at <http://www.jjis.state.or.us/policy/servicetracking.htm> for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

		<b>Oregon</b>		
		<b>Juvenile Justice Information System</b>		
		<b>Policy Statement</b>		
<b>Service Tracking in JJIS</b>				
<b>Approved:</b> 		<b>Effective Date:</b>	1/16/2013	
<b>Philip Cox, Co-Chair JJIS Steering Committee</b>		<b>JJIS Steering Committee Approval:</b>	12/19/2012	
		<b>JJIS Policy &amp; Standards Committee Approval:</b>	8/22/2012	
<b>Supersedes:</b>				
<b>REFERENCE:</b>				

<b><u>PURPOSE:</u></b>	<ul style="list-style-type: none"><li>To provide a standard for consistency in tracking services in JJIS;</li><li>To provide a threshold for a view of current juvenile justice practice;</li><li>To provide a foundation to compare trends in key service areas over time; and</li><li>To establish a foundation to develop capacity to measure results based on evidence</li></ul>
<b><u>DEFINITIONS:</u></b>	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
<b>Competency Development</b>	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.



<b>Program Type</b>	<b>Definition</b>
<b>Skill Development – Non-Residential</b>	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
<b>Skill Development – Residential</b>	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
<b>Therapeutic Foster Care</b>	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
<b>Vocational</b>	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
<b>Family</b>	
<b>Family Counseling</b>	General family counseling services.
<b>Family Education</b>	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
<b>Functional Family Therapy</b>	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
<b>Multi-Systemic Therapy</b>	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
<b>Fire Setter</b>	
<b>Fire Setter – Non-Residential</b>	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
<b>Fire Setter – Residential</b>	Residential treatment services for youth with inappropriate or dangerous use of fire.



<b>Program Type</b>	<b>Definition</b>
<b>Gang</b>	
<b>Gang – Non-Residential</b>	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
<b>Gang – Residential</b>	Residential services designed to address juvenile gang related behavior membership and affiliation.
<b>Mental Health</b>	
<b>Mental Health – Non-Residential</b>	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
<b>Mental Health – Residential</b>	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
<b>Co-Occurring</b>	
<b>Co-Occurring – Non-Residential</b>	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
<b>Co-Occurring – Residential</b>	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
<b>Sex Offender</b>	
<b>Sex Offender – Non-Residential</b>	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
<b>Sex Offender – Residential</b>	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
<b>Substance Abuse</b>	
<b>Substance Abuse - Non-Residential</b>	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUI Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
<b>Substance Abuse - Residential</b>	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



<b>Other Youth Services</b>	
<b>Drug Court</b>	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
<b>Mentoring</b>	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
<b>Other – Residential</b>	Residential services which are unable to be categorized with any of the existing categories.
<b>Other – Youth Services</b>	Other services which are unable to be categorized with any of the existing categories.
<b>Victim Related</b>	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
<b>Wrap Around</b>	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
<b>Assessment</b>	Assessments and evaluations performed to help identify the need for specialized services.
<b>Foster Care</b>	Foster care
<b>Medical</b>	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.

**POLICY:**

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

**Tracking****Required Tracking**

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
  - Educational
  - Independent Living
  - Skill Development – Non-Residential
  - Skill Development – Residential
  - Therapeutic Foster Care
  - Vocational
- Family
  - Family Counseling
  - Family Education
  - Functional Family Therapy
  - Multi-Systemic Therapy
- Fire Setter
  - Fire Setter – Non-Residential
  - Fire Setter – Residential
- Gang
  - Gang – Non-Residential
  - Gang – Residential
- Mental Health
  - Mental Health – Non- Residential
  - Mental Health – Residential
- Co-Occurring
  - Co-Occurring – Non-Residential
  - Co-Occurring – Residential
- Sex Offender



	<ul style="list-style-type: none"> <li>○ Sex Offender – Non-Residential</li> <li>○ Sex Offender – Residential</li> <li>• Substance Abuse <ul style="list-style-type: none"> <li>○ Substance Abuse - Non-Residential</li> <li>○ Substance Abuse - Residential</li> </ul> </li> <li>• Other Youth Specific Services <ul style="list-style-type: none"> <li>○ Drug Court</li> <li>○ Mentoring</li> <li>○ Other Residential</li> <li>○ Other Youth Services</li> <li>○ Victim Related</li> <li>○ Wrap Around</li> </ul> </li> </ul> <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> <li>○ Services</li> <li>○ Case Plan Interventions</li> <li>○ Programs attached to Conditions</li> </ul> <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><b><u>Optional Tracking</u></b></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> <li>• Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> <li>○ Community Service</li> <li>○ Work Crews</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>○ Restitution Programs</li> <li>● Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> <li>○ Sanction Court</li> <li>○ Peer Court</li> <li>○ Youth Court</li> </ul> </li> <li>● Basic and Intensive supervision; offense specific caseloads; intensive monitoring</li> <li>● * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care</li> </ul> <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><b><u>Non-trackable Services</u></b></p> <ul style="list-style-type: none"> <li>● Other Basic Services <ul style="list-style-type: none"> <li>○ Assessments and Evaluations.</li> <li>○ Medical Services</li> <li>○ Activity Fees</li> <li>○ Clothing Vouchers</li> <li>○ Education (including GED Testing and Tutoring)</li> <li>○ Electronic Monitoring &amp; Tracking</li> <li>○ Medication</li> <li>○ **Polygraphs</li> <li>○ School Liaison Counselor</li> <li>○ Service Coordination</li> <li>○ Translation Services</li> <li>○ Transportation &amp; Gas Voucher</li> <li>○ **UA's.</li> </ul> </li> </ul> <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><b><u>Monitoring Data Integrity</u></b></p> <p><b>Monitor Administrative - Set Up</b></p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> <li>• <a href="http://www.jjis.state.or.us/reports/details/detail00562.htm">http://www.jjis.state.or.us/reports/details/detail00562.htm</a></li> </ul> <p><b>Monitor Service Tracking</b></p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> <li>• <a href="http://www.jjis.state.or.us/reports/details/detail00363.htm">http://www.jjis.state.or.us/reports/details/detail00363.htm</a></li> </ul> <p><b>Attendance Tracking</b></p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<p><b><u>PROCEDURES:</u></b></p>	<p><b>Tracking Services</b></p> <ol style="list-style-type: none"> <li>1. Determine which JJIS feature the office will use to track services:             <ul style="list-style-type: none"> <li>○ Services</li> <li>○ Case Plan Interventions</li> </ul> </li> </ol>



	<ul style="list-style-type: none"> <li>○ Programs on Conditions</li> </ul> <ol style="list-style-type: none"> <li>2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports.</li> <li>3. Determine local protocol for who will enter the services.</li> <li>4. Train staff on local policy and protocol.</li> </ol> <p><b>Maintaining Provider/Programs in JJIS</b></p> <ol style="list-style-type: none"> <li>1. Conduct an annual inventory of Providers and Programs in JJIS.</li> <li>2. Verify the program is still active for the office and other reporting attributes.</li> <li>3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form.</li> </ol> <p><b>Maintaining Attendance Tracking Course Definitions</b></p> <ol style="list-style-type: none"> <li>1. Conduct an annual inventory of active Course Definitions in JJIS.</li> <li>2. Verify the course and course definitions are still active for the office.</li> <li>3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.</li> </ol>
<b><u>FORMS:</u></b>	<ul style="list-style-type: none"> <li>• <a href="#">OYA Provider Program and Course Definition Request Form (YA 1751)</a></li> <li>• <a href="#">JJIS Form 10a and 10b Instructions</a></li> <li>• <a href="#">JJIS Form 10a – County Provider Program Request Form (new program)</a></li> <li>• <a href="#">JJIS Form 10b – County Program Form</a> (mass entry/annual review)</li> </ul>



## AGENDA ITEM REQUEST

**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/

## BILL OF SALE

This Bill of Sale is made and entered into as of this \_\_\_\_ day of August, 2023, by and between the Crook County Extension Service District, a special district of the State of Oregon (the “Buyer”), and Crook County, a political subdivision of the State of Oregon (the “Seller”).

### Recitals:

- A. WHEREAS, Seller is the owner of certain structures which are no longer needed for Seller’s purposes, not including the ground on which such structures are placed or any other real property; and
- B. WHEREAS, Buyer is an Oregon special district involved in providing education, public services, and administrative functions to the residents of Crook County; and
- C. WHEREAS, Seller wishes to sell to Buyer all of Seller’s right, title, and interest in and to the buildings and structures described herein, not including the ground on which such structures are placed or any other real property, and Buyer wishes to accept the transfer of the buildings and structures from Seller.

### Agreement:

***Now, therefore,*** in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Buyer and Seller, intending to be legally bound, agree as follows:

- 1. Adoption of Recitals: The above recitals are incorporated into and made a part of this Bill of Sale, as terms of the transaction and not as mere recitals.
- 2. Consideration:
  - a. Within thirty (30) days of the execution of this Bill of Sale, Buyer will tender to Seller the sum of One Dollar (\$1.00), cash. Seller will remit to Buyer a receipt after receiving such funds.
  - b. Buyer warrants and represents that it will use the buildings and structures in the conduct of its public service functions. These functions may include but not be limited to education and classroom instruction; the hosting of clubs, events, social gatherings, or meetings; administrative functions in furtherance of its public service activities; or other similar uses.
- 3. Sale of Buildings: Effective as of the date Seller receives the Consideration described in Section 2 above, Seller hereby conveys, grants, bargains, sells, transfers, and delivers to Buyer, to have and to hold forever, all of Seller’s rights, title, and interest in and to the following described buildings and structures:

- The Crook County Agricultural Extension Service District Office building, 498 SE Lynn Boulevard, Prineville, OR 97754.
- The 4-H Club/Clover Building, 502 SE Lynn Boulevard, Prineville, OR 97754.

To the extent that such buildings and structures are considered Fixtures, this sale is made notwithstanding that designation, as personal property and not real property. It is acknowledged and affirmed by Buyer and Seller that such sale is limited to the buildings and structures described in this Section 3, and that such sale does not include any other real property including but not limited to the ground upon which those buildings or structures are currently located.

4. No Additional Warranties or Obligations: This Bill of Sale shall not be construed as creating any separate warranties or obligations in addition to those expressly contained herein.
5. Building and Structures Conveyed "As Is:": Buyer agrees that full inspection of the Buildings and Structures has been made and that Seller shall not be held to any covenant respecting the condition of said Buildings and Structures. Buyer is acquiring the property "AS IS" and Seller makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Buyer acknowledges that it has made its own independent investigation respecting the Buildings and Structures and will be relying entirely thereon. Buyer may not rely upon any representation of any party whether or not such party purports to act on behalf of Seller, unless the representation is expressly set forth herein or in a subsequent document executed by Seller. All representations, warranties, understandings, and agreements between Buyer and Seller are merged herein and shall not survive closing.
6. Choice of Law: This Bill of Sale shall be governed by and construed in accordance with the law of the State of Oregon, with venue located in Crook County.
7. Successors and Assigns: This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

8. Attorney Fees: In the event of an action, lawsuit, or proceeding, including any 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.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first set forth above.

**Seller:**

CROOK COUNTY

\_\_\_\_\_  
Seth Crawford, County Judge

Date: \_\_\_\_\_

\_\_\_\_\_  
Jerry Brummer, County Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner

Date: \_\_\_\_\_

**Buyer:**

CROOK COUNTY EXTENSION SERVICE  
DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## REAL PROPERTY GROUND LEASE

Date: August \_\_\_\_, 2023

Between: Crook County ("County")  
Address: 300 NE Main Street **Landlord**  
Prineville, OR 97754

And: Crook County Agricultural Extension ("District")  
Service District  
Address: 498 SE Lynn Boulevard **Tenant**  
Prineville, OR 97754

### RECITALS

A. *Whereas*, County is owner of that certain parcel of real property located at 498 SE Lynn Boulevard, known as of the Date listed above as Map Tax Lot 15 16 05 C012 303, upon which are located the following buildings:

- Extension District Office building; and
- 4-H Club/Clover building.

This property is more fully described on the attached **Exhibit A**; and,

B. *Whereas*, District uses those buildings in furtherance of its educational, public service, and administrative functions, and County has been maintaining those buildings as owner; and

C. *Whereas*, the Parties wish to modify the ownership and maintenance responsibility for the aforementioned buildings, and delineate which Party is responsible for which component of maintenance; and

D. *Whereas*, by separate Bill of Sale, which is not a part of this Lease, County sold to District those buildings and structures described in Recital A above. District desires to continue to locate such buildings and structures at their current location, which County will make available to District according to the terms and conditions of this Lease.

### AGREEMENT

Based on the foregoing recitals, and for good and valuable consideration, County and District execute this non-exclusive lease for the real property described on Exhibit A (the "Premises") for the placement of the buildings and structures described in Recital A, on the terms and conditions stated herein.



## **Section 1    Occupancy**

**1.1    Term and Duration.** The term of this Lease shall commence on execution of this Lease agreement, and continue through 5:00 PM Pacific Time on June 30, 2048, unless sooner terminated as hereinafter provided.

**1.2    Possession.** District's right to possession and obligations under this Lease shall commence on execution. At the termination or expiration of the Lease, the County will have sole authority to possess and occupy the Premises.

**1.3    Non-Exclusive.** District acknowledges and agrees that the lease of the Premises is non-exclusive, that other buildings and facilities are located on the Premises which are not part of this Lease, and that County may, use, lease or alienate portions of the Premises to other parties, subject to the restrictions of Section 11 below.

## **Section 2    Rent.**

**2.1    Consideration.** Within thirty (30) days of the beginning of the Term of this Lease, and thereafter by July 10 of each year, District will remit to County the sum of One and 00/100 Dollars (\$1.00), which will constitute the rent owed by District for each year of the Term.

## **Section 3    Use of the Premises**

**3.1    Permitted Use.** The Premises may be used for the educational, public service, and administrative functions of the District.

**3.2    Restrictions on Use.** In connection with the use of the Premises, District shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the Premises and its use, including all environmental laws, and will correct at District's own expense any failure of compliance if reasonably able to do so, and if not, then the Lease may be terminated by the County or District with 30 days prior written notice to the other.
- (2) Refrain from any activity that would make it impossible to insure the Premises.
- (3) Refrain from any use that would be reasonably offensive to Crook County or the users of the Crook County Fairgrounds, or that would tend to create a nuisance.

**3.3    Hazardous Substances.** District shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. District may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the operation(s) specified in Section 3.1. District may store such Hazardous Substances on the Premises only in quantities necessary to satisfy District's reasonably anticipated

needs. District shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored in the Premises. Upon the expiration or termination of this Lease, District shall remove all Hazardous Substances from the Premises. The term ***Environmental Law*** shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term ***Hazardous Substance*** shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and/or material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

#### **Section 4   Improvements by the District**

**4.1   Prior Approval.** All real property improvements made by the District to the Premises, shall be made with the prior approval of County. This does not apply to any improvements made to any permitted buildings or structures placed upon the Premises under the provisions of this Lease.

**4.2   Permits/Inspections.** All improvements requiring permits or inspections by governmental entities shall only be made by the District after obtaining the necessary governmental permits at the District's sole expense and where inspection is required, such inspections shall be made at the sole expense of the District. Even if governmental entities do not require inspection, County, before approving a proposed improvement, may require inspection of the construction and inspection of the completed improvement if such inspection is reasonable and necessary.

**4.3   Designation of County's Agent.** County designates the County Facilities Director or designee as its agent, herein referred to as the "Manager," with regard to approval of activities, alterations, improvement, and operation of the Premises. County may designate a different person to act as Manager by providing written notice to the District at the address provided herein of the name and contact information of the new Manager.

#### **Section 5   Repairs and Maintenance**

**5.1   County's Obligations.** County shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises.

**5.2   District's Obligations.** District, at its expense, shall keep the Premises in as good condition and repair as it now is, reasonable wear and tear excepted. District shall keep its personal property inside the building in an orderly and clean condition as the existing circumstances allow.

**5.3   District's Interference with County.** In performing any repairs, replacements, alterations, or other work on or around the Premises, District shall not cause unreasonable interference with County's use of the surrounding Fairgrounds.

**5.4 Exterior of Building.** District shall not store materials on the Premises outside the building without the approval of the Manager, which approval will not be unreasonably withheld.

## **Section 6 Alterations**

**6.1 Alterations Prohibited.** District shall make no improvements or substantial alterations to the Premises of any kind without first obtaining the Manager's written approval. All alterations and improvements shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes, and at District's sole expense.

**6.2 Ownership and Removal of Alterations.** All structural improvements and alterations that may be or have been made to the Premises by District shall become the property of County when installed, and may not be removed from the Premises by District upon termination or expiration of this Lease.

## **Section 7 Insurance**

**7.1 Fire and Casualty.** District shall keep the Premises insured at District's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Such insurance will include limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate, containing the complete statement "Crook County and the Crook County Fair Board are both named as additional insureds," it being the intent of the Parties that the District's insurance will provide contractual liability and additional insured coverage for Crook County and the Crook County Fair Board consistent to cover District's indemnity obligations under the "INDEMNIFICATION" paragraph of this Lease. District may carry insurance insuring the property of District in the Premises against such risks, but shall not be required to insure such District property.

**7.2 Commercial General / Pollution Liability.** At all times, District must be properly licensed and must maintain Commercial General Liability insurance, and Pollution Liability insurance, both with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate, containing the complete statement "Crook County and the Crook County Fair Board are both named as additional insureds," it being the intent of the Parties that the District's insurance will provide contractual liability and additional insured coverage for Crook County and the Crook County Fair Board consistent to cover District's indemnity obligations under the "INDEMNIFICATION" paragraph of this Lease.

## **Section 8 Taxes**

**8.1 Property Taxes.** District shall pay as due all taxes on its property located in the Premises if any taxes are applicable. County shall pay as due all real property taxes, if any, levied against the Premises.

## **Section 9 Utilities**

**9.1 Payment of Utilities.** District shall be solely responsible for all utilities, including but not limited to: electricity, sewer, and water.

## **Section 10 Liability and Indemnity**

**10.1 Liens.** District shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If District fails to pay any such claims or to discharge any lien, County may do so and collect the cost from District. Any amount so added shall bear interest at the rate of 15% per annum from the date expended by County and shall be payable on demand. Such action by County shall not constitute a waiver of any right or remedy which County may have on account of District's default.

**10.2 Indemnification.** District shall indemnify and defend County and the Crook County Fair Board from any claim, loss, or liability arising out of or directly related to District's use of the Premises, or any condition of the Premises while in the possession or under the control of District. County will indemnify and defend the District from any claim, loss, or liability arising out of or related to any activity of County occurring in the Premises to the extent caused by County's negligence or breach of duty under this Lease.

## **Section 11 Quiet Enjoyment**

**11.1 County's Warranty.** County warrants that it has the authority to lease the Premises to the District.

## **Section 12 Assignment and Subletting**

**12.1 Restriction on Third-Party Use.** No part of the Premises may be assigned, mortgaged, or subleased, nor may a right-of-use of any portion of the property be conferred on any third person by any other means, without the prior written consent of County. This provision shall apply to all transfers whether by operation of law or otherwise. No consent in one instance shall prevent the provision from applying to a subsequent instance.

Notwithstanding the foregoing, it is understood by County and District that a portion of District's public service functions is to provide building space available for classes, clubs, meetings, office space for other public service agencies, and other similar events and uses. The Parties agree that District providing space for such events and uses within the Buildings described in Recital A are not a violation of this Section 12.1.

## **Section 13 Default** The following shall be events of default:

**13.1 Default in Covenants.** Subject to the provisions of Paragraph 3.2, failure of District to comply with any term or condition or fulfill any obligation of the

Lease within thirty (30) days after written notice by County is made to the District specifying the nature of the default with reasonable particularity shall constitute a default. If the default is of such a nature that it cannot be reasonably remedied within the 30-day period, this provision shall be complied with if District begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence under all the circumstances and in good faith to effect the remedy as soon as practicable.

**13.2 Insolvency.** The following each constitute an event of default: An assignment by District for the benefit of creditors; the filing by District of a voluntary petition in bankruptcy; an adjudication that District is bankrupt or the appointment of a receiver of the properties of District; the filing of any involuntary petition of bankruptcy and failure of District to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of District to secure discharge of the attachment or release of the levy of execution within 10 days.

## **Section 14 Remedies on Default**

**14.1 Termination Without Cause.** Any Party may terminate the Lease without cause upon ninety (90) days' prior written notice to the other Party. The Parties will deal with each other in good faith during the ninety (90) day period after notice of intent to terminate without cause has been given.

**14.2 Termination For Cause.** Any Party may terminate the Lease for cause upon thirty (30) days' prior written notice to the other Party. Such notice will include a statement as to the cause and the Party who has violated the Lease. Cause includes material violation of the Lease or any act exposing another Party to liability to others for personal injury or property damage, including environmental contamination.

## **Section 15 Surrender at Expiration or Termination**

**15.1 Condition of Premises.** Upon expiration of the Lease term or earlier termination on account of default or under the provisions for termination, District shall surrender the Premises. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be accepted, but repairs for which District is responsible shall be completed to the latest practical date prior to such surrender.

