



# **CROOK COUNTY WORK SESSION AGENDA**

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

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

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

## **PUBLIC COMMENT**

## **DISCUSSION**

### **1. Crook County ODFW Sage Grouse Presentation**

Requester: Tim Deboodt

Presenters: Skyler Vold, ODF&W Sage-grouse Conservation Coordinator

### **2. State of Oregon Grant Funding Contract**

Requester: Casey Daly

### **3. Review of Landfill Operations Report**

Requester: Jeff Hurd

### **4. Letter of Support - Central Oregon Disaster Response Study**

Requester: Jeff Hurd

## **ADMINISTRATOR REPORT**

## **COURT MEMBER UPDATES**

## **EXECUTIVE SESSION**

- 5. ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed**

## **NOTICE AND DISCLAIMER**

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

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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.

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 08/03/2023 at 1:37 PM



# AGENDA ITEM REQUEST

**Date:**

08/01/23

**Meeting date desired:**

08/09/23

**Subject:**

ODF&W requesting time with Court to discuss new, draft sage grouse maps for habitat in Crook County.

**Background and policy implications:**

New maps and policy, when adopted could impact future development/activities on private lands in the areas included within the maps. Impacts could limit development. Impacts could also provide landowners with funding opportunities to improve rangelands.

**Budget/fiscal impacts:**

No know impact to County Budget

**Requested by:**

Tim Deboodt, County Natural Resources Coordinator and Andy Gallagher, District Manager, Crook County SWCD. Will VanVactor will also be present.

**Presenters:**

Skyler Vold, ODF&W Sage-grouse Conservation Coordinator. There maybe 1 or 2 other ODFW personal working on this project. 20-30 min.

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

None

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

N/A



# Oregon Sage-Grouse Conservation Assessment and Strategy Update & Habitat Revision, 2023

Project Overview

Oregon Department of Fish & Wildlife

August 2023



# Sage-Grouse: Life History



## Spring (Mar-Apr)

- Breeding at leks
- Nesting within 4 mi of leks

## Early Summer (May-June)

- Nesting
- Early brood rearing

## Late Summer (July-Sept)

- Late brood rearing

## Winter (Oct-Feb)

- Forage is exclusively sagebrush

- Long-lived (>5 years)
- Low productivity

- Strong fidelity to breeding and nesting areas

- Slow population recovery following habitat disturbance

# Sage-Grouse: Why do we monitor these populations?



## Sagebrush Ecosystem Indicator & Umbrella Species

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- Sagebrush obligate
- Require both sagebrush and healthy understory to persist





# Sage-Grouse: Why do we monitor these populations?

## Sagebrush Ecosystem Indicator & Umbrella Species

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- Sagebrush obligate
- Require both sagebrush and healthy understory to persist
- Serve as an indicator of general ecosystem health
- Population declines of GRSB reflect the health of the sagebrush ecosystem



# Sage-Grouse: Why do we monitor these populations?

---

- Significant long-term population declines in the Great Basin.
  - Declined **-42%** since 2002, **-59%** since 1985, and **-78%** since 1967.
  - USGS Open File Report, 2021





# Sage-Grouse: Why do we monitor these populations?

---

- Significant long-term population declines in the Great Basin.
  - Declined -42% since 2002, -59% since 1985, and -78% since 1967.
  - USGS Open File Report, 2021
- Sage-grouse were deemed 'warranted but precluded' for listing under the ESA in 2010.
- Conservation commitments by western states, especially Oregon, helped with the 2015 'not warranted for listing' decision by USFWS.





**GREATER SAGE-GROUSE CONSERVATION ASSESSMENT  
AND STRATEGY FOR OREGON:**  
A Plan to Maintain and Enhance Populations and Habitat

# Background

## Oregon Sage-Grouse Conservation Assessment and Strategy

- ODFW's plan for the conservation and management of sage-grouse.
- First developed in 2005.
- Last updated and adopted by the commission in 2011.



# GREATER SAGE-GROUSE CONSERVATION ASSESSMENT AND STRATEGY FOR OREGON: A Plan to Maintain and Enhance Populations and Habitat

## Background

### Oregon Sage-Grouse Conservation Assessment and Strategy

- ODFW's plan for the conservation and management of sage-grouse.
- First developed in 2005.
- Last updated and adopted by the commission in 2011.
- The CAAS formed the basis for Oregon's Sage-Grouse State Action Plan, Executive Order, and associated administrative rules in 2015.



# GREATER SAGE-GROUSE CONSERVATION ASSESSMENT AND STRATEGY FOR OREGON: A Plan to Maintain and Enhance Populations and Habitat

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- First developed in 2005.
- Last updated and adopted by the commission in 2011.
- The CAAS formed the basis for Oregon's Sage-Grouse State Action Plan, Executive Order, and associated administrative rules in 2015.
- The 2011 document describes the process for defining and delineating sage-grouse core & low-density habitats.



# GREATER SAGE-GROUSE CONSERVATION ASSESSMENT AND STRATEGY FOR OREGON: A Plan to Maintain and Enhance Populations and Habitat

## Background

### Oregon Sage-Grouse Conservation Assessment and Strategy

- ODFW's plan for the conservation and management of sage-grouse.
- First developed in 2005.
- Last updated and adopted by the commission in 2011.
- The CAAS formed the basis for Oregon's Sage-Grouse State Action Plan, Executive Order, and associated administrative rules in 2015.
- The 2011 document describes the process for defining and delineating sage-grouse core & low-density habitats.
- The population and habitat objectives are defined in the CAAS.



# Providing Context for the Update

What are the sage-grouse habitat layers and why are they important?

## ***Core Sage-Grouse Habitat***

- In 2011, ODFW delineated sage-grouse habitats necessary to conserve **90%** of Oregon's sage-grouse population, defined as 'Core Areas'.