**15.2 Removal of Personal Property.** Prior to expiration or termination of the Lease term, District shall remove all furnishings, furniture, and fixtures, including but not limited to the buildings and structures described in Recital A, that remain its property. District shall be provided reasonable access to do so. If District fails to do so, this shall be an abandonment of that property, and County may retain the property and all rights of District with respect to it shall cease or, by notice in writing given to District within twenty (20) days after removal was reasonably required. County may elect to hold District to its obligation of removal. If County elects to require District to remove its property, County may effect a removal and place the property in public storage for District's account. District shall be liable to County for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by County.

**15.3 Holdover.** (1) If District does not vacate the Premises at the time required, County shall have the option to treat District as a tenant on a month-to-month basis, subject to all of the provisions of this Lease, with rent for the holdover period being calculated as described in Paragraph 15.4 below; *and* (2) If the District holds over past the date of termination, the tenancy shall be deemed to have terminated as of the date of the original termination and the District expressly waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

**15.4 Holdover Rent.** To determine the real market value of the holdover rent for the building and improvements, the Parties will mutually agree upon a licensed realtor or real estate appraiser who will examine the Premises and provide a written valuation. If the parties cannot agree upon a licensed realtor or real estate appraiser within ten (10) days of the date of expiration or the notice of termination, any party may petition the presiding judge of the Crook County Circuit Court to appoint the licensed realtor or real property appraiser. The person selected by the presiding judge shall be binding upon the Parties. The written valuation of the licensed realtor or real estate appraiser will be binding upon the Parties. The realtor or appraiser's fees will be the sole responsibility of the District as holdover Tenant.

## **Section 16 Miscellaneous**

**16.1 Non-waiver.** Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**16.2 Notices.** Any notice required or permitted under this Lease shall be given when actually delivered or 48 hours after deposited postage pre-paid in United States mail as first class and certified mail addressed to the address first given in this Lease or to such other address as may be specified from time to time by either of the parties in writing.

**16.3 Succession.** Subject to the above-stated limitations on transfer of District's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**16.4 Entry for Inspection.** County or Manager shall have the right to enter the Premises at any reasonable time and without prior written notice.

**16.5 Time of Essence.** Time is of the essence of the performance of each of party's obligations under this Lease.

**16.6 Recordation.** This Lease shall not be recorded without the written consent of County.

**16.7 District Agent.** The District designates the Extension Service Director as its Agent to County. Said Agent shall have the authority to act for District, and County

shall be able to rely on that Agent as representing District. The Agent shall be the contact between County and the Manager, and District. If District changes its agent, it shall notify the County in writing of the change and provide the contact information for the new agent.

**16.8 Successors/Assigns.** All of the covenants, agreements, terms and conditions of this Lease shall apply to and be binding upon the Parties and their respective heirs, executors, administrators, successors, and assigns.

**16.9 Complete Agreement.** This Lease is the entire agreement of the Landlord and Tenant concerning the premises, building, common areas, and land. There are no implied covenants or other agreements between the parties except as expressly set forth in this Lease.

## **Section 17 Dispute Resolution.**

**17.1 Operative Law; Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Oregon with venue being located in Crook County, Oregon.

**17.2 Change In Operative Law.** In the event that either party believes that a change in law, whether by statute, administrative rule, or ruling of a court of competent jurisdiction, alters the provisions of this Lease including the allocation of risks between the parties, that party may send notice to the other party under this Section 17.2 requesting that the provisions of the Lease be opened to renegotiation. Such notice will include a citation to the legal authority prompting the request. The parties will thereafter promptly meet to discuss in good faith whether and how to amend the provisions of the Lease. If the parties are unable to come to an agreement on amending the lease, either party may terminate the Lease upon sixty (60) days' prior written notice, unless such operative law requires a shorter timeframe.

*[remainder of this page intentionally left blank]*

## **Section 18 Signatures**

**18.1 Execution in Counterparts.** This Authorization for Services 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.

County:

District:

CROOK COUNTY COURT

CROOK COUNTY EXTENSION SERVICE  
DISTRICT

\_\_\_\_\_  
Seth Crawford, County Judge

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
print name

Its: \_\_\_\_\_

\_\_\_\_\_  
Jerry Brummer, County Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner

Date: \_\_\_\_\_



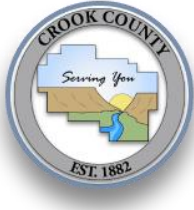
**Exhibit A**  
**Legal Description**

***LEGAL DESCRIPTION***

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A PARCEL OF LAND LOCATED IN THE SW $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 16 EAST, W.M., CITY OF PRINEVILLE, CROOK COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 5, SAID POINT REFERENCED BY WITNESS CORNERS AS PER COUNTY SURVEY NO. 400 BY JAMES E. BUSSARD, LS 599, THENCE NORTH 00°07'47" WEST (DEED RECORD MF 136628-NORTH) A DISTANCE OF 1325.00 FEET TO A 2-1/2 INCH BRASS CAP MONUMENT AS PER COUNTY SURVEY NO. 474 BY DAVID B. ARMSTRONG, LS1026; THENCE SOUTH 89°57'20" EAST (DEED RECORD MF 136628-SOUTH 89°50'00" EAST) A DISTANCE OF 403.50 FEET TO A 2-1/2 INCH BRASS CAP MONUMENT AS PER SAID COUNTY SURVEY NO. 474 AND BEING A POINT ON THE SOUTH LINE OF LYNN BOULEVARD COUNTY ROAD; THENCE SOUTH 89°57'20" EAST ALONG THE SOUTH LINE OF SAID LYNN BOULEVARD A DISTANCE OF 840.00 FEET TO A  $\frac{5}{16}$ " IRON ROD MONUMENT AS PER SAID COUNTY SURVEY NO. 474; THENCE SOUTH 89°57'20" EAST CONTINUING ALONG SAID SOUTH LINE OF LYNN BOULEVARD A DISTANCE OF 0.90 FEET TO A POINT ON THE WEST SIDE OF A EXISTING METAL FENCE LINE, BEING THE NORTHWEST CORNER OF THAT PARCEL CONVEYED TO CROOK COUNTY BY WILLIAM R. CARTER, RECORDED AT DEEDS MF 34900 ON APRIL 2, 1976, SAID CORNER DETERMINED BY THAT BOUNDARY LINE AGREEMENT RECORDED IN DEEDS MF 136628 ON OCTOBER 2, 1997 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE SOUTH 89°57'20" EAST ALONG THE NORTH LINE OF SAID CROOK COUNTY PARCEL AND THE EASTERLY EXTENSION THEREOF AND THE SAID SOUTH LINE OF LYNN BOULEVARD A DISTANCE OF 313.26; THENCE SOUTH 00°00'04" EAST A DISTANCE OF 378.61 FEET; THENCE NORTH 88°57'17" WEST A DISTANCE OF 255.72 FEET; THENCE NORTH 00°00'04" WEST A DISTANCE OF 145.11 FEET; THENCE WEST A DISTANCE OF 4.88 FEET; THENCE NORTH A DISTANCE OF 41.33 FEET; THENCE NORTH 89°59'31" WEST A DISTANCE OF 52.63 FEET; THENCE NORTH 00°00'42" WEST A DISTANCE OF 67.21 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL CONVEYED TO CROOK COUNTY BY DEEDS MF 34900 AND A POINT ON THE LINE DETERMINED BY AGREEMENT IN DEEDS MF 136628; THENCE NORTH 00°00'42" WEST ALONG SAID AGREEMENT LINE A DISTANCE OF 125.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO: All easements, rights of ways, covenants, encumbrances, and grants of record.



## AGENDA ITEM REQUEST

**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/

## Memorandum

To: Seth Crawford, County Judge  
Jerry Brummer, Commissioner  
Brian Barney, Commissioner

From: Andy Parks, Administration

Date: August 2, 2023

Re: Paid Leave Oregon and the Use of Employee Accrued Leave

The Paid Leave Oregon program will begin taking applications from employees in mid-August, with payments to qualified applicants beginning on September third. Many County employees have indicated that they plan to utilize this new benefit as soon as it becomes available. However, there are concerns over the State's process, and there needs to be more clarity about the functionality of this benefit. PLO's literature is challenging to digest and describes potential payment delays due to processing errors or employee application errors; delays may be substantial.

### PLO Benefits:

- Up to 12 weeks paid for any combination of family, medical, and safe leave, with total paid and unpaid leave capped at 16 weeks. \*
- A benefit rate that depends on the employee's average weekly wage. If the employee's average weekly salary is:
  - Equal to or less than 65% of the state average weekly wage, the employee receives 100% of their average weekly salary.
  - Greater than 65% of the state average weekly wage, then the employee receives 65% of the state average weekly wage plus 50% of the employee's average weekly wage that exceeds 65% of the state average weekly wage.
- The maximum weekly benefit is based on 120% of the state average weekly wage. This amount could change yearly based on annual reviews.
- Maximum weekly payout is \$1,523.56.

While Crook County employees with salaries at the left of the wage scales will receive benefits at 100% of their salary, many of our employees will average 65% of their salary. The program states that the employer may allow employees to use their accrued leave to make their salary whole but are not required to do so. Anticipating that many County employees will not qualify for 100% salary benefits, the question is whether the County desires to supplement the shortfall by allowing the use of accrued leave time. Presently, allowing the use of accrued leave would likely create significant issues in the payroll process, such as:

- Potential overpayment due to delayed payment by the State combined with the use of accrued leave during that delay.
- With overpayment, the necessity to have employees repay the accruals used to supplement the leave.
- Payroll taxes paid on overpayments.
- The administrative burden for the payroll process and personnel.

With the information we currently have and an understanding that either path has potential pitfalls, the recommendation from the administration is as follows:

- The County would not allow the use of accrued leave for the program's first year while the State works out any issues in its process.
- For the first year, the County can monitor the State's process and assess whether concerns/issues have been alleviated and funding is consistent and stable and, at such time, revisit the use of accrued leave in conjunction with Paid Leave Oregon or continue with State benefits only.



## Agenda Item Request

**Date:**

*July 25, 2023*

**Meeting date desired:**

*August 2, 2023 – Court Session – Consent Agenda*

**Subject:**

*Contracts for Contract Senior Accountant and Data Analyst Services with NOW CFO*

**Background and policy implications:**

*The Finance and IT departments wish to obtain contract services for the Senior Accountant and the Data Analyst positions to assist with work to be completed in the Finance Department and with the ERP implementation until the County hires permanent employees for those positions. This will prevent disruption in the year end accounting and ERP implementation processes until permanent employees are hired.*

**Budget/fiscal impacts:** *NA - Both positions were budgeted for FY24 and the contract will not exceed what was budgeted. The Data Analyst position was budgeted to use American Rescue Plan Act (ARPA) Funds as part of the IT Strategic Roadmap approved and implemented in FY23. The Senior Accountant agreement is for \$90/hour and includes a not to exceed clause of \$10,000 per month. The Data Analyst cost is \$145/hour and does not include a not to exceed clause. There is not anticipated to be overlap between contract work and permanent employees when hired.*

**Requested by:** *Christina Haron, CPA Crook County Finance Director*

**Presenters:** *Andy Parks, CPA County Administrator  
Christina Haron, CPA Crook County Finance Director*

**Legal review (only if requested):**

*NA*

**Elected official sponsor (if applicable):**

*NA*



## SERVICES AGREEMENT

Senior Accountant

Client/Company Name: Crook County

Date: 06 / 21 / 2023

Client Address:

Contact Person:

Contact Email:

This Services Agreement (this "Agreement") is entered into to be effective as of the date set forth above (the "Effective Date") by and between NOW CFO Portland, LLC ("NOW CFO"), and the above-referenced company ("Client"). Each of NOW CFO and Client may be referred to hereinafter individually as a "party" and collectively as the "parties."

1. Services and Fees. Client hereby engages NOW CFO to provide such professional finance and accounting consulting services as may be agreed upon from time to time by the parties (the "Services"). NOW CFO's fees for the Services will be based on the time required to complete the tasks, projects and functions requested by Client, at the standard hourly rates contemplated herein. Client shall also reimburse NOW CFO for all reasonable costs and expenses incurred by NOW CFO relating to the Services. All invoices will also include sales tax (to the extent required by state or local law), and an administrative and technology fee of 3% of the Services fees. Any material changes to the Services or the inclusion of additional Services shall require the mutual written agreement of the parties.

NOW CFO Personnel Level	Standard Hourly Rates
Partner	\$250.00
CFO	\$200.00
Technical Controller	\$180.00
Controller	\$170.00
Assistant Controller	\$145.00
Accounting Manager	\$125.00
Senior Accountant	\$110.00



Staff Accountant	\$90.00
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2. Payment Terms. NOW CFO will provide biweekly invoices to Client for Services performed, which shall be due within five (5) business days following receipt thereof. Any invoice not timely paid shall be subject to a late fee penalty of 10% of the invoice balance. Client may authorize NOW CFO to process timely credit card or ACH payments by completing the Payment Authorization Form included herewith. To the extent Client has two (2) or more past-due invoices, NOW CFO reserves the right to stop work immediately. NOW CFO may contact the below-listed Client Accounts Payable representative to address any issues or questions regarding the processing of payments:

Name of Client's AP Contact:	Email Address:	Phone Number:

3. Retainer. In order to commence the Services, Client shall pay to NOW CFO a retainer in the amount of \$ 1000.0 (the "Retainer"). This Retainer will not be used to pay on-going, current invoices, but may be applied by NOW CFO, in its sole discretion, to cover any past-due invoices. To the extent Client desires NOW CFO to provide any additional Services following depletion of the Retainer, Client shall be required to replenish the Retainer prior to NOW CFO's provision of any additional Services. Upon completion of the Services, NOW CFO may apply the Retainer to Client's final invoice(s) or return any remaining Retainer balance to Client.

4. Non-Solicitation. During the term of this Agreement, and for a period of one (1) year following termination thereof, Client shall not solicit for employment or hire, either directly or indirectly (as an employee, contractor or otherwise), any employee, former employee, agent, consultant, contractor, or other representative of NOW CFO or its affiliates ("NOW CFO Personnel"), unless Client pays to NOW CFO a placement fee equal to one hundred percent (100%) of the greater of: (i) the annual compensation NOW CFO pays to such solicited NOW CFO Personnel, or (ii) the annual compensation Client has offered to such solicited NOW CFO Personnel. Client agrees that any attempt or actual hiring of such NOW CFO Personnel without prior written approval from NOW CFO will be a material breach of this Agreement, and that NOW CFO will be entitled to an immediate injunction and all other remedies and legal damages afforded under the law.

5. General Terms of Service. This Agreement hereby incorporates by reference NOW CFO's general Terms of Service, which are available at [www.nowcfo.com/termservice](http://www.nowcfo.com/termservice). By signing this Agreement below, Client hereby agrees to NOW CFO's Terms of Service.



6. Term and Termination. The term of this Agreement shall commence as of the Effective Date and shall continue until the Services are completed or until earlier terminated upon thirty (30) days written notice by either party. In the event of any termination, Client shall be responsible for all fees incurred through the date of termination.

7. Assignment. Neither party may assign or transfer any right or obligation in connection with this Agreement without the prior written consent of the other party; provided, however that, upon written notice to Client, NOW CFO may assign this Agreement or transfer its rights and obligations hereunder to any affiliate that NOW CFO controls, is controlled by, or is under common control with, or to a party that acquires all or substantially all of NOW CFO's assets.

8. Governing Law. This Agreement shall be governed by the laws of the State of Utah, without regard to conflict of law principles thereof. Any legal cause of action arising from or related to this Agreement shall be commenced in the state or federal courts located in Salt Lake County, Utah. The parties agree to personal jurisdiction in the courts of Salt Lake County, Utah, and agree to waive the right to trial by jury.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have entered into this Services Agreement to be effective as of the Effective Date.

**NOW CFO:**

NOW CFO PORTLAND, LLC

By:

*Kris Peterson*

Name: Kris Peterson

Title: Partner

Email: kpeterson@nowcfo.com

Phone: (971) 201-0412

**CLIENT:**

Crook County

By:

Name:

Title:

Email:

Phone:



## MONTHLY BILLING ADDENDUM

Client/Company Name: Crook County

Date 07 / 25 / 2023

Client Address:

Contact Person:

Contact Email:

This Monthly Billing Addendum (this "Addendum") is entered into to be effective as of the date set forth above (the "Effective Date"), by and between NOW CFO Portland, LLC ("NOW CFO"), and the above-referenced client ("Client"), and hereby modifies that certain Services Agreement entered into by and between NOW CFO and Client dated 07 / 25 / 2023 (the "Services Agreement") as set forth herein.

1. Monthly Limit on Billing. Unless otherwise approved in advanced and in writing by Client, NOW CFO's monthly billing shall not exceed \$10,000 per month. Approval via email shall be considered written approval.

2. Continuation of Terms. Except as expressly set forth in this Addendum, the Services Agreement remains unchanged and in full force and effect, and the parties, by their execution of this Addendum, hereby ratify, affirm and approve of the Services Agreement, as modified hereby.

IN WITNESS WHEREOF, the parties have entered into this Addendum to be effective as of the Effective Date.

**NOW CFO:**

NOW CFO PORTLAND, LLC

By:

*Kris Peterson*

Name: Kris Peterson

Title: Partner

Email: kpeterson@nowcfo.com

**CLIENT:**

By:

Name:

Title:

Email:





Phone: (971) 201-0412

Phone:

11a8c154-9a0c-ee11-8f6e-000d3a1b9b44



## Payment Authorization Form

☐ ACH ☐ Credit Card

### ACH Payment Information

Bank Name:

Account Number:

Routing Number:

### Credit Card Payment Information

Card Number:

Security Code:

Expiration Date:

Cardholder Name:

Billing Street Address:

City:

State:

Zip Code:

Email:

The undersigned authorized representative hereby authorizes NOW CFO, LLC to charge the account provided above, via ACH or credit card, as applicable, variable amounts on a recurring basis in settlement of charges for services provided by NOW CFO, LLC or its affiliated entities ("NOW CFO") to Client.

For the purpose of executing this authority, NOW CFO agrees to provide periodic invoices, as detailed in the Services Agreement between NOW CFO and Client, detailing the amount due not later than (2) business days prior to charging the designated account. **NOW CFO will automatically charge the**



**account for any amount due.** NOW CFO will provide notice and receipt, via email, when this account is charged.

This Authorization will remain in effect until rescinded in writing to NOW CFO at 210 North 2100 West, Salt Lake City, Utah 84116.

Authorized Representative:

Signed:

Print:

Dated:



**SERVICES AGREEMENT**  
Data Analyst

Client/Company Name: Crook County

Date: 06 / 21 / 2023

Client Address:

Contact Person:

Contact Email:

This Services Agreement (this "Agreement") is entered into to be effective as of the date set forth above (the "Effective Date") by and between NOW CFO Portland, LLC ("NOW CFO"), and the above-referenced company ("Client"). Each of NOW CFO and Client may be referred to hereinafter individually as a "party" and collectively as the "parties."

1. Services and Fees. Client hereby engages NOW CFO to provide such professional finance and accounting consulting services as may be agreed upon from time to time by the parties (the "Services"). NOW CFO's fees for the Services will be based on the time required to complete the tasks, projects and functions requested by Client, at the standard hourly rates contemplated herein. Client shall also reimburse NOW CFO for all reasonable costs and expenses incurred by NOW CFO relating to the Services. All invoices will also include sales tax (to the extent required by state or local law), and an administrative and technology fee of 3% of the Services fees. Any material changes to the Services or the inclusion of additional Services shall require the mutual written agreement of the parties.

NOW CFO Personnel Level	Standard Hourly Rates
Partner	\$250.00
CFO	\$200.00
Technical Controller	\$180.00
Controller	\$170.00
Assistant Controller	\$145.00
Accounting Manager	\$125.00
Senior Accountant	\$110.00



Staff Accountant	\$90.00
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2. Payment Terms. NOW CFO will provide biweekly invoices to Client for Services performed, which shall be due within five (5) business days following receipt thereof. Any invoice not timely paid shall be subject to a late fee penalty of 10% of the invoice balance. Client may authorize NOW CFO to process timely credit card or ACH payments by completing the Payment Authorization Form included herewith. To the extent Client has two (2) or more past-due invoices, NOW CFO reserves the right to stop work immediately. NOW CFO may contact the below-listed Client Accounts Payable representative to address any issues or questions regarding the processing of payments:

Name of Client's AP Contact:	Email Address:	Phone Number:

3. Retainer. In order to commence the Services, Client shall pay to NOW CFO a retainer in the amount of \$ 1000.0 (the "Retainer"). This Retainer will not be used to pay on-going, current invoices, but may be applied by NOW CFO, in its sole discretion, to cover any past-due invoices. To the extent Client desires NOW CFO to provide any additional Services following depletion of the Retainer, Client shall be required to replenish the Retainer prior to NOW CFO's provision of any additional Services. Upon completion of the Services, NOW CFO may apply the Retainer to Client's final invoice(s) or return any remaining Retainer balance to Client.