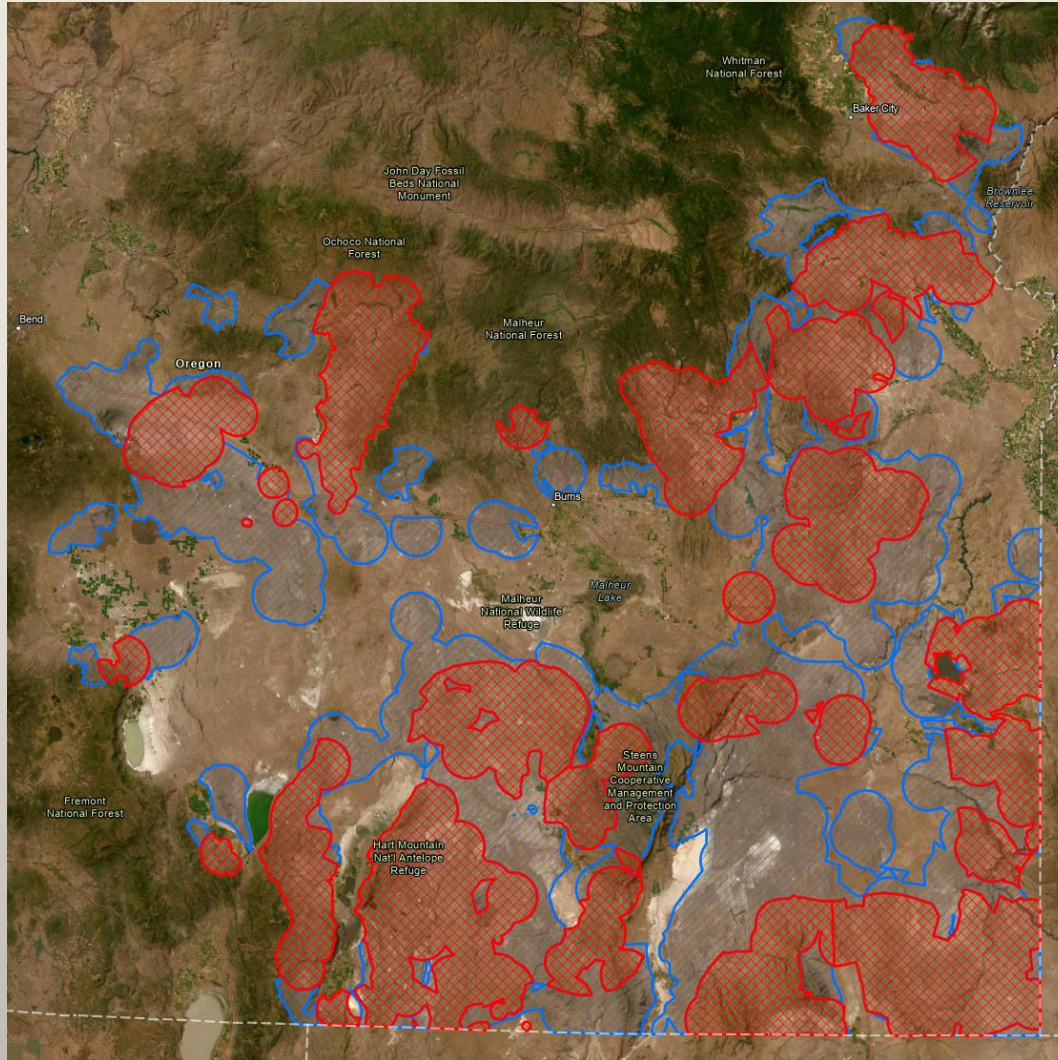
## ***Low-Density Habitat***

- Additional areas which provide breeding, summer, and migratory habitats for sage-grouse were also delineated.



# Providing Context for the Update

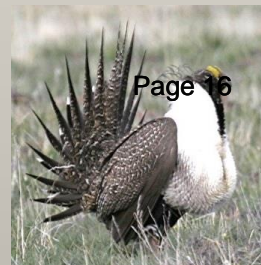
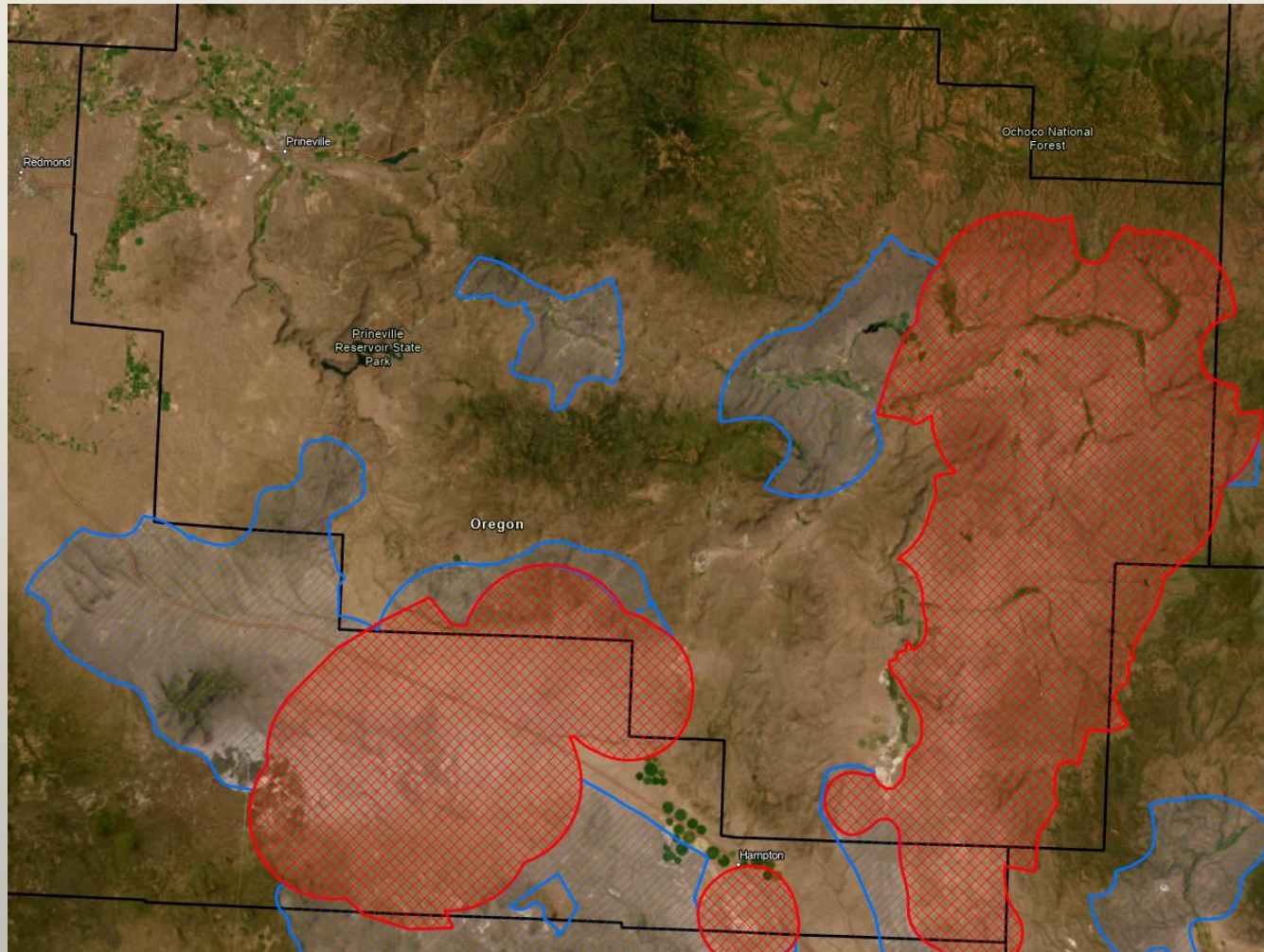
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What are the sage-grouse habitat layers and why are they important?