4. Non-Solicitation. During the term of this Agreement, and for a period of one (1) year following termination thereof, Client shall not solicit for employment or hire, either directly or indirectly (as an employee, contractor or otherwise), any employee, former employee, agent, consultant, contractor, or other representative of NOW CFO or its affiliates ("NOW CFO Personnel"), unless Client pays to NOW CFO a placement fee equal to one hundred percent (100%) of the greater of: (i) the annual compensation NOW CFO pays to such solicited NOW CFO Personnel, or (ii) the annual compensation Client has offered to such solicited NOW CFO Personnel. Client agrees that any attempt or actual hiring of such NOW CFO Personnel without prior written approval from NOW CFO will be a material breach of this Agreement, and that NOW CFO will be entitled to an immediate injunction and all other remedies and legal damages afforded under the law.

5. General Terms of Service. This Agreement hereby incorporates by reference NOW CFO's general Terms of Service, which are available at [www.nowcfo.com/termsofservice](http://www.nowcfo.com/termsofservice). By signing this Agreement below, Client hereby agrees to NOW CFO's Terms of Service.



6. Term and Termination. The term of this Agreement shall commence as of the Effective Date and shall continue until the Services are completed or until earlier terminated upon thirty (30) days written notice by either party. In the event of any termination, Client shall be responsible for all fees incurred through the date of termination.

7. Assignment. Neither party may assign or transfer any right or obligation in connection with this Agreement without the prior written consent of the other party; provided, however that, upon written notice to Client, NOW CFO may assign this Agreement or transfer its rights and obligations hereunder to any affiliate that NOW CFO controls, is controlled by, or is under common control with, or to a party that acquires all or substantially all of NOW CFO's assets.

8. Governing Law. This Agreement shall be governed by the laws of the State of Utah, without regard to conflict of law principles thereof. Any legal cause of action arising from or related to this Agreement shall be commenced in the state or federal courts located in Salt Lake County, Utah. The parties agree to personal jurisdiction in the courts of Salt Lake County, Utah, and agree to waive the right to trial by jury.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have entered into this Services Agreement to be effective as of the Effective Date.

**NOW CFO:**

NOW CFO PORTLAND, LLC

By:

*Kris Peterson*

Name: Kris Peterson

Title: Partner

Email: kpeterson@nowcfo.com

Phone: (971) 201-0412

**CLIENT:**

Crook County

By:

Name:

Title:

Email:

Phone:



## MONTHLY BILLING ADDENDUM

Client/Company Name: Crook County

Date 07 / 25 / 2023

Client Address:

Contact Person:

Contact Email:

This Monthly Billing Addendum (this "Addendum") is entered into to be effective as of the date set forth above (the "Effective Date"), by and between NOW CFO Portland, LLC ("NOW CFO"), and the above-referenced client ("Client"), and hereby modifies that certain Services Agreement entered into by and between NOW CFO and Client dated 07 / 25 / 2023 (the "Services Agreement") as set forth herein.

1. Monthly Limit on Billing. Unless otherwise approved in advanced and in writing by Client, NOW CFO's monthly billing shall not exceed \$10,000 per month. Approval via email shall be considered written approval.

2. Continuation of Terms. Except as expressly set forth in this Addendum, the Services Agreement remains unchanged and in full force and effect, and the parties, by their execution of this Addendum, hereby ratify, affirm and approve of the Services Agreement, as modified hereby.

IN WITNESS WHEREOF, the parties have entered into this Addendum to be effective as of the Effective Date.

**NOW CFO:**

NOW CFO PORTLAND, LLC

By:

*Kris Peterson*

Name: Kris Peterson

Title: Partner

Email: kpeterson@nowcfo.com

**CLIENT:**

By:

Name:

Title:

Email:



Phone: (971) 201-0412

Phone:

11a8c154-9a0c-ee11-8f6e-000d3a1b9b44





## Payment Authorization Form

☐ ACH ☐ Credit Card

### ACH Payment Information

Bank Name:

Account Number:

Routing Number:

### Credit Card Payment Information

Card Number:

Security Code:

Expiration Date:

Cardholder Name:

Billing Street Address:

City:

State:

Zip Code:

Email:

The undersigned authorized representative hereby authorizes NOW CFO, LLC to charge the account provided above, via ACH or credit card, as applicable, variable amounts on a recurring basis in settlement of charges for services provided by NOW CFO, LLC or its affiliated entities ("NOW CFO") to Client.

For the purpose of executing this authority, NOW CFO agrees to provide periodic invoices, as detailed in the Services Agreement between NOW CFO and Client, detailing the amount due not later than (2) business days prior to charging the designated account. **NOW CFO will automatically charge the**



**account for any amount due.** NOW CFO will provide notice and receipt, via email, when this account is charged.

This Authorization will remain in effect until rescinded in writing to NOW CFO at 210 North 2100 West, Salt Lake City, Utah 84116.

Authorized Representative:

Signed:

Print:

Dated:

## AGENDA ITEM REQUEST

**Date:**

July 27, 2023

**Meeting date desired:**

August 2, 2023

**Subject:**

Authorization to enter personal services contract with Parametrix to perform services relating to an update to the County's Transportation System Plan (TSP).

**Background and policy implications:**

A copy of the scope of work for the TSP update is included with this request. The project described in the scope includes critical updates to ensure our transportation system is planned for continued growth in Crook County. The project will include, but is not limited to, review and prioritization of capital improvement projects, updates to priorities for Hwy 126 corridor, review alternative access for Juniper Canyon, and review of safety needs. Staff seeks authorization to allow Andy Parks, County Administrator, to execute the contract to perform the required services.

**Budget/fiscal impacts:**

The proposed budget for the project \$204,949 plus up to an additional \$27,794 for potential contingencies. Crook County Community Development Department has \$200,000 budgeted for the TSP update. Public Works has some funds budgeted for related work.

**Requested by:**

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

**Presenters:**

Will Van Vactor

Andy Parks

**Legal review (only if requested):****Elected official sponsor (if applicable):**

## A. PROJECT DESCRIPTION AND OVERVIEW OF SERVICES

Agency is contracting with Consultant for Services in connection with the following project (the “Project”): “Crook County Transportation System Plan Update”.

Crook County updated its Transportation System Plan in 2018 with an emphasis on multimodal services and general policies. Since that time, growth throughout Central Oregon, and particularly within Prineville, Redmond, and Bend have continued to impact Crook County facilities. Projects that were previously identified within the County’s Transportation System Plan as mid- or long-range projects have become a more critical focus with the County Board of Commissioners and the public, along with increased priority for life-safety and emergency access needs in various portions of the County. Key outcomes of this work include the following:

- Review capital projects in current TSP and update with a Capital Improvement Plan (“CIP”) with a proposed project hierarchy (High, Medium, Low) and associated planning level cost estimates.
  - The capital projects analysis will include capacity adding projects deemed necessary through a capacity analysis for a 2045 horizon year.
  - The CIP will include modernization projects (improving substandard roads to County standard) which identify facilities to be improved based upon an established criterion.
  - The CIP will include safety projects as identified in the analysis, via incorporation of other safety studies (TSAP, etc), or otherwise identified through the TSP process (public input, staff consultation, etc.).
  - The CIP will include bridge replacement, modernization, and major maintenance projects deemed necessary through the horizon period.
  - The CIP will include a special category of projects eligible for Federal Lands Access Project funding (<https://flh.fhwa.dot.gov/programs/flap/>)
- Review and update priorities for the OR 126 corridor, County-owned portion of the Powell Butte Highway, Millican Road, and other key parallel and connecting roads within Crook County between Redmond and Prineville. Develop a prioritized improvement plan to address safety, capacity, and accommodate planned tourism/recreation, population, and employment growth.
- Review the Juniper Canyon area and develop near-term options for alternative emergency access. Develop strategies to increase the longer-term access resiliency of Juniper Canyon Road and prioritize alternative routes for area residents and tourists, considering multiple travel routes/directions.
- Develop and prioritize projects in a means that will allow the County to explore a diverse range of funding options either through this TSP or as follow-on items.
- Review Countywide safety needs through a Transportation Safety Action Plan. This work will be informed by review of historical crashes throughout the County, and prioritized focus areas spanning messaging, maintenance, “hotspot” treatments, or other corridor improvements as appropriate. This work will include an emphasis on the Powell Butte area.
- Develop a tabular summary list of identified projects listed by timing/priority, whether or not the project increases capacity, estimated planning-level costs for each project, and anticipated funding sources.

- Integrate County plans with the priorities and needs identified within the City of Prineville's on-going Transportation System Plan update.

## B. TASKS, DELIVERABLES AND SCHEDULE

### Task 1: Project Management

The purpose of this task is to provide the foundational project management tools necessary for successful development of the Updated TSP, allowing County project management staff to remain apprised of the process, aware of key decisions and trade-offs, and focus the overall work efforts on priority issues within the designated time and budget.

#### 1.1 Committee Roster

Crook County will establish and prepare Committee Rosters for a Project Advisory Committee (PAC). The primary role of the PAC will be to ensure that the TSP Update efforts are coordinated with surrounding transportation service providers and adjacent work efforts, comply with technical specifications and standards, and provide the necessary coordination required by the Transportation Planning Rule; ensure that area stakeholders and interests are represented within this process, and that Crook County residents and their representatives are able to steer the plan outcomes based on decisions that are informed by the technical work.

With the County Planning Director's discretion, the PAC will be representative of the following providers, agencies, and interests:

- Crook County Public Works Director
- City of Prineville Public works/Engineering representative(s)
- City of Prineville Planning representative(s)
- Deschutes County Transportation Planning/Engineering representative
- Public safety (Crook County Sheriff and Crook County Fire and Rescue)
- Representative from Crook County Health Department
- Representative from Central Oregon Intergovernmental Council (Cascades East Transit)
- Oregon Department of Land Conservation and Development - Regional Representative
- ODOT Regional planner (to include transit, district roadway, access, and other departments as coordinated through the ODOT representative)
- Local freight industry
- Local businesses (Chamber of Commerce, Economic Development of Central Oregon, others)
- Prineville Airport
- Crook County School District
- Crook County Parks and Recreation District
- Agricultural Community Representative
- Bicycle and pedestrian Representative
- Older adults Representative

Other members may be invited to participate in individual meetings or throughout the TSP Update as necessary at the discretion of the County Project Manager.

The PAC will be open to the public, and others may be invited to participate in individual meetings or as representatives of specific interests. Consultant shall collaborate with County to finalize the committee roster.

### **1.2 Kickoff Meeting**

Consultant shall facilitate a Kickoff Meeting (online) to review project objectives, processes and timelines. Consultant shall schedule the Kickoff Meeting within 2 weeks of the Notice to Proceed (“NTP”). Consultant shall provide an agenda to attendees at least 2 business days prior to the Kickoff Meeting Conference Call and provide a meeting summary to attendees no later than 1 week following the Kickoff Meeting.

### **1.3 Check-in Calls**

Consultant shall arrange up to 16, one-hour online meetings with the County Project Manager both scheduled and as required to address specific issues. Dates and times of scheduled teleconferences will be determined at the Kickoff Meeting Conference Call. Consultant shall develop an agenda for each teleconference and shall disseminate the agenda to the County Project Manager no later than the evening prior to the teleconference. Consultant shall develop a teleconference summary and distribute to attendees no later than 2 business days following each teleconference.

### **1.4 Project Website**

County will develop the Project website, with Crook County providing links within its website to the page and updating the website periodically. The Consultant shall provide initial website content, as well as meeting notices and schedule, draft and final technical memorandum, maps and design concepts in coordination with the County to populate the website. Project website updates must occur monthly or more frequently as new materials become available.

### **1.5 Refined Project Schedule**

Consultant shall prepare a refined Project schedule and deliver it to the County Project Manager within 2 weeks after the Kickoff Meeting Conference Call. Refined schedule must ensure reasonable timelines for County staff to provide data necessary to Consultant to complete their reviews. Refined Project Schedule must show the initial PAC meetings and identify dates for up to 4 PAC meetings. Consultant shall update the Refined Project schedule up to two times during the project.

### **1.6 Progress Report and Invoicing**

Consultant shall submit monthly invoices and progress report for the duration of the project (12 invoices total). The progress report must include general updates on each of the active tasks, expenditures and remaining budget, and information/forecasting of deliverables and next steps of sufficient detail to allow County staff to remain apprised of the project status. This task includes coordination time with subconsultants to review and process their invoices as well.

## **Task 2: Public Involvement and Outreach**

**Objective:** Develop a Public Involvement Plan, distribute Project information to citizens, solicit input, seek out and facilitate the involvement of those potentially affected, including federal Title VI communities.

### **2.1 PAC Meetings**

Consultant shall conduct PAC Meetings as scheduled by the County. Consultant shall develop presentation materials and submit to County Project Manager two weeks prior to each meeting and final materials submitted 3 business days before each meeting. The PAC meetings must be held up to 4 times each throughout the Project, as determined by County Project Manager. Meetings are expected to last up to 2 hours. All meetings will be hosted both in-person and virtually unless otherwise determined by the County project manager. Up to two consultant staff shall attend each meeting; it is assumed that two consultant staff will be in person at all four meetings and one consultant staff attending by phone (3 total).

## **2.2 Project Flyers**

Consultant shall prepare 2 information sheets to identify work performed to date, work to be done, upcoming meetings, public website links, and points of contact in advance of the Public Workshops. The information sheets must be a single-page (or two-page double-sided), color information sheet provided to the County for distribution to key stakeholders and partnership agencies. County shall send a notice and link to the Project website to County residents through available notification means.

## **2.3 Public Project Presentations**

The County shall schedule and the Consultant shall conduct Public Project Presentations summarizing key Project elements and alternatives for each of the major discussion topics:

- OR 126 Safety and Mobility
- Juniper Canyon Emergency Routes and Resiliency
- General TSP Update

Consultant shall prepare presentations, present materials, and be prepared to answer questions. Presentations must be held on a weekday evening and must offer the opportunity for community members to bring their children. County shall identify locations that are sufficient to meet the needs of the community with adequate ADA access. Meetings may require online access.

## **2.4 Public Involvement Plan**

Consultant shall develop a Public Involvement Plan that outlines the timing and methods to be used for public involvement over the life of the Project. Consultant must log all comments received from the public to include the submitter's name and contact information (if provided). The Public Involvement Plan will identify Title VI and Environmental Justice populations located in the study areas and address how the plan process will ensure these groups are represented in the process.

### **Task 3: Plans and Policy Review**

**Objective:** Assess existing plans, policies, standards, rules, regulations, and other applicable documents as they pertain to development of an updated TSP and key TSP Update issues. This task will leverage the literature review conducted as part of the City of Prineville's TSP with specific emphasis on County infrastructure, funding, and needs.

## **3.1 Background Documents**

The following documents/information will be included within the literature review, with a summary of key elements that pertain to this planning effort. Review of standard reference materials will include discussion of the relevance these plans have on Crook County's transportation planning.

Highly relevant plans:

- Adopted Crook County TSP, with specific emphasis on the priority projects and needs identified within the current plan
- Crook County (and City of Prineville) Zoning/Comprehensive Plan
- Deschutes County Zoning/Comprehensive Plan
- OR 126 Highway Plan (detailed review of the prior land use assumptions and comparison of travel projections to current volumes)
- City of Prineville TSP (2013) and Priorities for TSP Update
- Deschutes County TSP Update (2023)
- City of Prineville Road Standards
- Prineville Airport Master Plan
- County's current and historical budget for transportation maintenance and improvements
- Cascades East Transit Regional Transportation Plan
- Central Oregon Large Lot Industrial Land Needs Analysis
- Crook County school expansion plans, improvement bond priorities, and Safe Routes to School Plans
- Blueprint for Highway Design

Broader statewide policies/standards:

- OAR chapter 734 division 051 (ODOT – Highway Division – Highway Approaches, Access Control, Spacing Standards and Medians)
- Oregon Highway Plan (as amended)
- Oregon Public Transportation Plan
- Oregon Rail Plan
- Oregon Bicycle/Pedestrian Plan
- Statewide Planning Goals (including TPR amendments adopted in December 2011)
- Statewide Transportation Improvement Program
- ODOT Highway Design Manual

### **3.2 Draft Technical Memorandum #3: Plans, Policy, Trends, and Funding Review**

Consultant shall update the technical memorandum prepared for the Prineville TSP to include relevant documents from 4.1 that were not already reviewed. Draft TM #3 is intended to guide later decisions regarding selection of preferred alternatives and necessary amendments to pertinent document and regulations. Draft TM #3 must review and summarize the applicability of the background documents identified in Task 3.1 to the Updated TSP and particularly toward the key transportation issues. Consultant shall provide discussion on current economic, land use, housing, and related trends that influence transportation planning as part of this memo.

Consultant shall submit draft TM #3 to the County Project Manager for initial review and distribution. County Project Manager will provide comment set back to the consultant team for review, integration, and preparation of a Final TM #3.

### **3.3 Draft and Final Technical Memorandum #4: Goals, Objectives, Evaluation Criteria**



Consultant shall review the 2018 TSP goals, objectives, and evaluation criteria. Consultant shall prepare revised goals and objectives, as well as a new set of succinct evaluation criteria that will be used to evaluate new projects and programs. Revisions to the 2018 goals and objectives will be presented in underline and ~~strikeout~~ to indicate proposed changes. Goals, objectives, and evaluation criteria serve as the basis for the needs analysis, policy and ordinance development, and Project selection.

Consultant shall submit draft TM #4 to County Project Manager for initial review and distribution. County Project Manager will provide comment set back to the consultant team for review, integration, and preparation of a Final TM #4.

#### Task 4: Transportation System Inventory and Needs Analysis

**Objective:** Update baseline information in the 2017 TSP to reflect the current County transportation system safety and operational characteristics; identify opportunities, deficiencies, with an analytical approach tailored to define the key issues within Crook County.

##### **4.1 Methodology Memorandum**

County staff shall convene a meeting with ODOT TPAU and R4 Traffic to discuss the project prior to drafting the methodology memo.

Consultant shall then prepare and submit a Methodology Memorandum for existing conditions, future conditions, alternative analysis to the County and TPAU. This memorandum shall include a proposed analysis scope for the operations and safety review, identifying key locations along primary travel corridors (OR 126, US 26, OR 370, OR 380, Houston Lake Road, Powell Butte Highway, etc.) that will be assessed in more detail. It is assumed that this will include operations analysis of up to 12 critical intersections and assessment of up to 12 roadway segments.

Consultant shall obtain approval of the methodology from Crook County, ODOT TPAU and the Region 4 Traffic Section prior to beginning the analysis. The Methodology Memorandum must be attached to draft TM #3 as an Appendix.

##### **4.2 Draft Technical Memorandum #3: Transportation System Inventory and Needs Analysis**

Consultant shall prepare draft TM #3, updating the inventory memo included in the original 2018 TSP as needed. Consultant shall develop an annotated outline of TM#3 that describes the elements to be included and updated, and seek County review approval of the outline prior to continuing work. Since the 2017 TSP already reflects much of the required information within the TPR, this inventory is intended to focus on the key County issues.

###### **4.2.1. Update 2017 System Inventories**

Consultant shall update/validate the 2017 TSP inventory of the existing transportation system within the Project Area with an emphasis on the key issues. Updated inventories must be presented in tabular format or maps, with a simple and concise accompanying narrative. Coordination between Consultant and County is vital to ensure a comprehensive inventory. The Consultant shall gather data only where specifically stated.

Inventory must include the following elements, as available:

#### **A. Lands and Population Inventory**

Consultant shall review the population and employment projections used within the prior TSP Update. As the prior analysis assumed a generalized growth rate and only studied a limited portion of the OR 126 corridor, this update will be coordinated with the City of Prineville's TSP update and travel demand model development, calibrated for the level of resort and regional growth determined through the advisory committee process. The inventory will be based on data assembled by County that may include:

1. in-process, developed, undeveloped, under-developed, and undevelopable lands
2. zoning, both current and planned
3. natural resources and environmental barriers
4. Major activity centers and attractions (recreational areas, destination resorts, etc.)
5. location of minority and transportation-disadvantaged populations (based on available Census data)
6. historic and projected population growth patterns

#### **B. Traffic Volumes**

Consultant shall conduct data collection efforts throughout the study area, to capture current traffic volumes throughout the Project area. These should be scheduled to capture key issues, such as school conditions within the Powell Butte community, or summer recreation within the Juniper Canyon area. The scheduling of the data collection efforts should be coordinated with the County Project Manager. Traffic counts collected for this project effort are expected to include a combination of turning movement counts (which will typically assess 2:00 to 6:00 p.m. conditions to capture area schools, destination resort trips, and construction traffic), but may also include 24-hour counts or morning counts as appropriate. Consultant shall collect PM peak 4-hour counts (2-6 PM, 15 minute intervals) at up to 12 intersections and 24 hour counts at up to 12 segment locations.

Traffic count locations and time periods will be identified by the consultant team as part of the Methodology Memorandum.

#### **C. Road System Inventory**

Consultant shall update the 2017 inventory of existing road system characteristics in the County as necessary and based on changes since the prior TSP to establish a baseline for comparison with future needs. The inventory must be based on GIS data, as available, provided by ODOT and County. Road system inventory will include:

1. facility functional classifications for State Highways and County streets
2. jurisdictional responsibility for state and County streets
3. state highway log data
4. geometry for Project Area intersections (Consultant shall assemble)
5. number and width of study intersection lanes (Consultant shall assemble)
6. Traffic control locations (Consultant shall assemble based on County and ODOT input)
7. posted speed limits
8. pavement types and conditions
9. street locations on the County system
10. park and ride locations

11. right of way widths
12. Intelligent Transportation System facilities
13. intermodal connections and facilities
14. national, state, regional, and local freight and motor carrier routes
15. national highway system facilities

The County shall inventory public bridge/culverts and provide Consultant with a brief summary of conditions using the ODOT Bridge Management System per Task 4.2.2. (E). H

#### **D. Public Transportation Inventory**

Consultant shall update the 2017 inventory of public transportation options based on current work efforts in collaboration with Cascades East Transit related to regional transit service, planned system improvements, and available connections to transit. Information within this inventory should include the following:

1. The routes and circulation
2. Location of bus stops, shelters and stations
3. Frequency and span of service
4. Ridership levels by route and stops
5. Connectivity with other transit facilities
6. Paratransit demand, accessibility, and community need

The inventory and public transit must be coordinated with the City of Prineville and Cascades East Transit to identify future regional transit plans being prepared for the County, and how these are integrated with regional transit service.

#### **E. Rail Inventory**

The Consultant shall update the rail system inventory based on information available, including:

1. type of service (passenger or freight)
2. owner/operator of rail line
3. location of rail lines and terminals
4. proximity to the highway
5. classification of the lines
6. number of trains/schedule
7. industries served and commodities handled
8. track conditions
9. train speeds
10. map of railroad crossings and describe associated problems (condition, sight distance, bicycle and pedestrian facilities)
11. road impact if service is discontinued
12. potential for rail banking, trail use, or public use

#### **F. Bicycle/Pedestrian Inventory**

As discussed and determined following consultation with County project manager, consultant shall update the inventory bicycle and pedestrian system characteristics to provide a comprehensive portrait of multi-modal infrastructure and overall interconnectedness between

these modes. The inventory must be based on data provided by the County and ODOT in GIS format, including:

1. Review of recreational attractions and pedestrian and bicycle generators within the County;
2. bicycle facility types, including trails, locations, geometry, conditions, and use and potential for connecting with bicycle facilities identified in the City of Prineville's draft TSP;
3. pedestrian facility types, locations, geometry, and use and potential for connecting with pedestrian facilities identified in the County's TSP;
4. consistency of facilities with state/regional standards
5. commute/recreational use of bicycle facilities
6. commute/recreational use of pedestrian facilities
7. location/trip characteristics of major bicycle/pedestrian generators

#### **G. Air Transportation Inventory**

The Consultant shall summarize existing data and update the data to reflect changes in the Air transportation system, as available, to include:

1. airport location and use
2. airport imagery surfaces
3. airport protected surface area
4. runway length/condition
5. surrounding land uses/zoning
6. types of service

It is assumed that most of this information will be provided as part of the City TSP preparation.

#### **H. Freight Inventory**

The County shall provide Consultant current freight demand data, including:

1. Freight demand volumes along ODOT and County facilities
2. Freight delivery data
3. Identified freight routes
4. Oversized load permits

### **4.2.2. Existing System Conditions Analysis**

Consultant shall analyze current conditions and identify deficiencies of the transportation system based on policies, standards, goals and objectives developed previously. Analysis must be of facilities identified in Task 5.2.1.B (and the methodology memorandum) and must include:

#### **A. Intersection Operations Analysis**

Consultant shall perform traffic analysis of the County's transportation system and identify existing deficiencies. Consultant shall collect traffic counts at study intersections and segments as determined collaboratively with the PMT.

Operational analysis must include:

1. Volume-to-Capacity ratio
2. Level-of-service
3. Delay
4. 95<sup>th</sup> percentile queuing (not simulation-based)
5. Turning Movements

Analysis of existing systems must be performed consistent with the approved Methodology Memorandum. All analyses must focus on the weekday evening commute period conditions unless otherwise discussed and agreed with the County and County Project Manager. Consultant shall perform analysis at up to twelve key intersections/roadways in the County.

#### **B. Two-lane Highway Capacity Analysis**

Consultant shall perform two-lane highway capacity analysis where tube count data is collected on up to 12 roadway segments, using Highway Capacity Manual 6<sup>th</sup> Edition methodologies or information from the October 2017 *Simplified Highway Capacity Calculation Method for the Highway Performance Monitoring System*, published by the FHWA. The analysis is intended to highlight the sufficiency of current roadway sections to support travel demands.

#### **C. Active Transportation Analysis and Multimodal Opportunity GIS Maps and Memorandum**

Based on the literature review findings and project goals/objectives, consultant shall prepare a discussion of the multimodal plans within the 2017 TSP and whether updates are required. It is assumed that much of the prior TSP will be carried forward within this update, with modifications to link with the City of Prineville's ongoing TSP update and other plan/policy changes.

#### **D. Crash Analysis / Transportation Safety Action Plan**

Consultant shall obtain the most recent crash data available including data from at least five years from ODOT's Crash Analysis & Reporting Unit for all of Crook County. Consultant shall assemble an inventory and identify County-wide crash patterns (school zone, alcohol-involved, weather, surface, light conditions) in the history of collisions on the transportation system among all users (e.g., vehicles, pedestrians, bicyclists). GIS-based maps, supplemented with graphs, charts, or other illustrative data (as appropriate to convey findings) will be prepared by the consultant to highlight key safety issues.

1. Location
2. Crash type and characteristics
3. Severity (property damage, injury, or fatality)
4. Summary review of pedestrian/bicycle and fatal crashes

Following the Countywide crash analysis, consultant will prepare more focused safety assessments on key corridors. This includes the following:

- OR 126 (Prineville City limits to Deschutes County)
- Powell Butte Highway (OR 126 to Deschutes County)
- US 26 (Jefferson County to City of Prineville)
- OR 370 (Deschutes County to City of Prineville)

- OR 380 (City of Prineville to Paulina)

These crash reviews will provide general corridor information, crash rates by milepost, and generally be prepared to highlight higher-priority corridors and segments of corridors within the County, and the types of collisions being experienced within these higher-priority sections. Crash rates within these segments will be compared to Table II within the Statewide Crash Rate Book identify study segments with more crashes than other similar facilities in Oregon.

Consultant shall use the Highway Safety Manual Part B Critical Crash Rate and Excess Proportion of a Specific Crash Type screening methods to identify any safety focus “hotspot” intersections. Intersections with crash rates that exceed the critical crash rate, the 90<sup>th</sup> percentile crash rate, or have a positive excess proportion (excluding anomalous locations with low crash incidence), must have crash patterns identified and, when applicable, counter measures documents. Summary crash data, including crash rates must be documented. Similar countermeasures shall be identified for corridors.

#### **E. Bridge Conditions Analysis**

The County will provide a generalized summary analysis of publicly-owned bridge conditions (or significant culverts) using the ODOT Bridge Management System or other information available from Crook County. This is intended to integrate prior bridge analyses, conditions assessments, and current inventory to provide a prioritized list of bridge/culvert maintenance or improvement needs, particularly if they impact critical corridors or freight weight or dimensional capacity. The summary should include figures highlighting priority areas, improvement costs, and weight, height, or width restrictions.

### **4.2.3 Future Systems Conditions**

Consultant shall prepare the future systems conditions analysis, an assessment of land use and transportation future conditions in the Project Area under a 2045 “no-build” scenario. In preparing “no-build” scenario, Consultant shall rely only on planned transportation improvements that have an identified and committed funding source (e.g., are in the Statewide Transportation Improvement Program).

The future systems conditions must include the following elements:

#### **A. Population and Employment Forecasts**

Consistent with OAR 660-012-0030, Consultant shall compile current population figures and work with the County and appropriate State agencies on developing future population and employment estimates for 20 years (2045). Forecasts must be consistent with a final population forecast issued under OAR Chapter 660, Division 32. The forecasts should specifically consider the potential impact of destination resorts, data centers, and other significant projects to help understand typical and seasonal impacts.

#### **B. Future Transportation Volume Development**

Consultant shall develop 20-year growth factors based on the Prineville Travel Model and/or historic traffic volumes as relevant. For state highways, the Future Volume Tables available on

TPAU's website must be reviewed and compared to the travel demand models, and the model shall be coordinated with the Bend-Redmond (Deschutes County) model at the western boundaries. Consultant shall calculate the annual traffic growth factors that must be used for collector and arterial roadways segments. Consultant shall confirm the growth factors with the County and ODOT prior to conducting future conditions analysis.

Traffic growth projections should specifically review assumed growth within the Juniper Canyon area, with a specific focus on increasing population/employment and seasonal fluctuations. This information will be used to help inform resiliency discussions related to this area.

County shall convene up to two meetings with ODOT to discuss development of future traffic volumes. Up to two Consultant staff shall attend.

#### **C. No-Build Scenario**

Consultant shall analyze future conditions under a no-build scenario for automobile transportation. Analysis must include intersection and highway segment capacity analysis for facilities identified in Task 5.2.1.B. Consultant shall use traffic analysis software programs that follow Highway Capacity Manual 6<sup>th</sup> Edition procedures and must be consistent with ODOT's Analysis Procedure Manual for State facilities.

#### **D. Future Deficiencies**

Consultant shall identify projected future transportation system deficiencies. Deficiencies must include both the failure to meet measurable standards identified in TM #1, and the failure to satisfy the goals, objectives, and evaluation criteria identified in TM #2. This should include documentation of segment and intersection deficiencies.

Consultant shall clearly describe the deficiency and whether the deficiency occurs under existing or future conditions.

Consultant shall submit draft TM #3 to the County, TPAU and County Project Manager. The County shall provide one set of consolidated comments from each agency to the Consultant, which must be integrated prior to distribution to the Technical Advisory Committee for additional discussion and comments.

### **4.3 Final Technical Memorandum #3: Transportation System Inventory and Needs Analysis**

Consultant shall revise the draft TM #3 according to comments from the Technical Advisory Committee (as well as those received from the review agencies).

## **TASK 5: DEVELOPMENT AND ANALYSIS OF SOLUTIONS**

**Objectives:** To develop potential solutions to the deficiencies and needs identified previously and to develop dependable information upon which the County may make future transportation decisions.

### **5.1 Draft Technical Memorandum #4: Solutions Analysis and Funding Program**

Consultant shall prepare draft TM #4 identifying a package of solutions that address the identified deficiencies and needs. Solutions must address the standards, goals and objectives identified in previous

TMs. This should be organized to highlight system level needs (such as additional major street connections or alignments) as well as point improvement needs, and should incorporate multimodal and safety elements from the preceding sections. Consultant shall convene a workshop with the PMT to kickoff this task. The workshop will be used to brainstorm solutions and focus the work of Task 6.1.

Consultant shall provide an evaluation matrix for the solutions, utilizing the evaluation criteria identified in TM #2. Consultant shall use traffic analysis software programs which follow Highway Capacity Manual 6<sup>th</sup> Edition procedures and must be consistent with ODOT's Analysis Procedure Manual.

Consultant shall estimate conceptual construction costs for projects and programs considered as part of the Solutions Analysis. Cost estimates must be planning-level cost estimates, based on current dollars, and referenced to appropriate escalation factors.

Consultant shall include the following elements, as applicable, in Draft TM #4. In all cases, prior solutions developed that are still relevant will be carried forward from the prior TSP; these projects will not be evaluated further unless needed.

#### **A. Identification of Auto-Related Solutions**

Consultant shall prepare proposed solution options for automotive system issues identified in TM #3. Consultant shall make a list of recommended changes to street classifications, with supporting rationale. This portion of the report should be prepared to specifically address the following key issues:

- Resiliency options for Juniper Canyon (dimensional, loading, alternative routes)
- Capacity and safety improvements along OR 126

#### **B. Access Management Standards**

Consultant shall recommend future access management standards, identify areas that are critical for improving access management, as well as recommend measures to modify current access points based on the updated OAR Chapter 734, Division 51 and County access goals and ordinances. This should also provide recommendations on access permitting policy considerations, as applicable.

#### **C. Freight Infrastructure to Support Industrial Development**

Consultant shall recommend freight route improvements (including rail) to serve expected freight demand. This may include the identification of local freight routes and County freight route co-standards that are coordinated with the City of Prineville. Recommendations to enhance the rail service will require direction and coordination with rail service providers.

#### **D. Transportation System Management and Operations ("TSMO")**

Consultant shall recommend policies and projects to improve transportation system management and operations ("TSMO") within the County. Policies must address events relevant to rural roadway networks, such as work zones, traffic incidents, events, and traveler information. Evaluation of TSMO projects and policies must include strategies outlined in ODOT Analysis Procedures Manual Chapter 18: Transportation System Management & Operations, including, but not limited to incident management, access management, road weather operations, Intelligent Transportation System ("ITS") (Variable Message Signs("VMS"), Variable Speed Limits ("VSL"), connected vehicle applications, traveler information). Evaluation and recommendation of TSMO projects must include



description and recommendations of necessary supporting infrastructure and data (vehicle volume, speeds, travel time reduction measures, communication systems, etc.).

#### **E. Bicycle and Pedestrian Connectivity**

Consultant shall recommend safety, comfort, and connectivity improvements to the County's existing bicycle and pedestrian routes, particularly as these connect to the City of Prineville network or State-wide (e.g. Oregon Scenic Bikeways) bicycle and pedestrian infrastructure and recreational (e.g. mountain bike, trail running) trails. Consultant shall recommend future bicycle and pedestrian route extensions into and beyond the Project Area to secure a navigable transportation system and provide the ability to reach desired goods, services, activities and destinations.

Consultant shall incorporate the existing multi-use trails system and park trail system plans into the planned system and provide recommendations to improve connectivity to the existing Multi-Use Trails system and identify potential future connectivity to multi-use trail system locations within the Project Area.

#### **F. Transit**

Consultant shall incorporate transit routes and projects identified within the Cascades East Transit Regional Master Plan and additional projects identified through the Solutions analysis. Coordination with CET will be required to incorporate regional park-and-ride plans, mobility hubs, and provide recommendations on future regional service needs.

#### **G. Improvements near Schools**

Consultant shall note where identified improvements are near schools and where more detailed Safe Routes to Schools plans must be developed. A critical area of concern is the area surrounding Powell Butte. Within this area, field review will be required during school arrival/dismissal periods, as well as discussions with school leadership, County staff, and ODOT to identify strategies (internal circulation, parking, loading, crossings, etc.) that can enhance safety and highway mobility during critical school periods. This task will include review of preliminary school circulation plans, incorporating findings related to this area and the overall needs of the OR 126/Williams intersection.

#### **H. Underserved Populations**

Consultant shall identify potential underserved populations and identify provisions relating to public transit, multi-modal transportation and other potential opportunities to enhance service. It is anticipated that this analysis will rely on the County as well as information from the City of Prineville Coordinated Human Services Transportation Plan and other projects, programs, or policies identified through this or the City's TSP update.

#### **I. Funding Programs**

Consultant shall review the prior list of funding options developed for the 2018 TSP and updated the list with any new funding sources not considered. Funding options section must include a summary of historic and existing County transportation funding sources (as summarized in TM #3) and obtain projected transportation funding/revenue from the County. Funding options must include all funding sources available to the County in a matrix form, and a brief narrative explaining each option, how

the funding impacts current or future residents (who pays), and how this funding is equitable with transportation costs and impacts.

## **5.2 Final Technical Memorandum #4**

Consultant shall revise draft TM #4, incorporating comments from the County and County Project Manager, and submit Final TM #4 to County and County Project Manager.

## **TASK 6: IDENTIFICATION OF PREFERRED AND COST-CONSTRAINED SOLUTIONS**

**Objective:** To identify preferred and cost-constrained solutions.

### **6.1 Draft Technical Memorandum #5: Preferred Plan**

Consultant shall prepare draft TM #5, identifying preferred and cost-constrained solutions. Draft TM #5 must include the following elements:

#### **A. Selection of Preferred Solutions**

Consistent with Step 5 of *Transportation System Planning Guidelines 2018*, Consultant shall identify a preferred solution for each deficiency or need and, if different, a cost-constrained solution taking into account, the Future Transportation Funding Plan (Task 6.1(B)) for each deficiency or need.

Identification of Solutions must include, in addition to those elements required by the TPR, the following elements:

- A prioritized list of projects for walking, bicycling, transit, freight, and motorized vehicles. Projects that serve underserved communities should be specifically identified.
- The revenue source(s) likely to be available for each project.
- Projects necessary to reduce transportation barriers to key development and redevelopment.
- Access Management Standards for US 26, OR 126, OR 370, and OR 380 and other County roads.
- Identification of improvements near schools and where “Safe Routes to Schools” plans should be developed.
- Review of local functional classifications and recommendations for updated functional classification plan and street standards for County roadways; functional classifications will be accompanied by proposed cross-sectional standards.
- Planning-level cost estimates referenced to an appropriate escalation factor for updates.
- Determination of whether the project is included in the financially constrained list of projects or should be classified as aspirational.

#### **B. Future Transportation Funding Plan**

Consultant shall prepare a future transportation funding plan based on the current and historic transportation funding information in TM #3 and consistent with Step 6 of *Transportation System Planning Guidelines 2018*.

#### **C. Transportation System Management and Operations**

Consultant shall recommend policies and projects to improve TSMO within the County. Evaluation of TSMO projects and policies must include strategies outlined in ODOT APM Chapter 18: Transportation Systems Management & Operations. Evaluation and recommendation of TSMO projects must include description and recommendations of necessary supporting infrastructure and data (vehicle volume, speeds, TTR measures, communication systems, etc.).

Consultant shall submit draft TM #5 to the County. The County shall submit one set of consolidated, non-conflicting comments to Consultant. The County Project Manager will submit one set of consolidated non-conflicting comments to Consultant.

#### **D. Transportation Safety Action Plan**

Consultant shall identify and prioritize improvements and policies focused on addressing identified safety needs, specifically, systemic measures that could be implemented County-wide. As available, systemic approaches must include planning level cost estimates.

### **6.2 Final TM #5**

Consultant shall revise draft TM #5, incorporating comments from the County, and shall submit Final TM #5.

## **TASK 7 DRAFT UPDATED TSP**

**Objective:** To prepare a draft Updated TSP, Implementing Ordinances and Findings for consideration by County staff and County officials.

### **7.1 Draft Updated TSP**

Consultant shall prepare a draft Updated TSP incorporating TMs #1 – #5. The Draft Updated TSP will use the 2018 TSP as a starting point.

Draft Updated TSP must include:

1. Maps showing each updated future network: motor vehicle, bicycle, pedestrian, street, transit, freight, and non-automobile transportation; along with a comprehensive map showing all networks.
2. Prioritized list of multi-modal projects.
3. Project summary prospectus sheets, including project costs, location map, and cross-section (as applicable)

Draft Updated TSP must summarize key findings of TMs #1-5 within the body of the TSP and supporting technical work in the appendix. The document must be organized as follows\:

1. Transportation System Summary (update to County's Comprehensive Plan)
  - Overview of key projects and programs.
2. Transportation Goals, Plans, and Policies
  - Summary of Plans and Policy Review, Goals and Objectives, and recommended policy outcomes.
3. Existing Conditions

- High level overview of existing conditions summary. More detailed analysis must be included in the appendix.
- 4. Future Conditions
  - High level overview of future conditions analysis, including future year growth scenario for the County and identified transportation needs. More detailed analysis must be included in the appendix.
- 5. Pedestrian Plan
  - Summary of identified and prioritized pedestrian focused infrastructure improvements and policies. Projects must include planning level cost estimates.
- 6. Bicycle Plan
  - Summary of identified and prioritized bicycle focused infrastructure improvements and policies. Projects must include planning level cost estimates.
- 7. Transit Plan
  - Summary of identified and prioritized transit focused infrastructure improvements and policies. Projects must include planning level cost estimates.
- 8. Motor Vehicle Plan (including Transportation System Management, and Truck/Freight Plan)
  - Summary of identified and prioritized motor vehicle focused infrastructure improvements and policies, including an identified local freight route system. Projects must include planning level cost estimates.
- 9. Safety Plan (including school safety, corridor safety, and intersection safety needs and recommendations).
  - Summary of recommended TSMO policies and projects
- 10. Funding/Implementation
  - Documentation of historical and projected transportation funding for the County.
- 11. Plan Implementation Recommendations for ordinance amendments.
- 12. Project cut-sheets for high-priority projects that summarize key project information.

Consultant shall submit draft Updated TSP to the County Project Manager in PDF and Word format. The County shall submit one set of consolidated, non-conflicting comments to Consultant for incorporation.

## **7.2 Work Session with Crook County Commissioners**

County shall arrange and conduct a work session with the County Commissioners to review key outcomes of the TSP update and solicit feedback. Consultant shall attend the work session and will prepare work session presentation materials.

## **7.3 Adoption Draft Updated TSP**

Consultant shall revise draft Updated TSP incorporating comments from County. Consultant shall submit Adoption Draft Updated TSP to County. All materials will be submitted electronically in Microsoft Word (editable without figures and appendices) and PDF (with figures and appendices) format.

## **TASK 8: ADOPTION**

**Objective:** To adopt Updated TSP

### **8.1 County Commission Hearing**

County shall arrange and conduct up to two County Commission Hearings for presentation of Adoption Draft Updated TSP,. Consultant shall attend hearings to present documents and answer questions. Hearing must provide an opportunity for the public to comment. The County shall provide a public notice through publication in the local newspaper.