## *Implications for land use in sage-grouse habitat*

- OAR 660-023-0115: Greater Sage-Grouse
  - Defines Core and Low-Density Habitats in accordance with the 2011 Sage-Grouse CAAS.



# Providing Context for the Update

What are the sage-grouse habitat layers and why are they important?

## *Implications for land use in sage-grouse habitat*

- OAR 660-023-0115: Greater Sage-Grouse
  - Defines Core and Low-Density Habitats in accordance with the 2011 Sage-Grouse CAAS.

## *Implications for conservation actions in sage-grouse habitat*

- Local Implementation Team project prioritization, NRCS SGI enrollment, grant funding opportunities, etc.





# Providing Context for the Update

What are the sage-grouse habitat layers and why are they important?

- Oregon 2011 Sage-Grouse Conservation Assessment and Strategy
  - Defines document updates

At the direction of the Oregon Fish and Wildlife Commission or the Oregon Sage-Grouse and Sagebrush Habitat Conservation Team, **this document may be updated as new information is collected** on the life-history of sage-grouse in Oregon or across the range of the species. [Pg. 4]



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What are the sage-grouse habitat layers and why are they important?

- Oregon 2011 Sage-Grouse Conservation Assessment and Strategy
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At the direction of the Oregon Fish and Wildlife Commission or the Oregon Sage-Grouse and Sagebrush Habitat Conservation Team, **this document may be updated as new information is collected** on the life-history of sage-grouse in Oregon or across the range of the species. [Pg. 4]

- Recommends updating habitat maps as new information becomes available

*General.* **Core Area maps will be updated as new information is obtained on winter habitat use, lek distribution, disturbance thresholds from various types of development, and success of mitigation measures.** It is anticipated that such maps will be reviewed and potentially updated as new and substantial biological information is acquired or concomitant with updates to this plan. [Pg. 85]



# Providing Context for the Update

Why update the sage-grouse habitat layers now?

- Over **150 new** leks have been discovered in Oregon since 2010.
- Research projects have contributed over **1 million** new sage-grouse GPS locations.
- New sage-grouse habitat suitability models are available.
- Align with BLM's Sage-Grouse Approved Resource Management Plan Amendment process.



# What's been done? Habitat Update



**Scoping.** March 2022. *Status: Completed.*

- ODFW sent scoping letters to notify our partners of ODFW's intent to update the core and low-density habitat maps.

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**Phase 1.** The Model: March–December 2022. *Status: Completed.*

- The 2011 CAAS defines the model used for mapping core and low-density sage-grouse habitat in Oregon [pages 79–88].
- The 2023 habitat revision utilized this 2011 modeling process, but incorporated new data collected over the past 12 years.



# What's been done? Habitat Update



**Scoping.** March 2022. *Status: Completed.*

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**Phase 1.** The Model: March–December 2022. *Status: Completed.*

- Model inputs:
  - Leks
    - Leks with >1 male during 2015–2022 (n=664)
    - Buffered 4 mi or 5.3 mi
  - Connectivity Habitat
    - Generated 75% (local corridor) and 90% (seasonal corridor) KDEs from leks
    - Clipped to GRSG occupied habitat (Doherty et al. 2016)\*
  - Winter Habitat
    - 90% KDEs from marked sage-grouse, Nov-Feb 1997–2022

# What's been done? Habitat Update



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- The 2023 habitat revision utilized this 2011 modeling process, but incorporated new data collected over the past 12 years.

**Phase 2.** ODFW Internal Review: January–May 2023. *Status: Completed.*

- Each adjustment to the revised habitat boundaries required a biological justification and followed specific criteria that were developed for this phase of the process.

# What's been done? Habitat Update



**Phase 2.** ODFW Internal Review: January–May 2023. *Status: Completed.*

- Criteria for boundary adjustments:
  1. Unincorporated communities, towns, and cities were buffered to 0.8 km and removed from sage-grouse core and low-density habitat.
    - Aside from towns and unincorporated communities, donut holes were not made during the boundary adjustment phases of the habitat revision.

# What's been done? Habitat Update



**Phase 2.** ODFW Internal Review: January–May 2023. *Status: Completed.*

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- Aside from towns and unincorporated communities, donut holes were not made during the boundary adjustment phases of the habitat revision.

2. **Considerations for:**

- Pivots and developed agriculture,
- Areas of heavy pine or juniper cover (generally >25%),
- Areas lacking sagebrush cover (e.g., dry desert playas, lava rock, historic wildfire, lakes/reservoirs),
- Areas of rugged topography (e.g., steep slopes, rock-dominated terrain).

# What's been done? Habitat Update



**Phase 2.** ODFW Internal Review: January–May 2023. *Status: Completed.*

- **Criteria for boundary adjustments:**

1. Unincorporated communities, towns, and cities were buffered to 0.8 km and removed from sage-grouse core and low-density habitat.
  - Aside from towns and unincorporated communities, donut holes were not made during the boundary adjustment phases of the habitat revision. Modifications were made only to boundaries.
2. **Considerations for:**
  - Pivots and developed agriculture,
  - Areas of heavy pine or juniper cover (generally >25%),
  - Areas lacking sagebrush cover (e.g., dry desert playas, lava rock, historic wildfire, lakes/reservoirs),
  - Areas of rugged topography (e.g., steep slopes, rock-dominated terrain).

I. No donut holes.

II. Core --> Low-density

III. Low-density --> Non-habitat

Exceptions occurred in areas of known sage-grouse use (ex., GPS-marked birds)



# What's been done? Habitat Update



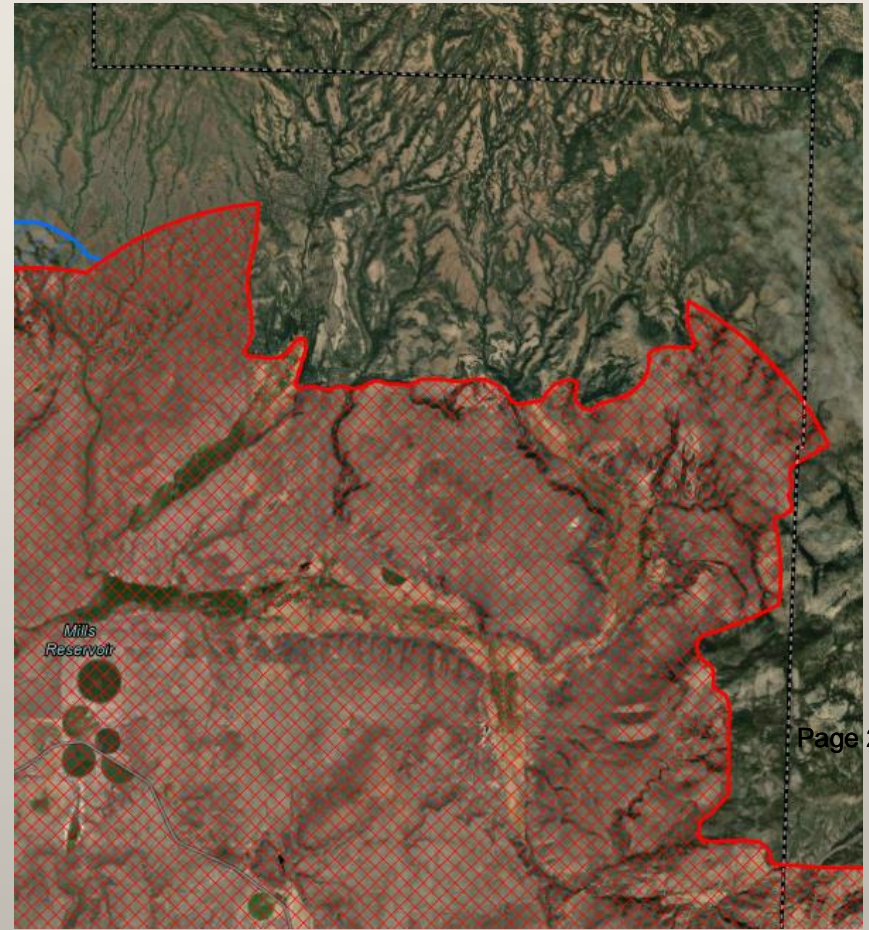
**Phase 2.** ODFW Internal Review: January–May 2023. *Status: Completed.*

- Example of an area in northeastern Crook County:

As modeled:



After District review:





# What's been done? Habitat Update



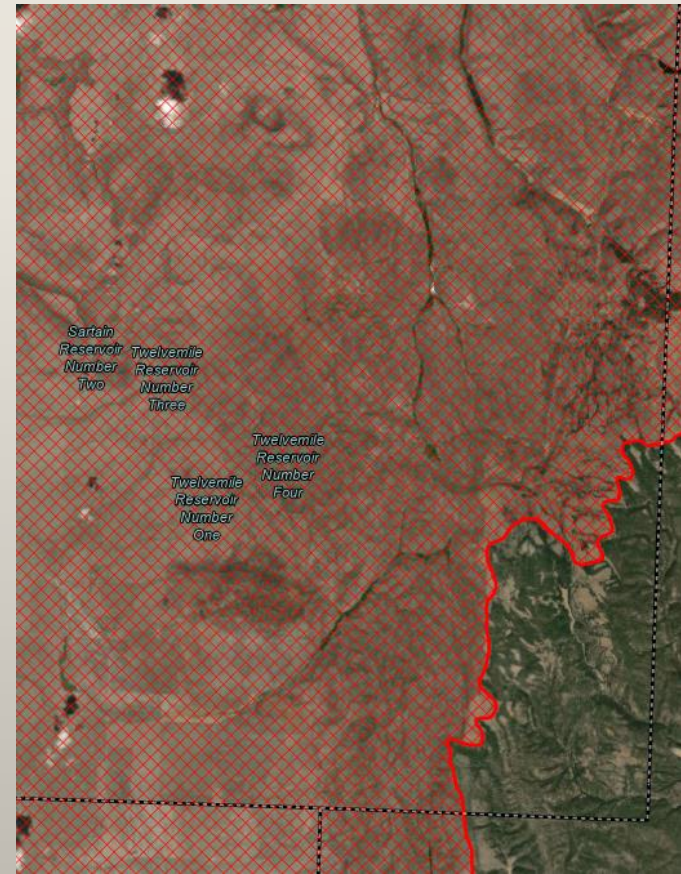
**Phase 2.** ODFW Internal Review: January–May 2023. *Status: Completed.*

- Example of an area in southeastern Crook County:

As modeled:



After District review:





# What's been done? Habitat Update



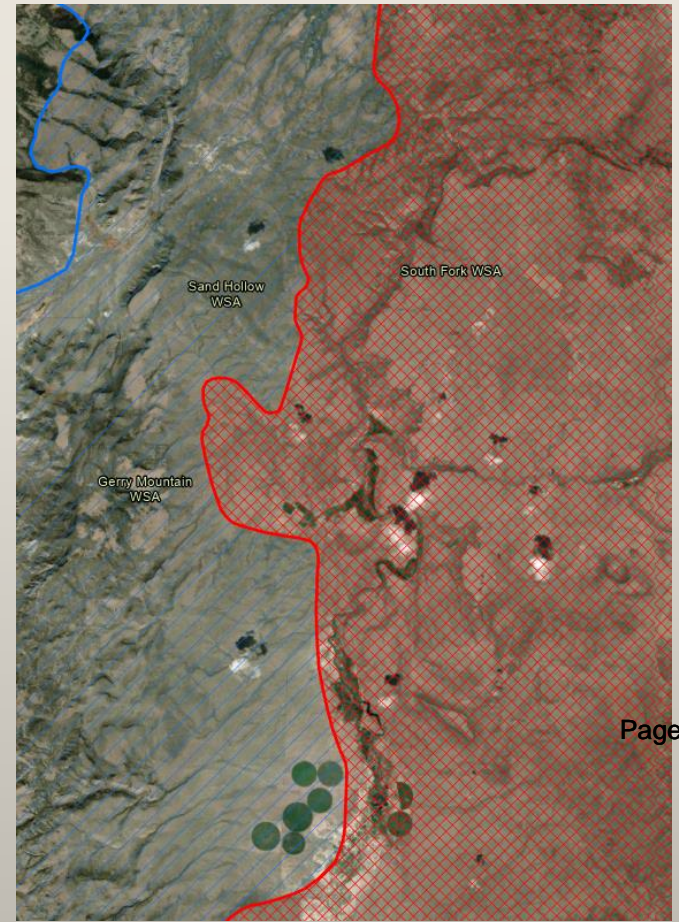
**Phase 2.** ODFW Internal Review: January–May 2023. *Status: Completed.*

- Example of an area west of the South Fork:

As modeled:



After District review:



# What's been done? Habitat Update



**Phase 2.** ODFW Internal Review: January–May 2023. *Status: Completed.*

- In general, the core and low-density boundary adjustments in Phase 2 removed areas of modeled habitat from the maps.
- In some cases, District Biologists added core or low-density habitat in areas that were not included during the modeling process but were supported by data.
  - Similarly, each of these boundary modifications required a biological justification.



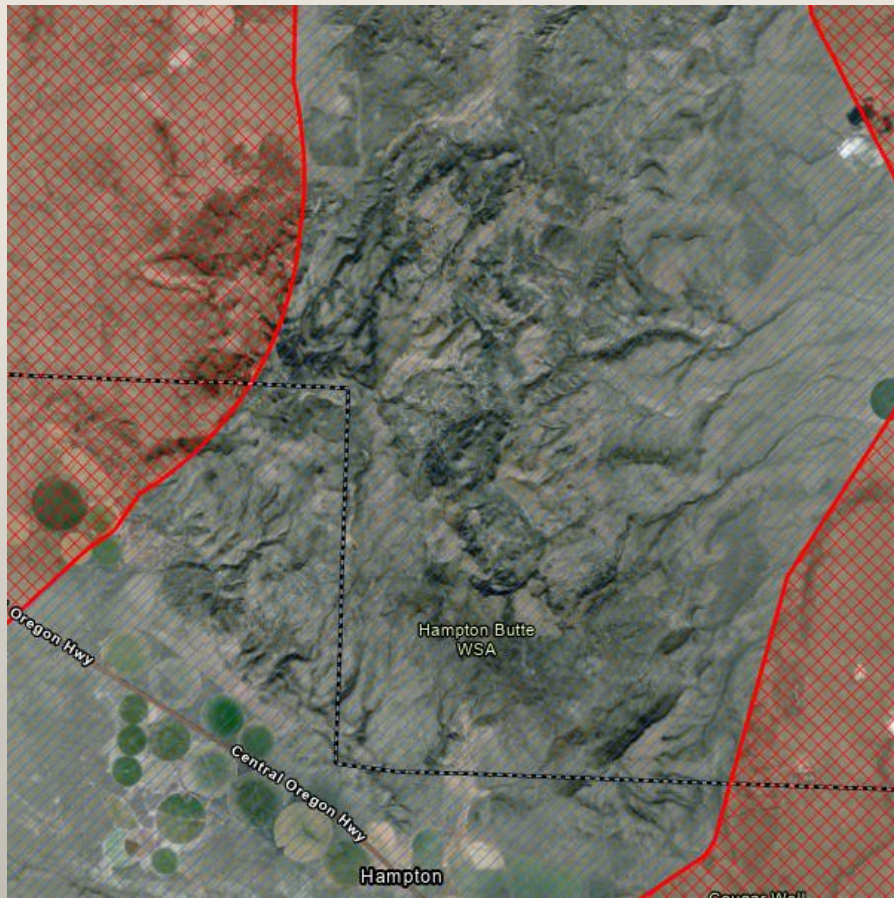
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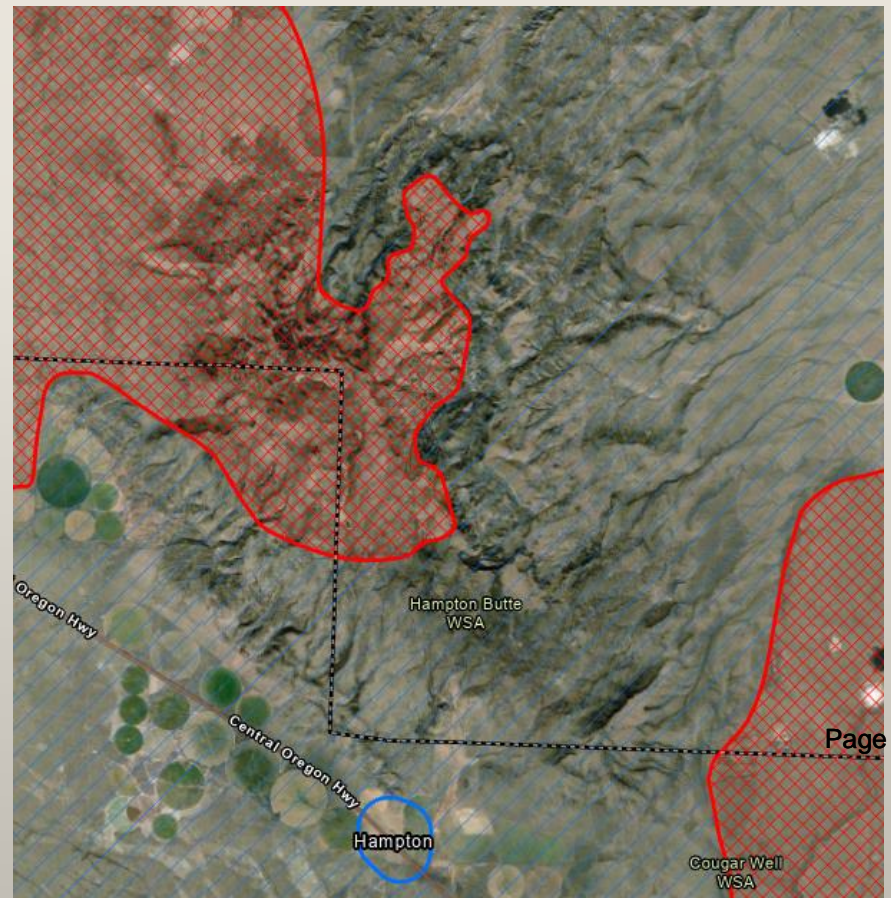
**Phase 2.** ODFW Internal Review: January–May 2023. *Status: Completed.*