## **8.2 Final Updated TSP**

Consultant shall revise Final Updated TSP to reflect Commission actions. Digital copies must be provided in .pdf and the native, modifiable file format.

Consultant shall prepare a web-ready version of the Final Updated TSP, which must include the following:

- Links to individual TSP chapters and sub-sections
- Interactive maps showing proposed Projects, with links from the map “hot spots” to individual Project prospectus sheets.

## **CONTINGENCY TASKS**

### **C1. Development Code Amendments**

If authorized, the County and Consultant will prepare a list of amendments to the County’s Development Code that implement the goals and policies identified in Task 3 and comply with OAR 660-012-0045. Specific sections shall include, but are not limited to, policies related to destination resorts, traffic study requirements, access management, and safety. The County shall provide this list of amendments to Consultant for review and suggestions.

Consultant shall submit draft TM #C1 to the County. The County shall submit consolidated, non-conflicting comments to Consultant and a final draft produced.

### **C2. Implementing Ordinances and Draft Findings**

Consultant shall prepare draft Implementing Ordinances for implementing the draft Updated TSP and its policies.

Consultant shall prepare draft Findings necessary for adoption of draft Updated TSP by the County.

Consultant shall submit draft Implementing Ordinances and draft Findings to the County. The County shall submit 1 set of consolidated, non-conflicting comments to Consultant. Consultant shall prepare up to two rounds of revisions.

### **C3. Additional Engagement**

Consultant shall prepare for and conduct one additional engagement activity as directed by the County. This may include an in-person open house or event, an online open house, tabling at locations in the County, or other activity as determined with the County. It is assumed that the Consultant will prepare materials and up to two Consultant staff will attend the engagement event in-person.

#### **C4. Additional Analysis**

Consultant shall conduct additional analysis, which may include additional traffic, safety, multimodal, or other analysis on a specific geography/location as directed by the County. The analysis will either be included in a technical memorandum already described in this scope, or will be produced as a stand-alone technical memorandum.



## AGENDA ITEM REQUEST

**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/



## 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.

**Deadlines:** To appear at a Work Session your request and all documentation must be submitted the Thursday before by 5:00 pm. To appear at a Regular County Court Meeting your request and all documentation must be submitted the Wednesday before by 9:00 am.

Please return this form to Crook County Administration Office via  
Email: [amy.albert@co.crook.or.us](mailto:amy.albert@co.crook.or.us) or Mail: 300 NE 3<sup>rd</sup> St., Prineville OR 97754

Your name: \_\_\_\_\_ Date of Request: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address (optional): \_\_\_\_\_

1. What is the date of the Court meeting you would like to appear at? \_\_\_\_\_
2. Describe the matter to be placed before the Court: \_\_\_\_\_  
\_\_\_\_\_
3. What action are you requesting that the Court take? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. What is the cost involved with your request, if applicable? \_\_\_\_\_  
\_\_\_\_\_
5. Have you asked the County for a fee waiver before? If yes, when? \_\_\_\_\_
6. Please estimate the time required for your presentation.  
☐ 5 minutes      ☐ 10 minutes      ☐ 15 minutes      ☐ other \_\_\_\_\_ minutes
7. 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.)**
8. If you have a physical disability and require an accommodation, please specify your need:  
\_\_\_\_\_

### Administrative Section

Date Received: \_\_\_\_\_

Date Reviewed by Court: \_\_\_\_\_

FY Budget: \_\_\_\_\_

County Court: Approved/Denied





## AGENDA ITEM REQUEST

**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

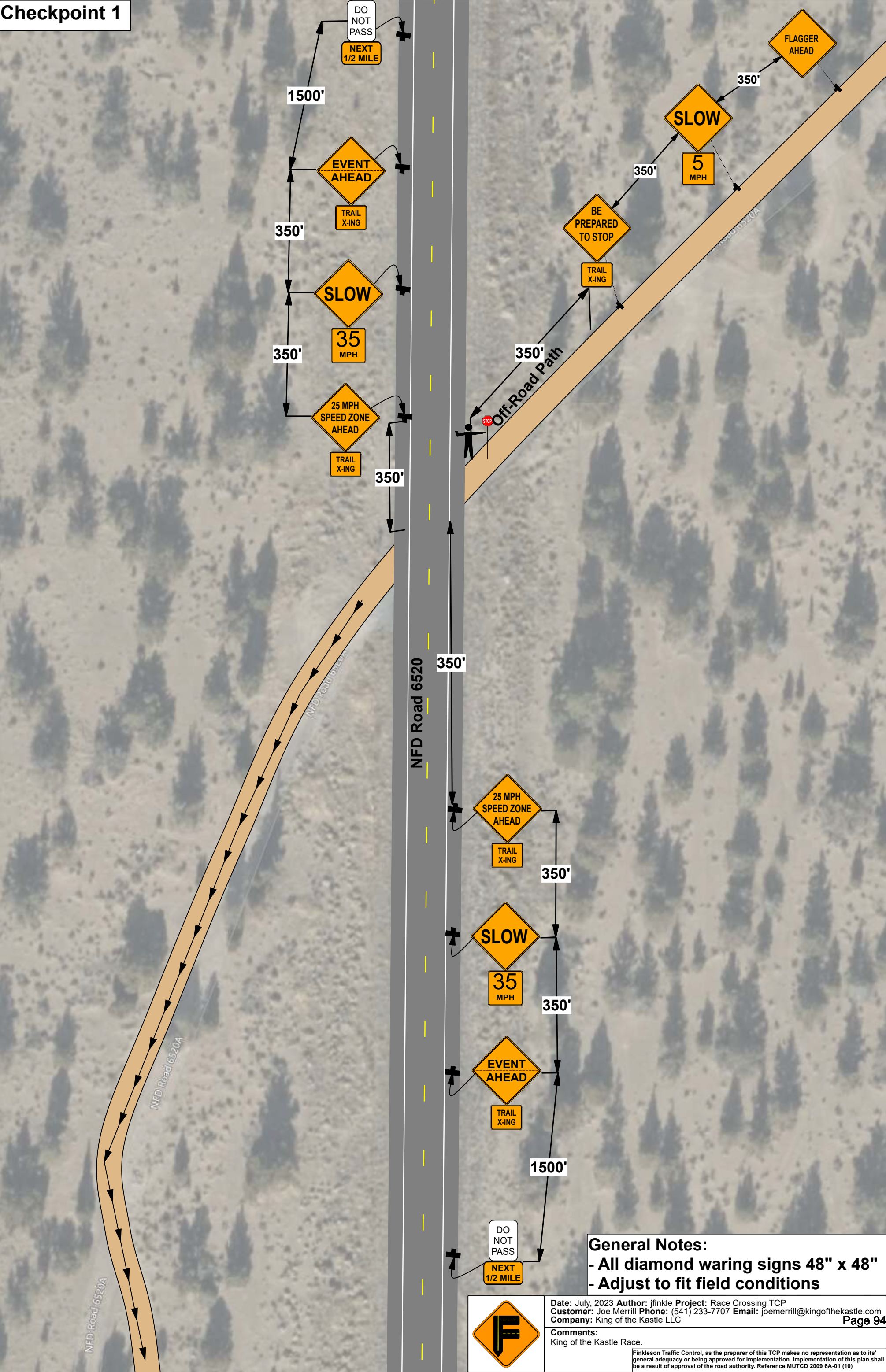
**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/

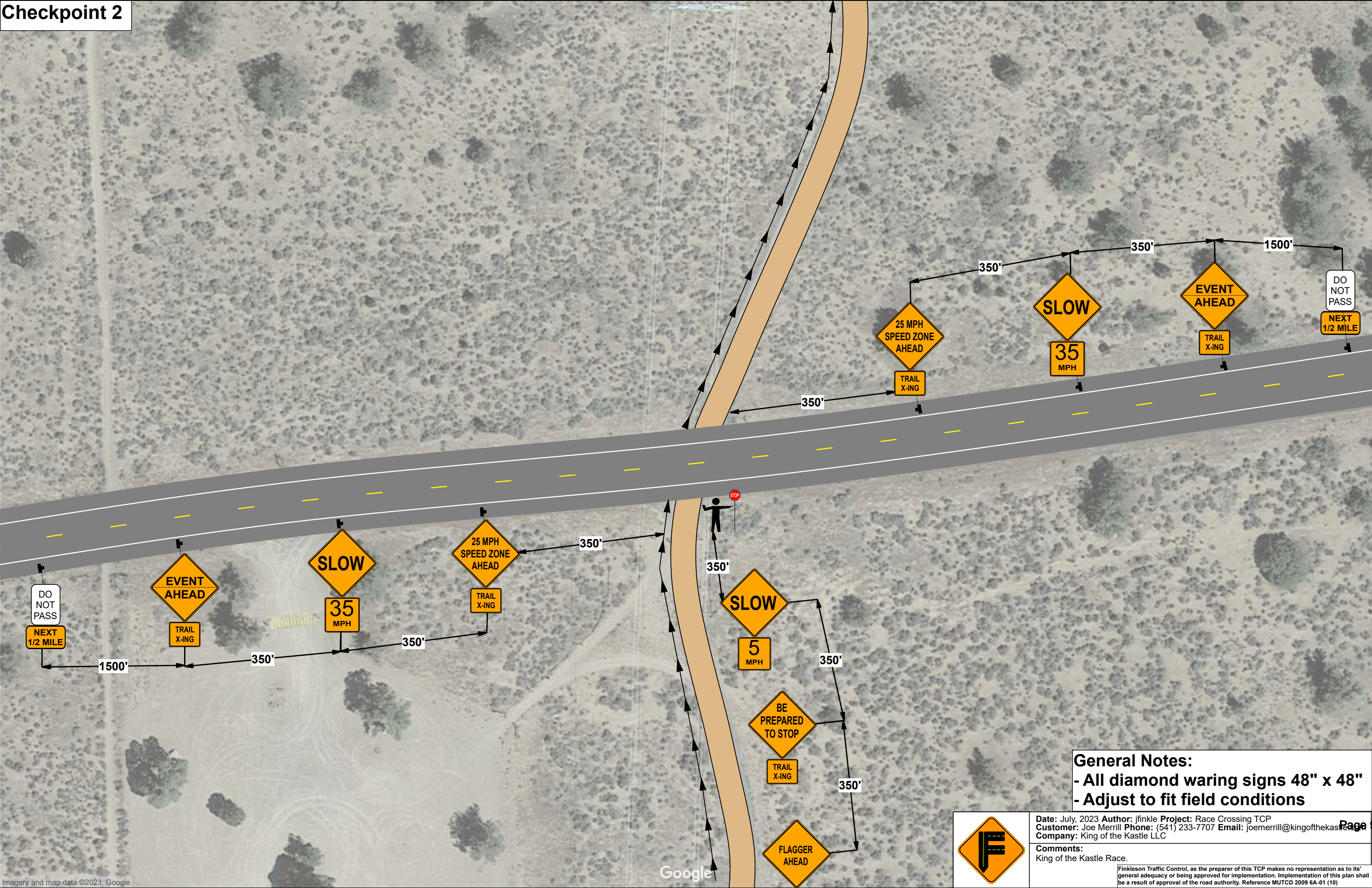


Checkpoint 1

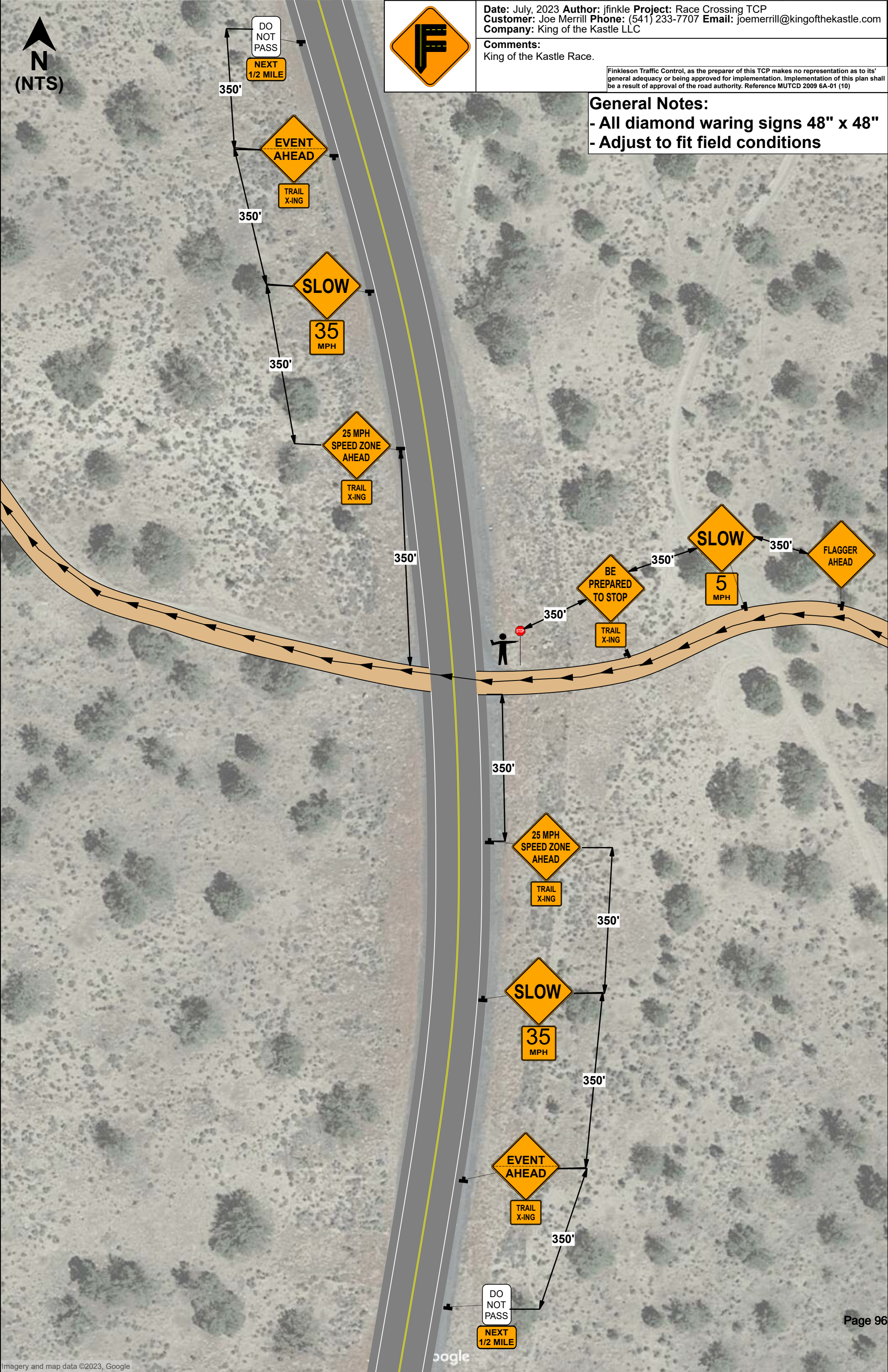




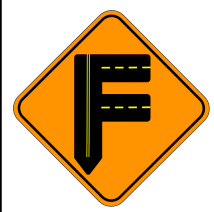
Checkpoint 2











**Date:** July, 2023 **Author:** jfinkle **Project:** Race Crossing TCP  
**Customer:** Joe Merrill **Phone:** (541) 233-7707 **Email:** joemerrill@kingofthekastle.com  
**Company:** King of the Kastle LLC

**Comments:**  
King of the Kastle Race.

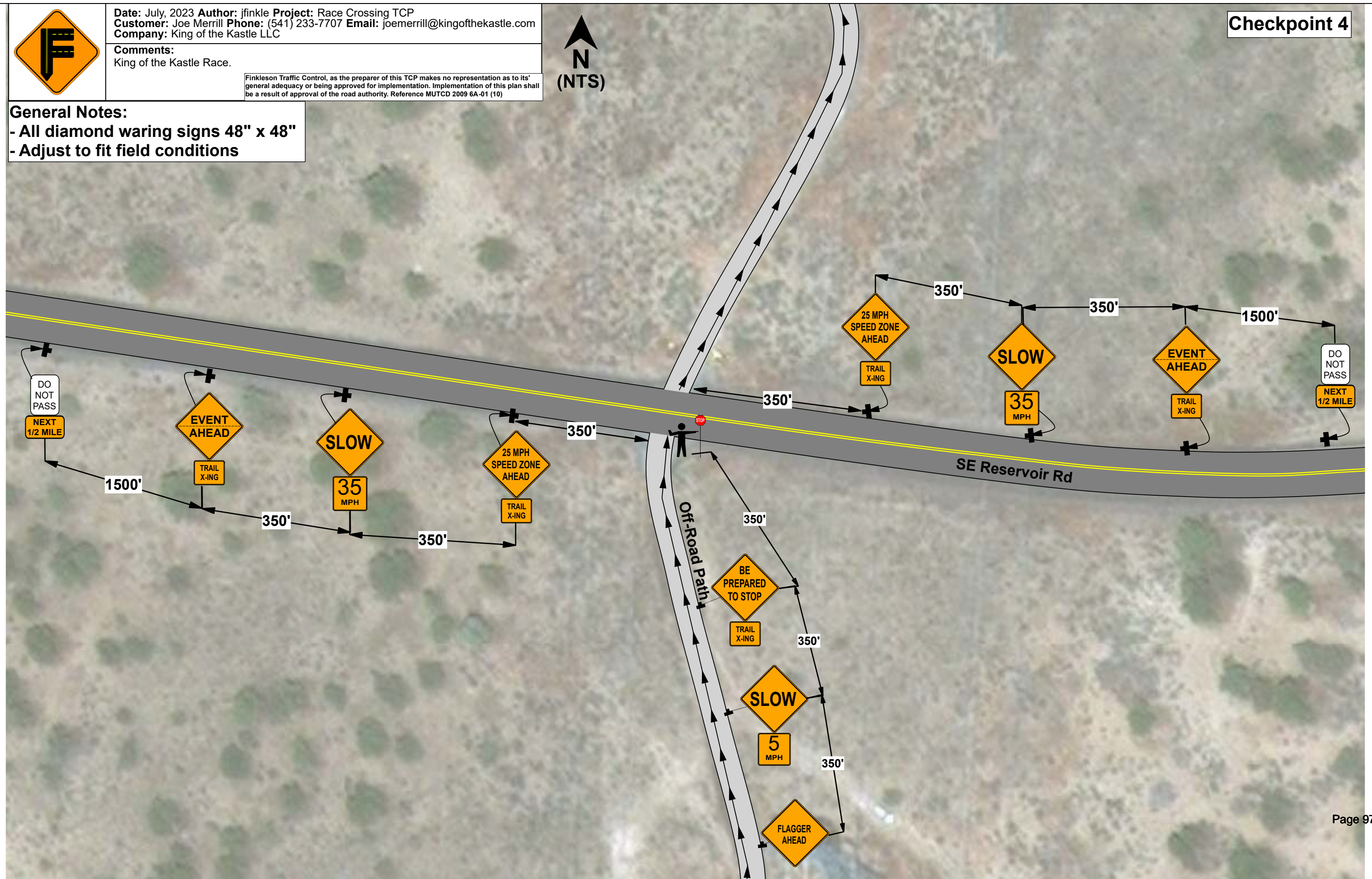
Finkleson Traffic Control, as the preparer of this TCP makes no representation as to its' general adequacy or being approved for implementation. Implementation of this plan shall be a result of approval of the road authority. Reference MUTCD 2009 6A-01 (10)



**Checkpoint 4**

**General Notes:**

- All diamond warning signs 48" x 48"
- Adjust to fit field conditions







## Agenda Item Request

**Date:**

*July 25, 2023*

**Meeting date desired:**

*August 2, 2023, Court meeting*

**Subject:**

*Consider request by NeighborImpact for \$5,000 funding for eliminate food insecurity in Central Oregon program.*

**Background and policy implications:**

*Jeff Rola, Development Program Manager for NeighborImpact has submitted a request for \$5,000 funding from Crook County to support its on-going effort to eliminate food insecurity in Central Oregon.*

**Budget/fiscal impacts:**

*Presently, this is an unbudgeted item. If approved, the funding for this request would come from the County's general fund, non-departmental. A budget transfer from contingency may or may not be needed, depending on the actual expenditure amounts of other budgeted items in the non-departmental budget.*

**Requested by:**

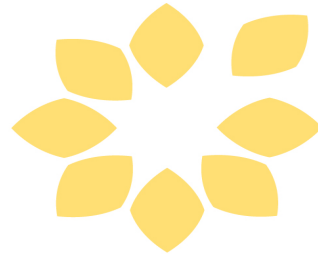
*Andy Parks, County Administration for  
Seth Crawford, County Judge*

**Presenters:**

*Jeff Rola, NeighborImpact*

**Legal review (only if requested):**

*NA*



# NeighborImpact

Supporting People, Strengthening Communities.

NeighborImpact seeks \$5,000 to support its on-going effort to eliminate food insecurity in Central Oregon.