- Example of using GPS data around Hampton Butte:

As modeled:



After District review:





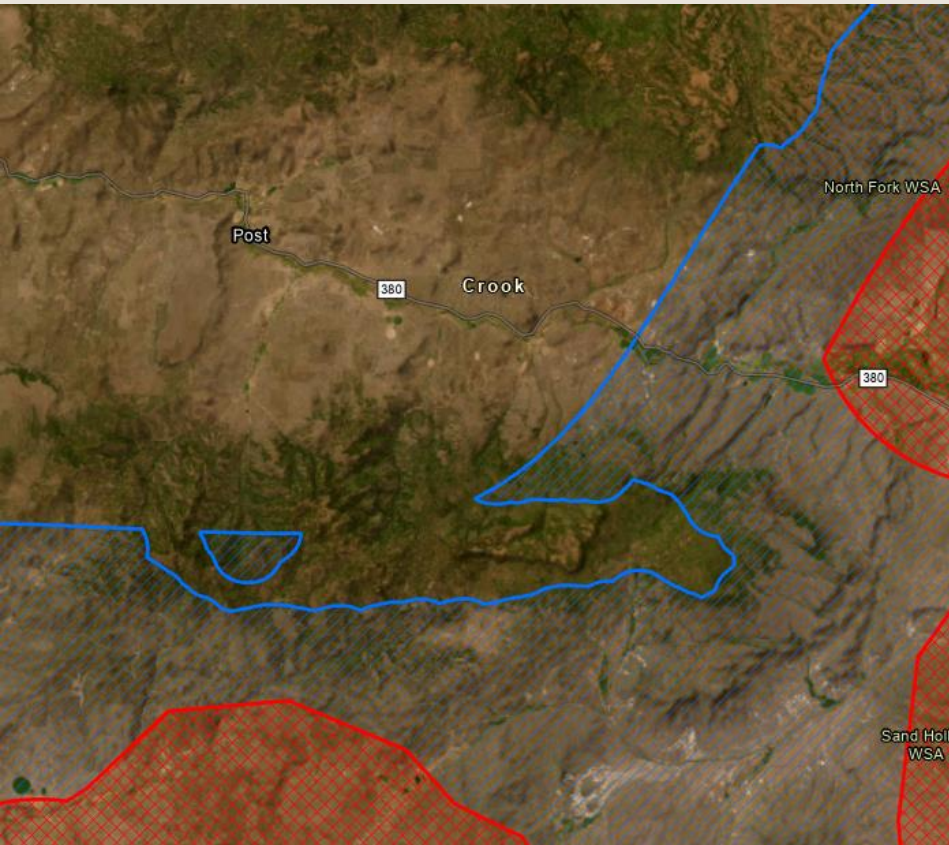
# What's been done? Habitat Update



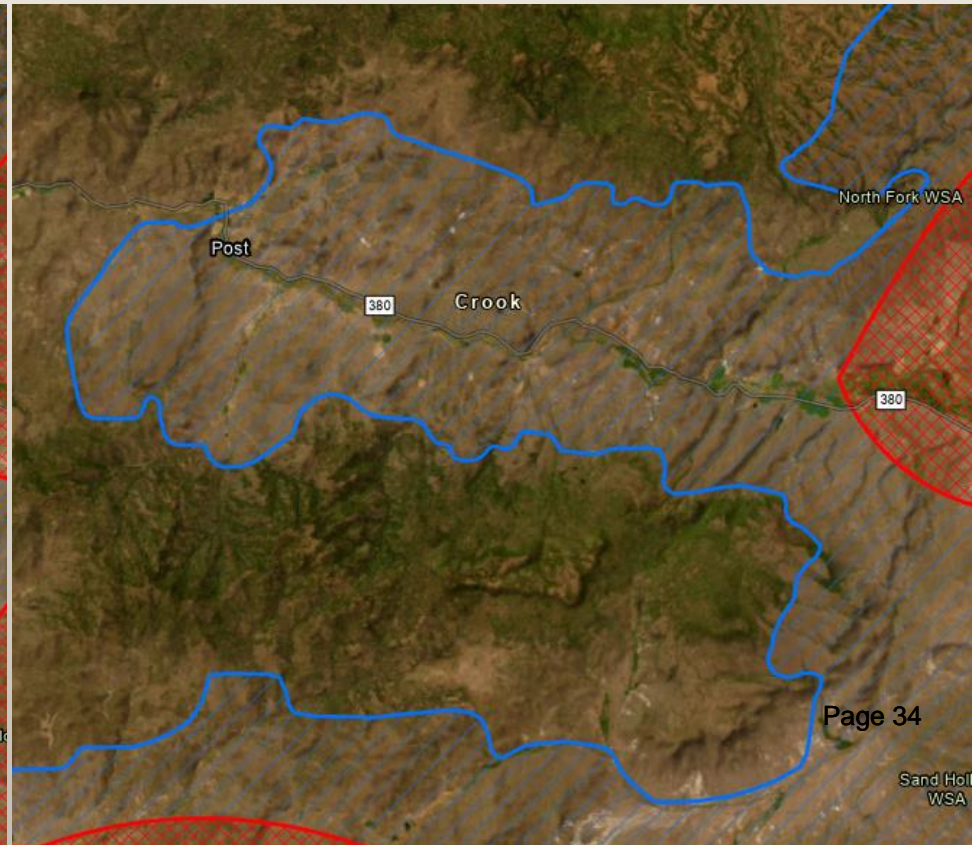
**Phase 2.** ODFW Internal Review: January–May 2023. *Status: Completed.*

- Example of an area around Post:

As modeled:



After District review:





# What's been done? Habitat Update



**Phase 2.** ODFW Internal Review: January–May 2023. *Status: Completed.*

- In general, the core and low-density boundary adjustments in Phase 2 removed areas of modeled habitat from the maps.
- In some cases, District Biologists added core or low-density habitat in areas that were not included during the modeling process but were supported by data.
  - Similarly, each of these boundary modifications required a biological justification.

## **Acreage summary:**

- District biologists carefully reviewed the modeled habitat, pairing local knowledge with fine-scale satellite imagery, sage-grouse GPS data, etc.
- During this process, ~500,000 acres of unjustified core habitat and ~100,000 acres of unjustified low-density habitat were removed from the maps.

# What's been done? Habitat Update



**Scoping.** March 2022. *Status: Completed.*

- ODFW sent scoping letters to notify our partners of ODFW's intent to update the core and low-density habitat maps.

**Phase 1.** The Model: March–December 2022. *Status: Completed.*

- The 2011 CAAS defines the model used for mapping core and low-density sage-grouse habitat in Oregon [pages 79–88].
- The 2023 habitat revision utilized this 2011 modeling process, but incorporated new data collected over the past 12 years.

**Phase 2.** ODFW Internal Review: January–May 2023. *Status: Completed.*

- Each adjustment to the revised habitat boundaries required a biological justification and followed specific criteria that were developed for this phase of the process.

**Phase 2.5.** Cooperating Agency Review: June 2023. *Status: Completed.*

- Followed the criteria developed for Phase 2 of the process.

# Where are we now? Habitat Update

**Phase 3.** Partner and Public Review: July–September 2023.

- As in Phase 2, each adjustment to the revised habitat boundaries will require a biological justification and will follow the criteria developed for Phase 2 of the process.

**Formal Comment Period.** July–December 2023.

- A formal comment period will be open from July through the December ODFW Commission Meeting.



# Where are we headed? Habitat Update

## **Phase 3.** Partner and Public Review: July–September 2023.

- As in Phase 2, each adjustment to the revised habitat boundaries will require a biological justification and will follow the criteria developed for Phase 2 of the process.

## **Formal Comment Period.** July–December 2023.

- A formal comment period will be open from July through the December ODFW Commission Meeting.

## **Phase 4.** Revise Habitat Maps following Partner Review: October–November 2023.

- Deadline is September 22<sup>nd</sup> – Give ODFW time to review suggested edits and justifications.



# Where are we headed? Habitat Update

## **Phase 3.** Partner and Public Review: July–August 2023.

- As in Phase 2, each adjustment to the revised habitat boundaries will require a biological justification and will follow the criteria developed for Phase 2 of the process.

## **Formal Comment Period.** July–December 2023.

- A formal comment period will be open from July through the December ODFW Commission Meeting.

## **Phase 4.** Revise Habitat Maps following Partner Review: September–November 2023.

## **Commission Review.** December 15, 2023.

- Present the updated core and low-density sage-grouse habitat maps to the Oregon Fish and Wildlife Commission for review.



# Where are we now? Plan Update

## GREATER SAGE-GROUSE CONSERVATION ASSESSMENT AND STRATEGY FOR OREGON:

A Plan to Maintain and Enhance Populations and Habitat

**Scoping.** March 2022. *Status: Completed.*

- ODFW sent scoping letters to notify our partners of ODFW's intent to update the Conservation Assessment and Strategy.

**Update.** February–August 2023. *Status: Ongoing.*

- Update the CAAS with new science, information, and data relevant to sage-grouse conservation in Oregon.





# Where are we headed? Plan Update

**Formal Comment Period.** July–December 2023.

- A formal comment period will be open from July through the December ODFW Commission Meeting.

**Partner Review.** September–October 2023.

- ODFW will publish the draft chapters of the CAAS for partner and public review and comment as these chapters are completed.



# Where are we headed? Plan Update

**Formal Comment Period.** July–December 2023.

- A formal comment period will be open from July through the December ODFW Commission Meeting.

**Partner Review.** September–October 2023.

- ODFW will publish the draft chapters of the CAAS for partner and public review and comment as these chapters are completed.

**Revise.** October–November 2023.

- ODFW will review comments received from our partners and will produce our final draft of the CAAS to present to the Oregon Fish and Wildlife Commission.



# Where are we headed? Plan Update

**Formal Comment Period.** July–December 2023.

- A formal comment period will be open from July through the December ODFW Commission Meeting.

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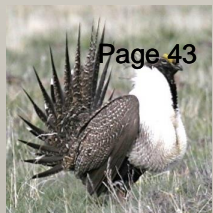
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**Revise.** October–November 2023.