Head Start   Childcare   Energy

Lending   Housing

## Food

- New Jersey: The size of the area we serve.
- 57: the number of food pantry outlets in Central Oregon receiving food from NeighborImpact.
- 60,000: the number of people on average that receive food each month.
- 4.4 million: the pounds of food distributed per year.
- 1 in 4: our neighbors who are food insecure.
- \$400,000: The projected shortfall in regional food assistance this year.

When the State of Oregon needed a trusted and efficient agent to distribute more than \$10 million in rental assistance payments during the pandemic, NeighborImpact stepped in.

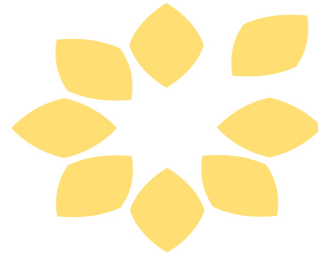
When the City of Bend needed a trusted manager for its new homeless shelter in the Rainbow Motel, NeighborImpact stepped in.

When FEMA needed emergency food distribution to those displaced by the wildfires of 2020, NeighborImpact stepped in.

When low-income families needed assistance to improve their wells that had gone dry in Central Oregon's historic drought, NeighborImpact stepped in.

When people unable to cope needed a trusted agent to manage their finances, NeighborImpact stepped in.

When more than 50 community food pantries in Central Oregon could not reach all those in need, NeighborImpact stepped in with Mobile Food Pantry deliveries.



# NeighborImpact

Supporting People, Strengthening Communities.

For more than 35 years NeighborImpact has stepped in to strengthen Central Oregon communities.

When there is a need, NeighborImpact steps in.

When there is an ongoing need, NeighborImpact stays in.

NeighborImpact continues to step in to address community needs because we have help. Amazing help from more than 400 community partners: State, local and federal governments, non-profits, service clubs, faith-based groups, foundations, and local businesses, plus thousands of individuals. Because we have help, NeighborImpact will keep stepping in to provide:

- Head Start and child-care access to help working families thrive.
- Lending, energy assistance and housing services to help people find, finance, acquire and stay in their homes.
- Access to fresh food and nutrition bringing food security to every corner of Central Oregon.

**This is where you to step in.**

Join our amazing partners providing greater support for our neighbors as well as greater strength to our entire community.

Thank you,





# AGENDA ITEM REQUEST

**Date:**

July 20, 2023

**Meeting date desired:**

July 26, 2023

**Subject:**

County support to remove Crook County from ODA Canola Special District

**Background and policy implications:**

Created in the early 2000's, the Central Oregon Crop Protection District was established to protect cross pollination of brassica crops. Current OSU research no longer supports County's participation and removal allows growers opportunities to expand crop choices.

**Budget/fiscal impacts:**

None

**Requested by:**

Crook/Wheeler County Farm Bureau,

**Presenters:**

Tim Deboodt

**Legal review (only if requested):**

Need to discuss further – The desire is for department heads to be proactive with non

**Elected official sponsor (if applicable):**

Commissioner Brian Barney



# Crook County

Mailing: 300 NE 3<sup>rd</sup> Street • Prineville, Oregon 97754  
Physical: 203 NE Court Street • Prineville, Oregon 97754  
Phone (541) 447-6555

July 24, 2023

Sunny Summers, Senior Policy Advisor  
Oregon Department of Agriculture  
635 Capitol Street, NE  
Salem, OR 97301

Ms. Summers,

This letter is in regards to the Oregon Department of Agriculture's meeting in Prineville, Oregon on May 31, 2023, and the Department's effort to address multiple requests to modify or eliminate the Central Oregon Crop Protection District, which includes Crook County. Crook County supports the request by the Crook/Wheeler County Farm Bureau and farmers of Crook County to remove Crook County from this Crop Protection District.

In discussions with Crook County farmers and given the current understanding of research dealing with the impacts of growing canola, Crook County recognizes the importance of letting producers grow crops that provide positive economic impacts to their business and the community. Research by Oregon State University College of Agriculture shows that the production of canola poses no more risk to the production of other brassica species crops than any other crop. The ability to produce canola provides our farmers with an addition crop choice that can be important especially during periods of drought and limited water supplies for irrigation.

Crook County appreciates the Department's interest in revisiting the purpose of the District's establishment and the use of current research data in determining the relevance of such a District going into the future. As stated above, Crook County Court supports the removal of Crook County from the Central Oregon Crop Protection District. Thank you for your consideration of this input. If you have any questions about our position, we would be happy to answer them.

Sincerely,

X

Seth Crawford  
County Judge

X

Jerry Brummer  
County Commissioner

X

Brian Barney  
County Commissioner

Cc: Crook/Wheeler County Farm Bureau



## AGENDA ITEM REQUEST

**Date:**

*July 19, 2023*

**Meeting date desired:**

*August 2, 2023*

**Subject:**

*Second public hearing regarding social gathering application, for Lazarus Naturals party August, 2023*

**Background and policy implications:**

*Under Crook County Code 5.04.200 et seq., the County Court will hold a public hearing to consider an application for a social gathering within Crook County. Attached to this agenda cover sheet are the application, traffic control plan, and recommendation of the Community Development Department. Also included is a draft permit, the terms of which should be considered by the County Court. The permit would establish issues like the required number of restrooms, the hours of operation of alcohol service or amplified sound (if any), and the contact information for important safety personnel.*

**Budget/fiscal impacts:**

*The County is permitted to require the payment of a deposit to cover costs the County might incur by virtue of the event, such as overtime expenses for Sheriff's Deputies if crowd control is not adequate. The County would need to consider what amount to require, if any.*

**Requested by:**

*Eric Blaine, County Counsel  
Eric.Blaine@CrookCountyOR.gov  
541-416-3919*

**Presenters:**

*Eric Blaine, Katie McDonald*

**Legal review (only if requested):**

*Yes*

**Elected official sponsor (if applicable):**

*N/A*



**APPLICATION FOR PERMIT TO CONDUCT  
AN OUTDOOR SOCIAL GATHERING**

Crook County Code Sections 5.04.200 to 5.04.270

Title of Event: Lazarus Naturals Company Party  
Date of Application: 6/15/23  
Applicant Name: Sequoia Price-Lazarus  
Contact Person: Rhonda Ahern  
Contact Telephone: 541-728-8796  
Contact email: rahern@lazarusnaturals.com

**I. General Information.**

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

Before submitting this application, please read through and familiarize yourself with the County's requirements. They can be found online at:

<http://www.codepublishing.com/OR/CrookCounty/#!/CrookCounty05/CrookCounty0504.html#5.04>

This application form must be completed, with all attachments (described below) included, and submitted to as soon as possible, but no less than **60 days prior** to the proposed date of the mass gathering.

The application is not a permit for a mass gathering, but merely the request for a permit. The contents of this application may be revised prior to the County issuing a permit, but the more detail you can provide now the sooner such a permit may be issued.

This application must be accompanied by the following:

- A non-refundable application fee based on number of attendees.
  - 101-250 attendees: \$210.00
  - 251-500 attendees: \$525.00
  - 501-1,000 attendees: \$1,050.00
  - 1,001-3,000 attendees: \$1,575.00
- A detailed traffic control plan, describing the attendees will enter upon, occupy, and exit from the gathering location. The traffic plan must include detailed information on the impacts upon the local transportation system.
- A detailed security/crowd control plan, describing the number of security staff,

the provider(s) of security services, and a warranty that no security personnel will be employed who have ever been convicted of a felony.

## **II. Applicant/Organizer Information.**

Applicant/Organizer (name/title): Sequoia Price-Lazarus  
(If a business/corporate entity): Applicant is organized under the laws of the State of Washington.

Mailing Address: 5205 SW Parrish Lane, Powell Butte, OR 97753

Physical Address (no PO Boxes): 5205 SW Parrish Lane, Powell Butte, OR 97753

Phone: 206-432-7466

Email: farm@lazarusnaturals.com

As a condition of approval, Crook County will require that there be a point of contact at the event available at all times, morning and night, for each day of the gathering including set up and clean up times.

This person must be either the applicant or the applicant's employee or agent.

Contact name: Rhonda Ahern

Regular business phone: 206-309-1347

24-hour contact phone: 541-728-8796

Regular business email: rahern@lazarusnaturals.com

24-hour contact email: rhondasa008@gmail.com

## **III. Site / Property Details.**

Owner refers to any person, who alone or severally with others, has legal title to the premises where the mass gathering will take place.

Address of Event: 5205 SW Parrish Lane, Powell Butte, OR 97753

Tax Lot of Event: 15151900-00400-01209

Owner of Property: Sequoia Price-Lazarus has power of attorney for property for Michael Lazarus (owner) See Attached

Owner's Address: (No PO Boxes) 5623 20th Ave., NE

City, State, ZIP: Seattle, WA 98105

Owner's Phone: 206-432-7466

Owner's email: sequoia@lazarusnaturals.com

"Person in charge of the property" means an agent, occupant, lessee, contract purchaser, or person other than the owner, having possession or control of property.

Person In Charge: Sequoia Price-Lazarus



Person In Charge's Address: (No PO Boxes) 1116 NW 51st St.  
City, State, ZIP: Seattle, WA 98107  
Person In Charge's Phone: 206-432-7466  
Person In Charge's email: sequoia@lazarusnaturals.com

#### **IV. Gathering Details.**

Gathering Dates: 8/17 - 19/23  
Opening Time: 5 pm a.m. / p.m.  
Closing Time: 12 pm a.m. / p.m.  
Pre-opening set-up dates: 8/16/23 & 8/17/23  
Post-closing clean-up dates: 8/19/23 & 8/20/23

Maximum number of attendees (guests, vendors, staff, all others): 200

Purpose of Gathering (run, walk, fair, concert, etc.) [provide details]: \_\_\_\_\_  
Corporate event. Company meeting, team building activities and company party. This is an opportunity to get employees  
from all locations in Oregon and Washington together face to face.

\_\_\_\_\_(attach additional pages if necessary)

Describe the planned activities at the gathering (or attach a program of events):  
8/17/23 - We expect approx. 30 employees to arrive around 5 pm and set up small tents and camp. Approx. 70 employees will be  
staying at Sleep Inn & Suites, Redmond and will be bused to the farm via Northwest Navigator at 8 am 8/18 for a breakfast and  
a brief company meeting. All employees will be shuttled, car pooled or bused to various off site activities from 10 am - 5 pm.  
Company party 6 pm - 12 am will include a dj and live band, catered dinner, beer & wine provided by Beer Vault.  
Employees can invite significant other to attend party. NW Navigator bus service will shuttle hourly from hotel to farm until end of event.

How will number of attendees be verified? RSVP's

Will there be overnight camping? X Yes \_\_\_\_\_ No

Maximum Number of Attendees Expected Each Day: 8/17/23 approx 30 - 50 guests, 8/18/23 approx. 200

Total Number of Attendees Over the Entire Gathering: 200

#### **V. Preliminary Site Plan.**

Include on separate pages a detailed site plan of the area where the gathering will take place, including the following details. (A hand drawn map of reasonable scale is acceptable.)

- 1) Existing structures on the property and proposed temporary structures.
- 2) Parking areas available and designate areas for handicapped, attendees, staff, and emergency services/law enforcement. Include an estimate of the size of the area and

the number of parking spots that will be provided.

3) Location of the entrances and exits designated for attendees, staff, and emergency services/law enforcement including placements of directional signs leading to these locations, as well as any interior walks and roadways. (Please mark in which direction traffic will flow on the interior roadways).

3) Location of the Organizer's headquarters, including the placement of directional signage showing this location.

4) Location of any trails, tracks, runs, roadways and similar transit routes.

5) Location of food booths.

6) Location of restrooms, indicating which are handicap accessible, and hand wash stations, including placement of directional signs leading to these facilities.

7) Location of solid waste receptacles.

8) Location of waste water tanks, if unable to directly connect to a local sewer system.

9) Location of free drinking water stations including placement of directional signs leading to these stations.

10) Location of reserves of potable drinking water.

11) Location of electrical power sources.

12) Location of lighting, if event takes place after daylight hours.

13) Location of stage and sound equipment, indicating the direction they are pointing.

14) Location of the first aid station(s), including the placement of directional signage showing this facility, emergency vehicle parking, and emergency vehicle ingress and egress routes.

15) Location of overnight camping areas.

## **VI. Traffic Control Plan.**

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

## **VII. Crowd Control / Security Plan.**

The applicant must submit a detailed plan describing its crowd control, security, and safety strategies for approval. The plan must include a description of the number and placement of crowd control personnel, and their shift schedule. The plan must include a warranty that no security personnel will be employed who have ever been convicted of a felony. If security will be provided by a contractor, the name and contact information of the security firm must be provided.

Each security personnel will be subject to a criminal records review by Crook County law enforcement.

### **VIII. Food / Alcohol Information.**

Will food booths be present? \_\_\_\_\_ Yes X \_\_\_\_\_ No

Food/Alcohol Coordinator's Name: McKenley, Beer Vault

Food/Alcohol Coordinator's Phone Number: 541-300-1067

Food/Alcohol Coordinator's E-mail Address: bendbeervault@gmail.com

Food/Alcohol Coordinator's Phone Number: \_\_\_\_\_

Will the Food/Alcohol Coordinator provide the electricity for the food booths?

\_\_\_\_\_ Yes X \_\_\_\_\_ No

If no, who will provide the electricity? Lazarus Naturals will provide electricity

Will the Food/Alcohol Coordinator provide hand wash stations IN the food booth area?

\_\_\_\_\_ Yes N/A \_\_\_\_\_ No

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

Will the Food Booth Coordinator provide refrigerated trucks?

\_\_\_\_\_ Yes N/A \_\_\_\_\_ No

What are the hours of operation for food services: Breakfast 8 - 9 am, dinner 6 - 8 pm, box lunches provided  
~~planned activities~~ Type text here

Will alcoholic beverages be sold on the premises? \_\_\_\_\_ Yes X \_\_\_\_\_ No

Beer & wine will be available at no charge to guests

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

\_\_\_\_\_ Yes \_\_\_\_\_ No Beer Vault said if we are not charging for alcohol no OLCC license is required. They provide licenses for bartenders

What are the hours of operation for alcohol services: 8/18/23 6 pm - 12 am

### **IX. Restroom / Water Information.**

Will restrooms/portable toilets be provided? X \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, how many facilities will be provided? 2 porta potties and 4 restrooms available

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

Provider Name: Ranch Country Outhouses

Contact Name: \_\_\_\_\_

Phone Number: 541-480-9058

What is the source of potable water for the gathering: Farm

Does this source have a minimum pressure of 20 pounds per square inch?

X \_\_\_\_\_ Yes \_\_\_\_\_ No

What is the water distribution system's minimum pressure? 20 pounds per square inch



How many gallons of reserve potable water will be maintained at the gathering?  
825 gallons

How will the reserve potable water be stored? Sanitized IBC Totes

### **X. First Aid / Medical Information.**

How many first aid stations will be provided? 1

Who is responsible for providing first aid/medical services?

Company Name: Adventure Medics

Contact Name: Claire

Phone Number: 541-639-9993

How many physicians will be on-site: 0

How many nurses will be on-site: 0 1 Medic will be onsite

How many mental health professionals will be on-site: 0

### **XI. Fireworks / Fire Suppression.**

Will the gathering include fireworks? \_\_\_\_\_ Yes X No

If yes, what dates and times: \_\_\_\_\_

Fireworks Coordinator's Name: N/A

Fireworks Coordinator's Address (no PO Boxes): \_\_\_\_\_

Fireworks Coordinator's Phone Number: \_\_\_\_\_

Fireworks Coordinator's E-mail Address: \_\_\_\_\_

Professional references for previous fireworks displays (names/dates/phone):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How many gallons of water will be on-site for fire suppression? 1400 gallon tank

We can also fill as many 275 gallon IBC totes with water as necessary. We also have an FDC located at our pond in the event of a fire the property.

How is this water stored? Pond for CC Fire Dept. We also have a 1400 gallon tank with layflat hose & a trash pump on a trailer that we can quickly go where needed. 275 gallon IBC totes available as well.

How will this water be distributed in the event of fire? Pond - Fire Dept.  
1400 gallon tank with layflat hose & a trash pump on a trailer. 275 gallon IBC totes with layflat hose & trash pump.

### **XII. Lighting / Amplified Sound.**

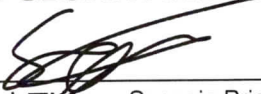
Will the event be held after daylight hours? ☒ Yes \_\_\_\_\_ No  
If yes, on which days? 8/18/23  
What type of lighting source and number of lighting fixtures will be used?  
\_\_\_\_\_  
\_\_\_\_\_

What electrical source will be used? We have ample CEC electricity from various locations on the farm to pull from.

Will amplified sound system or a public address system be used?  
☒ Yes \_\_\_\_\_ No

What hours will the amplified sound system/public address system be used:  
6 pm - 12 am  
\_\_\_\_\_

### APPLICANT'S SIGNATURE

Signature:   
Print Name and Title: Sequoia Price-Lazarus  
Company: Lazarus Naturals  
Date: 6/15/23

### FOR OFFICE USE ONLY:

Application Number: \_\_\_\_\_  
Date Application Received: \_\_\_\_\_  
90 Days Before Event: \_\_\_\_\_  
60 Days Before Event: \_\_\_\_\_  
30 Days Before Event: \_\_\_\_\_  
Date of Public Hearing: \_\_\_\_\_  
21 Days Before Hearing: \_\_\_\_\_  
10 Days Before Hearing: \_\_\_\_\_

Application Fee? ☐ Yes ☐ No      Site Plan? ☐ Yes ☐ No  
Traffic Plan? ☐ Yes ☐ No      Security Plan? ☐ Yes ☐ No

Application Sent To:  
☐ Sheriff's Office      ☐ CCFR  
☐ Health Dept.      ☐ OLCC  
☐ Road Dept.      ☐ Other Agency: \_\_\_\_\_

Comments? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LIMITED POWER OF ATTORNEY

I, Michael Lazarus, residing at 5623 20<sup>th</sup> Ave NE Seattle WA 98105 do hereby make, constitute and appoint Sequoia Price-Lazarus my true and lawful attorney in fact ("Limited Agent") for me in my capacity, and in my name, place and stead, to act with respect to 5205 SW Parrish Lane Powell Butte, OR 97153 ("Property"), including any management, land use application, building permits, loans and/or mortgages/trust deeds associated with said Property.

GIVING AND GRANTING unto my said Limited Agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about said Property, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my Limited Agent shall lawfully do or cause to be done by virtue of this authority herein granted.

Dated this 31<sup>st</sup> day of October, 2019.

Michael Lazarus

State of Washington           )  
King County                    ) ss.

On this 31<sup>st</sup> day of October, 2019, before me appeared Michael Lazarus, as Principal of this Power of Attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Julia M Parr  
Notary Public

My Commission Expires: 03/26/2023 Page 111



**Traffic Control Plan 8/17-19/23**  
**Lazarus Naturals**  
**5205 SW Parrish Lane, Powell Butte, OR**

We will have approximately 30-50 guests/employees arriving on Thursday, August 17, 2023 between 3 pm and 7 pm. Most of the people will be carpooling or using the chartered bus, so we expect 15-20 cars to arrive between those hours.

On Friday, August 18, 2023, we will have a NW Navigator passenger bus chartered to transport approximately 50 - 70 guests/employees from Sleep Inn & Suites, Redmond to 5205 SW Parrish Lane, Powell Butte from 7:30 am - 8:30 am. At approximately 10 am we will shuttle people to various off site activities for the day. We will also carpool for some of the activities with less participants. There would be approx. 10 - 15 cars that would leave the farm around 10 am. We can have the cars leave going north on Parrish Lane to Wiley and enter Hwy 126 from Wiley instead of from Parrish Lane.

The passenger bus and car pools will arrive back at the farm between 4 pm - 6 pm on Friday, 8/18. We will have the bus run shuttles hourly between the hotel and farm from 6 pm - 12pm.

The party scheduled from 6 pm - 12 pm will have approx. 50-75 additional guests (significant others of employees) attending and will be arriving via NW Navigator bus shuttles between The Sleep Inn & Suites, Redmond and the farm.

We will have a catering company that will arrive at approximately 7 am on Friday 8/18 and will depart at approx. 9 pm, The Beer Vault van will arrive at approximately 4 pm and will depart at approx. 12 am, The Oregon Sunshine Bus (photo booth) will arrive at approx. 5 pm and will depart at approx. 10 pm.. The Bend Party Rentals will arrive on Thursday morning (8/17) to set up the tent and provide tables and chairs. They will come back to disassemble on Sunday 8/20.

On Saturday, 6/18/23 guests will leave sporadically throughout the day.

With the use of buses/shuttles, carpooling and staggered arrivals and departures, and alternate use of Wiley vs. Parrish, we do not think there will be a significant impact on the county road system.

**Crowd Control Plan 8/17-19/23**  
**Lazarus Naturals**  
**5205 SW Parrish Lane, Powell Butte, OR**

We are hiring 1 security guard from Trident Professional Security, 300 NE Kilnwood Place, Redmond, OR 541-480-0184 on Friday, 8/18/23 from 6 pm - 12 pm during the company party. He/she will be stationed at the entrance gate. We expect there will be approximately 150-200 attendees for the company party. That will be the maximum number of guests we will have on the farm.

On Thursday, 8/17 evening we expect approx. 30-50 guests and Lazarus Naturals senior management will be onsite during this time and we do not plan to hire security personnel.

On Friday, 8/18 from approx. 8 am - 10 am we expect approximately 75-100 employees onsite for breakfast and a company meeting before we break into small groups to attend various off site team building activities for the day. Lazarus Naturals senior management will be onsite during this time and we do not plan to hire security personnel.

On Saturday, 8/19 we will have Lazarus Naturals senior management onsite and do not plan to hire security personnel.

**Updated Traffic Control Plan 8/17-19/23**  
**Lazarus Naturals**  
**5205 SW Parrish Lane, Powell Butte, OR**

We will have guests arriving from the west, turn left at the Powell Butte Country Store on Williams Road to Huston Lake Road to Parrish Lane.

Westbound departing guests will exit Parrish Lane onto Hwy 126.

Guests arriving from the east would go westbound on Hwy 126 to Wiley Rd. to Parrish Lane.

Eastbound departing guests would go north on Parrish Lane to Huston Lake Road and follow Huston Lake Road to the roundabout on Hwy 126.

We will have approximately 30-50 guests/employees arriving on Thursday, August 17, 2023 between 3 pm and 7 pm. Most of the people will be carpooling or using the chartered bus, so we expect 15-20 cars to arrive between those hours.

On Friday, August 18, 2023, we will have a NW Navigator passenger bus chartered to transport approximately 50 - 70 guests/employees from Sleep Inn & Suites, Redmond to 5205 SW Parrish Lane, Powell Butte from 7:30 am - 8:30 am. At approximately 10 am we will shuttle people to various off site activities for the day. We will also carpool for some of the activities with less participants. There would be approx. 10 - 15 cars that would leave the farm around 10 am.

The passenger bus and car pools will arrive back at the farm between 4 pm - 6 pm on Friday, 8/18. We will have the bus run shuttles hourly between the hotel and farm from 6 pm - 12pm.

The party scheduled from 6 pm - 12 pm will have approx. 50-75 additional guests (significant others of employees) attending and will be arriving via NW Navigator bus shuttles between The Sleep Inn & Suites, Redmond and the farm.

We will have a catering company that will arrive at approximately 7 am on Friday 8/18 and will depart at approx. 9 pm, The Beer Vault van will arrive at approximately 4 pm and will depart at approx. 12 am, The Oregon Sunshine Bus (photo booth) will arrive at approx. 5 pm and will depart at approx. 10 pm.. The Bend Party Rentals will arrive on Thursday morning (8/17) to set up the tent and provide tables and chairs. They will come back to disassemble on Sunday 8/20.

On Saturday, 6/18/23 guests will leave sporadically throughout the day.

With the use of buses/shuttles, carpooling and staggered arrivals and departures, and alternate use of Williams Rd, Wiley Rd. and Huston Lake Rd, we do not think there will be a significant impact on the county road system.



**Crook County Community Development**

**Planning Division**

300 NE 3<sup>rd</sup> Street, Room 12, Prineville Oregon 97754

541-447-3211

[plan@crookcountyor.gov](mailto:plan@crookcountyor.gov)

[www.co.crook.or.us](http://www.co.crook.or.us)

**Social Gathering Recommendation**

**217-23-001388-PLNG**

Owner: Michael Lazarus  
5205 SW Parrish Ln  
Powell Butte, OR 97753

Organizer/Applicant: Sequoia Price-Lazarus  
1116 NW 51<sup>st</sup> St.  
Seattle, WA 98107

Point of Contact: Rhonda Ahern  
5205 SW Parrish Ln  
Powell Butte, OR 97753

Location: The subject property is addressed as 5205 SW Parrish Lane. The property is identified by the Crook County Tax Assessor as: 1515190000400.

Proposal: Social Gathering permit for "Lazarus Naturals Company Party".

Date and Time of Event: August 17<sup>th</sup> and August 18<sup>th</sup> from 5pm – 12pm

Attendees Expected per Day: 8/17/23 approx. 30 -50 guests, 8/18/23 approx. 200

Date for setup: August 16<sup>th</sup> and August 17<sup>th</sup>

Date or clean-up: Sunday August 20<sup>th</sup>

Gathering Name: Lazarus Naturals Company Party

Notice: Newspaper notice was published in July 4 edition. Neighbor notice was sent on July 12, 2023. The departments/agency request for comments was sent on June 26, 2023.

Hearing Date: July 19, 2023

Applicable Code: Crook County Code Chapter 5.04

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

Sincerely,

Will Van Vactor



#### 5.04.200 Administration.

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

**Response:** The Application is for a singular event with more than 100 people and will occur over a 12-hour period.

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

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

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

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

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

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

#### 5.04.210 Definitions.

*As used in CCC 5.04.200 et seq.:*

*(1) "Health department" means the Crook County health department.*

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

*(3) "Sheriff" means the Crook County sheriff or his or her designee.*

*(4) "Social gathering" has the following meanings:*

*(a) An event, activity or assembly:*

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

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

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

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

**RESPONSE:** The application meets the above definitions.

#### **5.04.220 Basic clause.**

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

#### **5.04.230 Permit requirements.**

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

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

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

*(3) No permit may be transferred or assigned.*

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

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

**RESPONSE:** The application meets the above definitions.

#### **5.04.240 Application.**

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

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

**RESPONSE:** The Applicant has met the above requirements.

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

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

**Response:** The application includes the name of the person in charge and property owner's agent's signature. Sequoia Price-Lazarus has power of attorney for property for Michael Lazarus (owner). The application is for a social gathering not mass gathering, however the property address and map tax lot number is included.

- (e) Beginning and end dates of the proposed gathering, including the dates of set-up and clean-up;*
- (f) Hours of operation of the gathering;*
- (g) The estimated attendance of the proposed gathering;*

*(h) Description of planned activities at the gathering, including the program for the mass gathering, or if no program is prepared, a narrative statement as to the purpose for which the gathering is to be conducted;*

**Response:** The application includes the above information.

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

**Response:** The application includes information which describes the event, identifies the sponsor and hours.

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

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

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

**Response:** No facilities are to be constructed beverage service is in a self-contained truck. The site plan included shows the location of concert stage, tent, photo bus and beverage trucks

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

**Response:** The application states that no OLCC license is needed. The Applicant is responsible for obtaining and providing evidence for any other permits or licenses.

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

**Response:** The application is signed by the agent and applicant. This is also a condition of approval.

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

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

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

**Response:** Applicant is responsible for adherence to the above.

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

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

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

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

*(5) Notice Requirements – Public Hearing.*

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

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

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

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

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

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

**Response:** The above have been noticed and provided comments.

"My only concern with this application is in regard to the traffic control plan. With the location of this

venue being on Parrish Lane, there are major concerns with attendee traffic turning left onto Parrish Lane from eastbound Hwy 126. There have been major crashes at this intersection in the past due to vehicles stopped on Hwy 126 waiting to turn left onto Parrish Lane. Due to the heavy vehicle traffic on Hwy 126 makes this very dangerous. A better option would be for attendee traffic to turn left at the Powell Butte Country Store onto Williams Road to Huston Lake Road to Parrish Lane. This would help to reduce the likelihood of a major crash at highway speeds at Hwy 126 and Parrish Lane.

Exiting Parrish Lane onto Hwy 126 westbound would be no issue.

The traffic plan presented with the application calls for eastbound traffic from the venue to take Wiley Road to Hwy 126. Hwy 126 and Wiley Road intersection is a very bad idea due to the location of this intersection. This intersection is at a 45 degree angle to Hwy 126 with limited visibility due to the angle to the west and the hill on the east which is just at the end of a passing lane for westbound traffic on Hwy 126. Traffic here on Hwy 126 is at or above legal highway speeds. In addition there is heavy truck traffic entering the highway directly opposite the Wiley Road intersection. To go westbound on Hwy 126 from Wiley Road should present no major issues.

A better option leaving the venue going eastbound would be to go north on Parrish Lane to Huston Lake Road and follow Huston Lake Road to the roundabout on Hwy 126.”  
Sheriff Gautney, Crook County Sherriff

#### **Max Hamlin, Crook County Environmental Health**

“Looks good to me.”

Russell Deboodt, Division Chief - Fire and Life, Crook County Fire and Rescue

“It looks good to me.”

James Staniford, Crook County Road Department

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

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

*(d) The Crook County court shall hold a public hearing on the issue of the application’s compliance with all of the requirements of this chapter. Notice of the time and place of such hearing, including a general explanation of the matter to be considered, shall be published at least seven calendar days before the hearing in a newspaper of general circulation in the county. Notice shall also be sent to property owners within 750 feet of the property upon which the social gathering will be held.*

**Response:** Notice was published on July 4<sup>th</sup>, 2023, and Neighbor Notice was mailed July 12, 2023, at least seven days prior to the County Court hearing.

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

*(a) County officers to inspect the social gathering for compliance with the law as often as is necessary at the sole discretion of the county;*

*(b) Inspection by the fire chief or designee for compliance with fire safety regulations as often as is necessary at the sole discretion of the fire district;*

*(c) Inspection of the social gathering site by the county sheriff or other law enforcement for compliance with the conditions of the clearance concerning crowd control, traffic management and compliance with applicable laws;*

*(d) If the inspections described above reveal deficiencies in compliance with local, state, or federal law, the inspectors may return as often as needed until the deficiencies are cured. If the deficiencies are not cured or cannot be cured, the county sheriff may terminate the social gathering as provided in subsection (5) of this section;*

*(e) A cash deposit of up to \$5,000 to cover county costs associated with the gathering (e.g., county personnel costs associated with crowd control, traffic control, and site clean-up).*

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

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

*(a) The county sheriff has the authority to order the crowd to disperse and leave the social gathering site if the permit holder cannot maintain order and compliance with all applicable state and local laws, or refuses to maintain order and compliance with state and local laws or refuses or is unable to adhere to the terms and conditions of the permit.*

*(b) If at any time during the social gathering the number of individuals or vehicles attending the gathering exceeds the number of individuals or vehicles estimated in the permit application and creates, in the judgment of the sheriff, an unreasonable threat to the health, safety and welfare of the public, the county sheriff has the authority to require the permit holder to limit further admissions until a sufficient number of individuals or vehicles have left the site to eliminate the health, safety or welfare threat to the public.*

**RESPONSE:** Applicant is responsible for adherence to the above.

**5.04.250 Operation of social gatherings.**

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

**RESPONSE:** The Applicant submitted a statement that they will not be selling intoxicating liquor on the premise.

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

**RESPONSE:** Applicant is responsible for adherence to the above.



#### 5.04.260 Enforcement and penalties.

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

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

**RESPONSE:** Applicant is responsible for adherence to the above.

#### 5.04.270 Conformance with other law.

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

**RESPONSE:** Applicant is responsible for adherence to the above.

CROOK COUNTY  
PERMIT FOR SOCIAL GATHERING

Dated: \_\_\_\_\_

Application Number: 217-23-001388-PLNG

Permit Number: 2023-02

A. Event Information

Gathering Title: "Lazarus Naturals Company Party" (hereinafter "the event.")

Gathering Dates: August 17 – August 18, 2023

Opening Time: 5:00 PM

Closing Time: 10:00 PM

Pre-opening set-up dates: Wednesday, August 16, 2023

Post-closing clean-up dates: Sunday, August 20, 2023

Maximum number of attendees (guests, vendors, staff, all others): 200 over the entire event.

B. Permittee Information

Permittee: Sequioa Price-Lazarus

Address: (No PO Boxes) 1116 NW 51<sup>st</sup> Street

City, State, ZIP: Seattle, WA 98107

Regular business phone: 206-432-7466

24-hour contact phone: \_\_\_\_\_

Regular business email: sequia@lazarusnaturals.com

24-hour contact email: rhondasa008@gmail.com

Fax: \_\_\_\_\_

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

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Print Name and Title

STATE OF \_\_\_\_\_, County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,

By \_\_\_\_\_.

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

### C. Property Information

Address of Event: 5205 SW Parrish Lane, Powell Butte, OR 97753

Tax Lots of Event: 1515 1900 00400

Owner of Property:

Owner's Address: (No PO Boxes) 5205 SW Parrish Lane

City, State, ZIP: Powell Butte, OR 97753

Owner's Phone: [REDACTED]

Owner's email: [REDACTED]

Fax:

### D. OLCC Management Contact

Name of Point of Contact: [REDACTED] (license no. [REDACTED])

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

City, State, ZIP: [REDACTED]

Regular business phone: 541-300-1067

24-hour contact phone: [REDACTED]

Regular business email: Bendbeatvault@gmail.com

24-hour contact email: Bendbeatvault@gmail.com

Fax:

### E. Drinking Water Contact

Name of Point of Contact: Rhonda Ahern

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

City, State, ZIP: Redmond, OR 97756

Regular business phone: 541-728-8796

24-hour contact phone: 541-728-8796

Regular business email: rahern@lazarusnaturals.com

24-hour contact email: rhondasa008@gmail.com

Fax:

### F. Medical / Mental Health / First Aid Contact

Name of Point of Contact: Claire [REDACTED], Adventure Medics

Contact's Address: (No PO Boxes) 62980 Boyd Acres Rd, Bend, OR 97701

City, State, ZIP: Bend, OR 97701

Regular business phone: (541) 639-9993

24-hour contact phone: [REDACTED]

Regular business email: [REDACTED]

24-hour contact email: [REDACTED]

Fax:

### G. Security Contact

Name of Point of Contact: [REDACTED]

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

City, State, ZIP: [REDACTED]

Regular business phone: [REDACTED]

24-hour contact phone: [REDACTED]  
Regular business email: [REDACTED]  
24-hour contact email: [REDACTED]

#### H. Traffic Contact

Name of Point of Contact: Rhonda Ahern  
Contact's Address: (No PO Boxes) 4200 SW Highland Avenue  
City, State, ZIP: Redmond, OR 97756  
Regular business phone: 541-728-8796  
24-hour contact phone: 541-728-8796  
Regular business email: rahern@lazarusnaturals.com  
24-hour contact email: rhondasa008@gmail.com  
Fax:

#### I. Fire Control Contact

Name of Point of Contact: Rhonda Ahern  
Contact's Address: (No PO Boxes) 4200 SW Highland Avenue  
City, State, ZIP: Redmond, OR 97756  
Regular business phone: 541-728-8796  
24-hour contact phone: 541-728-8796  
Regular business email: rahern@lazarusnaturals.com  
24-hour contact email: rhondasa008@gmail.com  
Fax:

#### J. Conditions of Approval

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

1. Approval of the Event is specifically conditioned upon Permittee's acceptance of and agreement to comply with the terms of Crook County Code chapter 5.04, which by this reference are incorporated into and made a part hereof. In the event of any conflict between these authorities, the Permittee will immediately notify the County and abide by the provision most restrictive of Permittee's actions and/or most protective of the general public until otherwise informed by the County.
2. Hours of Operation: Permittee will not allow the event to begin before or extend later than the dates and times described above.
3. Attendee notification: Each day at 1:00 PM, Permittee will provide accurate, contemporaneous information on the number of attendees at the gathering as of that date and time. This information will be provided to the Crook County Sheriff's Office at [REDACTED]@crookcountysheriff.org.
4. Permittee will allow the Crook County Sheriff and his/her designees to enter upon and inspect the Property at all hours.

5. Permittee will maintain the points of contact listed above at every hour of the event, and those persons will respond immediately to calls or contacts from the County or designees.
6. Permittee will maintain all licenses and permits required for their activities not otherwise specifically described herein.
7. No condition or provision of this Permit may be modified, amended, or waived by any statement or document, including documents required to be submitted by these conditions, unless these conditions are amended in writing signed by the County and attached hereunto.
8. Alcohol Service:
  - Every person serving alcohol has and maintains a valid and current OLCC server license during the event.
  - Every server will present their license to OLCC, County officials, and each of their designees, immediately upon demand.
  - The hours of alcohol service will be no earlier than 1:00 PM and no later than 10:00 PM.
9. Wastewater:
  - Permittee will maintain not fewer than 22 restrooms during the entirety of the event.
10. Drinking water:
  - All water distribution lines, if any, will be installed at a minimum depth of 12 inches in the soil and shall be covered.
  - A minimum pressure of 20 pounds per square inch will be maintained at all times and at all points within the water distribution system.
11. Fire and fire suppression:
  - Permittee will allow the Fire Chief of Crook County Fire and Rescue and his/her designees to enter upon and inspect the Property at all hours of the event.
  - Permittee will allow the Oregon State Fire Marshal and his/her designees to enter upon and inspect the Property at all hours of the event.
  - Each camping space, if any, shall be a minimum of 1,000 square feet or large enough to accommodate a parked camping vehicle, tent vehicle or tent, as the case may be, and to maintain at least 15 feet separation from any other camping vehicle, tent vehicle or tent, building, structure, or property line.
  - Permittee will not use or allow attendees to use fireworks during the event.
12. Medical, mental health, and first aid services:
  - Facilities shall be provided in which the healthcare professionals can provide patient care and treatment. The facility shall be enclosed, protected from the elements, and shall have chairs, and locked cabinets for equipment and medicine. All necessary medicine and instruments for conducting first aid and examinations shall be available.
  - Lighting within the emergency medical facilities shall be provided and shall be not less than 200 foot candles in areas where treatment and minor surgery are conducted.

- Attending healthcare professionals shall keep accurate records of patients and treatment, and shall immediately notify the Crook County Health Department contact and Sheriff's Office contact of all cases involving a communicable disease.

13. Security and crowd control:

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

14. Traffic control:

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

15. During all days and hours of the event, and for not less than ninety days thereafter, Permittee will maintain casualty insurance to cover claims relating to the event including but not limited to pre-event setup, the event itself, and post-event clean up activities.

- The insurance policy will include limits of as described in Crook County Code chapter 5.04.
- The insurance policy must be on a "per occurrence" basis and provide for the payment of claims within 180-days after the scheduled termination of the event.
- The Permittee will provide current copies of the policy to the County at no charge immediately upon request.
- The insurance policy must contain the complete statement "Crook County is named as an additional insured."

- The insurance policy may not be cancellable and must provide coverage against liability for death, injury, or disability of any person and for damage to property arising out of the event.
16. The Permittee agrees that it shall defend, indemnify and hold harmless Crook County, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with the outdoor social gathering, including any claims, demands, or judgments alleged by the permittee due to violations of the conditions of approval or this Chapter, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of the permittee, for its employees, servants, agents, or attendees.
  17. Periodic meetings: The Permittee will meet with County staff and their designees, wherein the property and all event facilities may be inspected:
    - At such times as the County may require due to conditions discovered at or before the Event.
  18. The Permittee consents to the personal jurisdiction of Oregon state courts for any matter related to the conduct of the social gathering.
  19. Conflict: In the event of conflict between this Permit and the terms of any other referenced document, including those incorporated herein but not including applicable law, the provisions of this Permit will control. Permittee will immediately notify the County upon discovery of any such conflict.
  20. Any attachment specified by this Permit may be subject to future revisions as the County may reasonably require due to changed circumstances since this Permit was originally issued.
  21. Within ten (10) days before the first day of the event, Permittee will have paid over to the County a deposit as required by Section 5.04.070(15) of the Crook County Code, in the amount of \$ [REDACTED].
  22. The business entity constituting the Permittee must remain registered and in good standing with the Oregon Secretary of State's office throughout the term of this Permit, including any post-event periods as described herein or in Chapter 5.04 of the Crook County Code.
  23. This Permit immediately becomes void in the event that Permittee (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or a proceeding or case is commenced, without the application or consent of Permittee, in any court of competent jurisdiction, seeking any of the foregoing, or an order for relief

against Permittee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

24. If the Permittee fails to meet any of the conditions of this Permit or applicable law, the County may terminate this Permit immediately upon notice to the Permittee, person in charge of the property, and/or the Property Owner, or their successors or assigns.

Issued by Crook County on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**For Crook County**

\_\_\_\_\_  
Seth Crawford, County Judge

DRAFT





## AGENDA ITEM REQUEST

**Date:**

*July 19, 2023*

**Meeting date desired:**

*August 2, 2023*

**Subject:**

*Second public hearing regarding social gathering application, for PBR Challenge Series event in August, 2023*

**Background and policy implications:**

*Under Crook County Code 5.04.200 et seq., the County Court will hold a public hearing to consider an application for a social gathering within Crook County. Attached to this agenda cover sheet are the application, traffic control plan, and recommendation of the Community Development Department. Also included is a draft permit, the terms of which should be considered by the County Court. The permit would establish issues like the required number of restrooms, the hours of operation of alcohol service or amplified sound (if any), and the contact information for important safety personnel.*

**Budget/fiscal impacts:**

*The County is permitted to require the payment of a deposit to cover costs the County might incur by virtue of the event, such as overtime expenses for Sheriff's Deputies if crowd control is not adequate. The County would need to consider what amount to require, if any.*

**Requested by:**

*Eric Blaine, County Counsel  
Eric.Blaine@CrookCountyOR.gov  
541-416-3919*

**Presenters:**

*Eric Blaine, Katie McDonald*

**Legal review (only if requested):**

*Yes*

**Elected official sponsor (if applicable):**

*N/A*



## APPLICATION FOR PERMIT TO CONDUCT AN OUTDOOR SOCIAL GATHERING

Name of Gathering:

Challenger Series PBR at Oneil  
Arena

Date Application Submitted:

6/12/23

### I. General Information.

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

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

Fees are as follows:

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

### II. Organizer Information.

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

Organizer Name: O'neil Arena

Organizer's Address: 3530 Lone Pine rd

City State ZIP Code Reedman OR 97756

Organizer's Phone Number: 541-419-4884 FAX Number: \_\_\_\_\_

Organizer's E-mail Address: O'neil Arena LLC @ Gmail

Contact Person (Person-in-charge): Dom Nagler

Contact Person's Phone Number: 541-508-6721

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

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

### III. Property Owner Information

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

Owner Name: Paul Terrell  
Owner Address: 3673 NW 18th ave  
City State ZIP Code Oakland Park FL 33309  
Owner Phone Number: 503-267-8820 FAX Number: \_\_\_\_\_  
Owner E-mail Address: Paulterrell @ Hotmail . Com

### IV. Site Information

Site Address: 3530 Lone Pine RD Redmond OR 97556  
Tax Account Number(s): \_\_\_\_\_  
Description of site (fields, forest, meadow, etc., including the identification of any ponds, lakes, creeks, streams, rivers, or wetlands):  
non-irrigated field

### V. Gathering Information.

Date(s) Gathering Will Be Held: Aug 18th & 19th 3530 lone Pine RD  
Date(s) for Set-up: Aug 17th  
Date(s) for Clean-Up: Aug 20th  
Gathering Name: challenger series ASA at O'neil Arena  
Gathering Site Name: O'neil Arena  
Purpose of Gathering (run, walk, fair, concert, etc.) [provide details]:  
Aug 18th concert, Aug 19th PSD Bull Rodeo

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

Concert Aug 18th 5pm to 10pm  
professional Bull Rodeo 5pm to 10 pm

Hours of Operation: 5-10pm  
Maximum Number of Attendees at Any Given Time: up to 2500



## Alcohol

**Will alcoholic beverages be sold on the premises?**

  X   Yes             No

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

           Yes       X       No

## Sound System

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

  X   Yes             No

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

5pm to 9:30 pm

## Restrooms

Will restrooms/portable toilets be provided? X Yes    No

**If yes, how many facilities will be provided?**

20

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

Company Name: Ranch Country Porta Potties

Contact Name: Neethan

Phone Number: 541-480-7058

## Drinking Water

What will be the source of the required water supply? food carts

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

### **First Aid/Medical Services**

How many first aid stations will be provided? 1

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

Company Name: Triton Response

Contact Name: Nik Gark

Phone Number: 541-408-2855



## Lighting

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

creeping light's ? mobile light tower's @6

What electrical source will be used? generator

How many, and what type, trash containers will be on site? 20 plus garbage cans  
Dump trailer

☒ Yes ☐ No

Name: Oniel Wilson

When will the clean-up take place? Aug 20th

Company Name: O'neal arena

**Contact Name:** Don Nagler

Phone Number: 541-508-6721

When will the clean-up take place? Sunday, 20th

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

garbage can's will be unloaded in covered Dump trailer & hauled to land fill

### Crowd Control

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

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

Alpha Security 10

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

Company Name: Alpha Security

Contact Name: Jeremy

Phone Number: 541-24-8219

### Other

Will there be fireworks?        Yes   X   No

If yes, what time?                      How long?                     

Will animals be present?   X   Yes        No

If yes, how will the animals be involved? Buckling Bulls and  
pick up horse (Bull Rope)

### VII. Traffic Control Plan

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

### VIII. Site Plan and Directional Signs

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

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

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

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



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

**IX. INSURANCE**

Has the applicant provided proof of casualty insurance? ☒ Yes  
\_\_\_\_\_ No

Has the applicant provided the cash deposit as required by Crook County Code 5.04.060(2)? ☒ Yes \_\_\_\_\_ No

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

Tom Louie

Applicant Signature

Date



**Crook County Community Development**

**Planning Division**

300 NE 3<sup>rd</sup> Street, Room 12, Prineville Oregon 97754

541-447-3211

[plan@crookcountyor.gov](mailto:plan@crookcountyor.gov)

[www.co.crook.or.us](http://www.co.crook.or.us)

**Social Gathering Recommendation**

**217-23-001217-PLNG**

Owner: Paul Terrell  
3673 NW 18<sup>th</sup> Ave  
Oakland Park, FL 33309

Organizer/Applicant: O'Neil Arena  
3530 Lone Pine Rd  
Redmond, OR 97756

Point of Contact: Dom Nagler  
3530 Lone Pine Rd  
Redmond, OR 97756

Location: The subject property is addressed as 3530 Lone Pine Rd.  
It is identified by the Crook County Tax Assessor as: 1414290000200.

Request: Social Gathering permit for Pro Bull Riding (PBR) event, August 18th and 19th  
"Challenger Series PBR at O'Neil Arena".

Date and Time of Event: August 18<sup>th</sup> and August 19<sup>th</sup> from 5pm – 10pm

Attendees Expected per Day: Up to 2,500 attendees each day

Date for setup: August 17<sup>th</sup>

Date or clean-up: Sunday August 20<sup>th</sup>

Gathering Name: Challenger Series PBR at O'Neil Arena

Notice: Newspaper notice was published in the July 4, 2023, edition.  
Neighbor notice was sent on July 12, 2023.  
Departments/agency request for comments was sent on June 28,2023.

Hearing Date: July 19, 2023

Applicable Code: Crook County Code Chapter 5.04

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

Sincerely,

Will Van Vactor

Community Development Director

#### 5.04.200 Administration.

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

**Response:** The Application is for a singular event with more than 100 people, fewer than 3,000, and will occur over a 12-hour period.

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

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

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

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

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

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

#### 5.04.210 Definitions.

*As used in CCC 5.04.200 et seq.:*

*(1) "Health department" means the Crook County health department.*

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

*(3) "Sheriff" means the Crook County sheriff or his or her designee.*

*(4) "Social gathering" has the following meanings:*

*(a) An event, activity or assembly:*

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

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

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

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

**RESPONSE:** The application meets the above definitions.

#### **5.04.220 Basic clause.**

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

#### **5.04.230 Permit requirements.**

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

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

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

*(3) No permit may be transferred or assigned.*

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

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

**RESPONSE:** The application meets the above definitions.

#### **5.04.240 Application.**

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

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

**RESPONSE:** The Applicant has met the above requirements.

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

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

**Response:** The application includes the name of the person in charge and property owner's agent's signature. Tom Koue is an authorized agent of Paul Terrell and a member of the O'Neil Arena LLC. The application is for a social gathering not mass gathering, however the property address and map tax lot number is included.

- (e) Beginning and end dates of the proposed gathering, including the dates of set-up and clean-up;*

*(f) Hours of operation of the gathering;*

*(g) The estimated attendance of the proposed gathering;*

*(h) Description of planned activities at the gathering, including the program for the mass gathering, or if no program is prepared, a narrative statement as to the purpose for which the gathering is to be conducted;*

**Response:** The application includes the above information.

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

**Response:** The application includes information which describes the event, identifies the sponsor and hours.

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

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

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

**Response:** No facilities are to be constructed food and beverage services are in self-contained trucks. The site plan included shows the location of concert stage, tent, and food trucks

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

**Response:** The application includes an OLCC license.

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

**Response:** The application is signed by the agent and applicant. This is also a condition of approval.

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

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

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

**Response:** Applicant is responsible for adherence to the above.

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

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

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

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

*(5) Notice Requirements – Public Hearing.*

*(a) The planning director shall send notice of the application to the sheriff and other interested law enforcement agencies, the county roadmaster, the county health*

department, the county building official, the county administrative office and the chief of the fire district in which the gathering is to be held. The planning director may request such cooperation and assistance from other state and local agencies as may be deemed necessary.

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

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

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

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

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



**Response:** The above have been noticed and provided comments.

“This venue is located near the intersection of Hwy 380 (a State Hwy) and Lone Pine Road ( a county road). There have been similar events at this venue in the past and I don’t believe we have ever had any issues with this event. Ingress and egress to this venue is mainly onto Lone Pine Road, however there is a less used route that can access Hwy 380. There appears to be adequate parking on the venue to accommodate attendees to the event.

This event, however is at the same time as the social gathering event in Powell Butte on Parrish Lane. Should we have any issues at either event, we could find that we are not adequately staffed to handle issues at both events. That is possible, however a slight chance that would happen. Otherwise, no issue from the Sheriff’s Office.”

Sheriff Gautney, Crook County Sherriff

“Mandy,

I was seeing if you had a food vendor list that will be serving food at the event?

Ideally food trucks would be the best option being they are already licensed vs. a pop-up food vendor where food safety issues can arise (they can in the trucks but more-so in the pop-ups). Also it reads the drinking water will be provided by the food vendors? Bootle water they're selling I assume?

Is there any water spigots for the animals or contestants?

Is it off a well and is it potable? If feeding it to the animals, it needs to be potable.

If there is a well, does it get tested for coliform and Bitrates and Arsenic? At the very minimum for coliform.

If you have a vendor list could you please send it?

The pop-up temporary restaurants will ne a temp. license for Crook County health Dept.

They can call 541-447-8155 on how to obtain those.

Thank you for you time.”

Max Hamlin, Environmental Health

“I will try and swing out there during setup and make sure they have a good plan. The concept site map looks good to me.”

Russell Deboodt, Division Chief - Fire and Life, Crook County Fire and Rescue

James Staniford, Crook County Road Department

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

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

*(d) The Crook County court shall hold a public hearing on the issue of the application's compliance with all of the requirements of this chapter. Notice of the time and place of such hearing, including a general explanation of the matter to be considered, shall be published at least seven calendar days before the hearing in a newspaper of general circulation in the county. Notice shall also be sent to property owners within 750 feet of the property upon which the social gathering will be held.*

**Response:** Notice was published on July 4<sup>th</sup>, 2023, and Neighbor Notice was mailed July 12, 2023, at least seven days prior to the County Court hearing.

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

*(a) County officers to inspect the social gathering for compliance with the law as often as is necessary at the sole discretion of the county;*

*(b) Inspection by the fire chief or designee for compliance with fire safety regulations as often as is necessary at the sole discretion of the fire district;*

*(c) Inspection of the social gathering site by the county sheriff or other law enforcement for compliance with the conditions of the clearance concerning crowd control, traffic management and compliance with applicable laws;*

*(d) If the inspections described above reveal deficiencies in compliance with local, state, or federal law, the inspectors may return as often as needed until the deficiencies are cured. If the deficiencies are not cured or cannot be cured, the county sheriff may terminate the social gathering as provided in subsection (5) of this section;*

*(e) A cash deposit of up to \$5,000 to cover county costs associated with the gathering (e.g., county personnel costs associated with crowd control, traffic control, and site clean-up).*

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

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

*(a) The county sheriff has the authority to order the crowd to disperse and leave the social gathering site if the permit holder cannot maintain order and compliance with all applicable state and local laws, or refuses to maintain order and compliance with state and local laws or refuses or is unable to adhere to the terms and conditions of the permit.*

*(b) If at any time during the social gathering the number of individuals or vehicles attending the gathering exceeds the number of individuals or vehicles estimated in the permit*

*application and creates, in the judgment of the sheriff, an unreasonable threat to the health, safety and welfare of the public, the county sheriff has the authority to require the permit holder to limit further admissions until a sufficient number of individuals or vehicles have left the site to eliminate the health, safety or welfare threat to the public.*

**RESPONSE:** Applicant is responsible for adherence to the above.

#### **5.04.250 Operation of social gatherings.**

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

**RESPONSE:** The Applicant submitted an Oregon Liquor Control Commission application.

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

**RESPONSE:** Applicant is responsible for adherence to the above.

#### **5.04.260 Enforcement and penalties.**

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

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

**RESPONSE:** Applicant is responsible for adherence to the above.

#### 5.04.270 Conformance with other law.

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

**RESPONSE:** Applicant is responsible for adherence to the above.

CROOK COUNTY  
PERMIT FOR SOCIAL GATHERING

Dated: \_\_\_\_\_

Application Number: 217-23-001217-PLNG

Permit Number: 2023-01

A. Event Information

Gathering Title: "PBR Challenge Series, O'Neil Arena" (hereinafter "the event.")

Gathering Dates: August 18 – August 19, 2023

Opening Time: 5:00 PM

Closing Time: 10:00 PM

Pre-opening set-up dates: Thursday, August 17, 2023

Post-closing clean-up dates: Sunday, August 20, 2023

Maximum number of attendees (guests, vendors, staff, all others): 5,000 over the entire event.

B. Permittee Information

Permittee: Dom Nagler

Address: (No PO Boxes) 3530 Lone Pine Road

City, State, ZIP: Redmond, OR 97756

Regular business phone: \_\_\_\_\_

24-hour contact phone: \_\_\_\_\_

Regular business email: \_\_\_\_\_

24-hour contact email: \_\_\_\_\_

Fax: \_\_\_\_\_

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

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Print Name and Title

STATE OF \_\_\_\_\_, County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,

By \_\_\_\_\_.

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

### C. Property Information

Address of Event: 3530 Lone Pine Rd, Redmond, OR 97756

Tax Lots of Event: 14 14 29 000 0200

Owner of Property: Paul Terrell

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

City, State, ZIP: OAKLAND PARK, FL 33309

Owner's Phone: [REDACTED]

Owner's email: [REDACTED]

Fax:

### D. OLCC Management Contact

Name of Point of Contact: Mandy Marsetta Mozingo (license no. [REDACTED])

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

City, State, ZIP: Redmond, OR 97756

Regular business phone: 541-420-7650

24-hour contact phone: 541-420-7650

Regular business email: marsetta.mozingo@gmail.com

24-hour contact email: marsetta.mozingo@gmail.com; oneilarenallc@gmail.com

Fax:

### E. Drinking Water Contact

Name of Point of Contact: Mandy Marsetta Mozingo

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

City, State, ZIP: Redmond, OR 97756

Regular business phone: 541-420-7650

24-hour contact phone: 541-420-7650

Regular business email: marsetta.mozingo@gmail.com

24-hour contact email: marsetta.mozingo@gmail.com; oneilarenallc@gmail.com

Fax:

### F. Medical / Mental Health / First Aid Contact

Name of Point of Contact: Nick Tjarks, Triton Response, LLC

Contact's Address: (No PO Boxes) 5385 NE 15TH DR

City, State, ZIP: Redmond, OR 97756

Regular business phone: 541-408-2855

24-hour contact phone: [REDACTED]

Regular business email: [REDACTED]

24-hour contact email: [REDACTED]

Fax:

### G. Security Contact

Name of Point of Contact: Jeremy Smith, Alpha Security

Contact's Address: (No PO Boxes) 2420 Willakenzie Street, Suite #2

City, State, ZIP: Eugene, OR 97401

Regular business phone: 541-214-8319

24-hour contact phone: 541-214-8319

Regular business email: [REDACTED]

24-hour contact email: [REDACTED]

#### H. Traffic Contact

Name of Point of Contact: Mandy Marsetta Mozingo

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

City, State, ZIP: Redmond, OR 97756

Regular business phone: 541-420-7650

24-hour contact phone: 541-420-7650

Regular business email: marsetta.mozingo@gmail.com

24-hour contact email: marsetta.mozingo@gmail.com; oneilarenallc@gmail.com

Fax:

#### I. Fire Control Contact

Name of Point of Contact: Mandy Marsetta Mozingo

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

City, State, ZIP: Redmond, OR 97756

Regular business phone: 541-420-7650

24-hour contact phone: 541-420-7650

Regular business email: marsetta.mozingo@gmail.com

24-hour contact email: marsetta.mozingo@gmail.com; oneilarenallc@gmail.com

Fax:

#### J. Conditions of Approval

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

1. Approval of the Event is specifically conditioned upon Permittee's acceptance of and agreement to comply with the terms of Crook County Code chapter 5.04, which by this reference are incorporated into and made a part hereof. In the event of any conflict between these authorities, the Permittee will immediately notify the County and abide by the provision most restrictive of Permittee's actions and/or most protective of the general public until otherwise informed by the County.
2. Hours of Operation: Permittee will not allow the event to begin before or extend later than the dates and times described above.
3. Attendee notification: Each day at 1:00 PM, Permittee will provide accurate, contemporaneous information on the number of attendees at the gathering as of that date and time. This information will be provided to the Crook County Sheriff's Office at [REDACTED]@crookcountysheriff.org.
4. Permittee will allow the Crook County Sheriff and his/her designees to enter upon and inspect the Property at all hours.

5. Permittee will maintain the points of contact listed above at every hour of the event, and those persons will respond immediately to calls or contacts from the County or designees.
6. Permittee will maintain all licenses and permits required for their activities not otherwise specifically described herein.
7. No condition or provision of this Permit may be modified, amended, or waived by any statement or document, including documents required to be submitted by these conditions, unless these conditions are amended in writing signed by the County and attached hereunto.
8. Alcohol Service:
  - Every person serving alcohol has and maintains a valid and current OLCC server license during the event.
  - Every server will present their license to OLCC, County officials, and each of their designees, immediately upon demand.
  - The hours of alcohol service will be no earlier than 1:00 PM and no later than 10:00 PM.
9. Wastewater:
  - Permittee will maintain not fewer than 22 restrooms during the entirety of the event.
10. Drinking water:
  - All water distribution lines, if any, will be installed at a minimum depth of 12 inches in the soil and shall be covered.
  - A minimum pressure of 20 pounds per square inch will be maintained at all times and at all points within the water distribution system.
11. Fire and fire suppression:
  - Permittee will allow the Fire Chief of Crook County Fire and Rescue and his/her designees to enter upon and inspect the Property at all hours of the event.
  - Permittee will allow the Oregon State Fire Marshal and his/her designees to enter upon and inspect the Property at all hours of the event.
  - Each camping space, if any, shall be a minimum of 1,000 square feet or large enough to accommodate a parked camping vehicle, tent vehicle or tent, as the case may be, and to maintain at least 15 feet separation from any other camping vehicle, tent vehicle or tent, building, structure, or property line.
  - Permittee will not use or allow attendees to use fireworks during the event.
12. Medical, mental health, and first aid services:
  - Facilities shall be provided in which the healthcare professionals can provide patient care and treatment. The facility shall be enclosed, protected from the elements, and shall have chairs, and locked cabinets for equipment and medicine. All necessary medicine and instruments for conducting first aid and examinations shall be available.
  - Lighting within the emergency medical facilities shall be provided and shall be not less than 200 foot candles in areas where treatment and minor surgery are conducted.



- Attending healthcare professionals shall keep accurate records of patients and treatment, and shall immediately notify the Crook County Health Department contact and Sheriff's Office contact of all cases involving a communicable disease.

13. Security and crowd control:

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

14. Traffic control:

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

15. During all days and hours of the event, and for not less than ninety days thereafter, Permittee will maintain casualty insurance to cover claims relating to the event including but not limited to pre-event setup, the event itself, and post-event clean up activities.

- The insurance policy will include limits of as described in Crook County Code chapter 5.04.
- The insurance policy must be on a "per occurrence" basis and provide for the payment of claims within 180-days after the scheduled termination of the event.
- The Permittee will provide current copies of the policy to the County at no charge immediately upon request.
- The insurance policy must contain the complete statement "Crook County is named as an additional insured."

- The insurance policy may not be cancellable and must provide coverage against liability for death, injury, or disability of any person and for damage to property arising out of the event.
16. The Permittee agrees that it shall defend, indemnify and hold harmless Crook County, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with the outdoor social gathering, including any claims, demands, or judgments alleged by the permittee due to violations of the conditions of approval or this Chapter, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of the permittee, for its employees, servants, agents, or attendees.
  17. Periodic meetings: The Permittee will meet with County staff and their designees, wherein the property and all event facilities may be inspected:
    - At such times as the County may require due to conditions discovered at or before the Event.
  18. The Permittee consents to the personal jurisdiction of Oregon state courts for any matter related to the conduct of the social gathering.
  19. Conflict: In the event of conflict between this Permit and the terms of any other referenced document, including those incorporated herein but not including applicable law, the provisions of this Permit will control. Permittee will immediately notify the County upon discovery of any such conflict.
  20. Any attachment specified by this Permit may be subject to future revisions as the County may reasonably require due to changed circumstances since this Permit was originally issued.
  21. Within ten (10) days before the first day of the event, Permittee will have paid over to the County a deposit as required by Section 5.04.070(15) of the Crook County Code, in the amount of \$5,000.00.
  22. The business entity constituting the Permittee must remain registered and in good standing with the Oregon Secretary of State's office throughout the term of this Permit, including any post-event periods as described herein or in Chapter 5.04 of the Crook County Code.
  23. This Permit immediately becomes void in the event that Permittee (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or a proceeding or case is commenced, without the application or consent of Permittee, in any court of competent jurisdiction, seeking any of the foregoing, or an order for relief

against Permittee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

24. If the Permittee fails to meet any of the conditions of this Permit or applicable law, the County may terminate this Permit immediately upon notice to the Permittee, person in charge of the property, and/or the Property Owner, or their successors or assigns.

Issued by Crook County on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**For Crook County**

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Seth Crawford, County Judge

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