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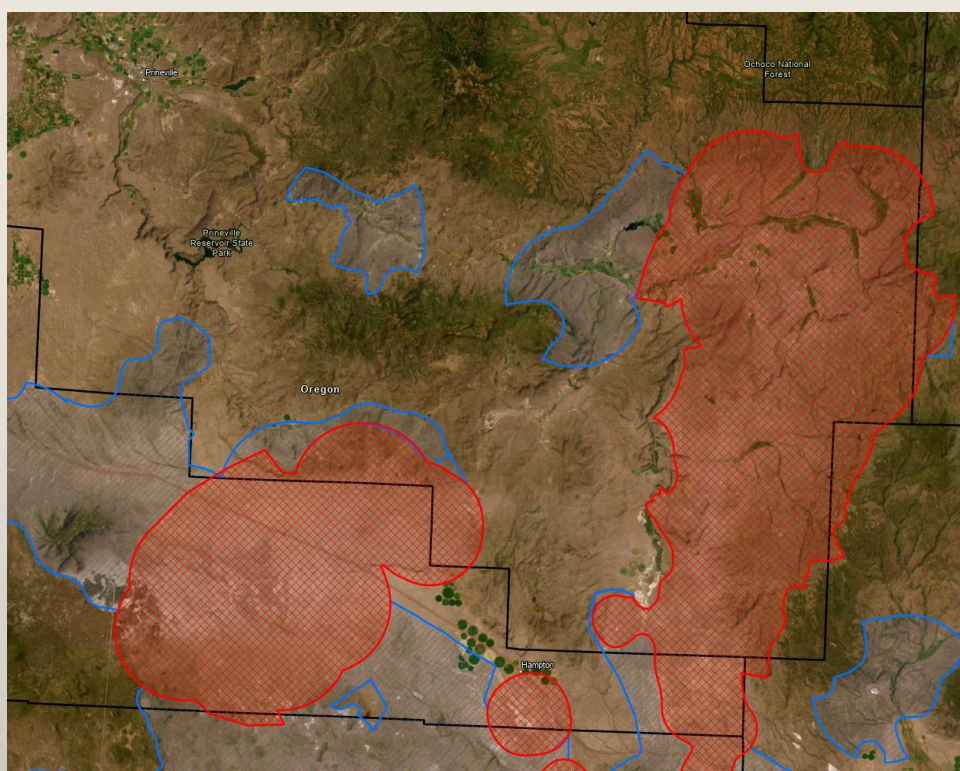
**Commission Review.** December 15, 2023.

- Present the updated CAAS to the Oregon Fish and Wildlife Commission for review.

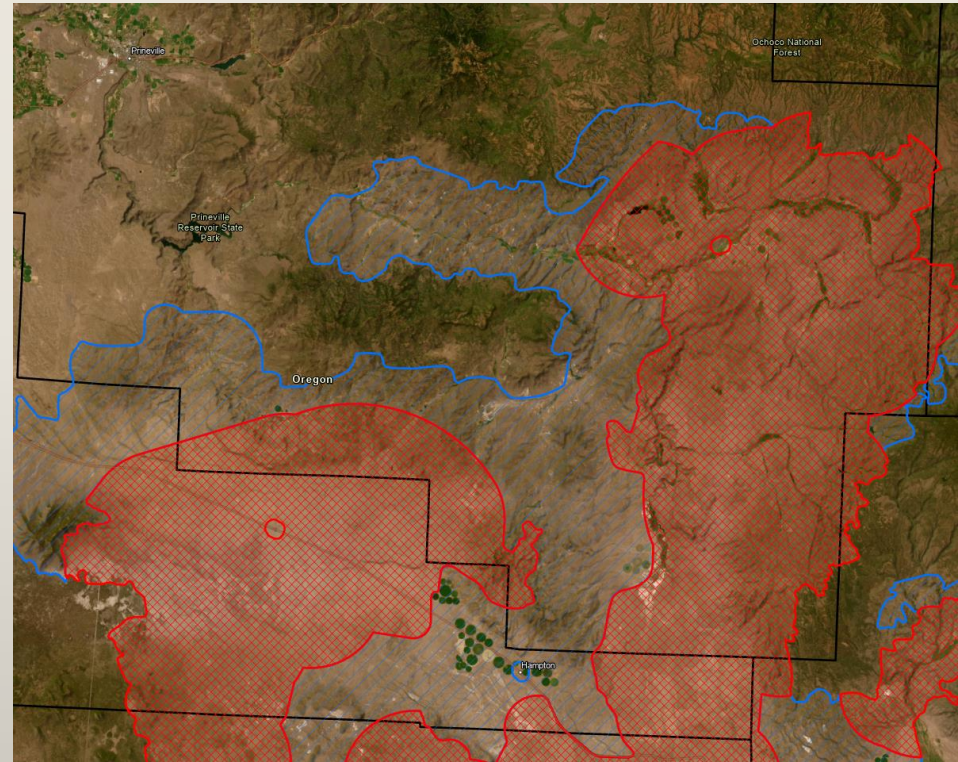


# Next Steps – Seeking Partner Input

- We need your input to ensure the revised maps accurately represent sage-grouse habitat in Oregon.



2011 Habitat



Draft 2023 Habitat

# Crook County Acreage Change

|                     |             | 2011    | 2023    | Change  |
|---------------------|-------------|---------|---------|---------|
| <b>Core Habitat</b> |             | 424,965 | 524,445 | 99,480  |
|                     | <b>BLM</b>  | 137,087 | 187,145 | 50,058  |
|                     | <b>PV</b>   | 267,640 | 324,498 | 56,858  |
|                     | <b>ST</b>   | 5,253   | 5,640   | 387     |
|                     | <b>USFS</b> | 14,984  | 7,162   | -7,822  |
| <b>Low-Density</b>  |             | 140,851 | 340,681 | 199,830 |
|                     | <b>BLM</b>  | 44,830  | 171,589 | 126,759 |
|                     | <b>PV</b>   | 93,411  | 158,968 | 65,557  |
|                     | <b>ST</b>   | 0       | 0       | 0       |
|                     | <b>USFS</b> | 2,609   | 10,125  | 7,516   |
| <b>All Habitat</b>  |             | 565,816 | 865,126 | 299,310 |
|                     | <b>BLM</b>  | 181,917 | 358,734 | 176,817 |
|                     | <b>PV</b>   | 361,051 | 483,466 | 122,415 |
|                     | <b>ST</b>   | 5,253   | 5,640   | 387     |
|                     | <b>USFS</b> | 17,593  | 17,287  | -306    |



# Next Steps – Seeking Partner Input

- We need your input to ensure the revised maps accurately represent sage-grouse habitat in Oregon.
- View the revised maps:

[SageCon Landscape Planning Tool](#)



**SageCon Landscape Planning Tool**





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- Submit your input on our website.

[https://www.dfw.state.or.us/wildlife/sagegrouse/cas\\_update\\_2023.asp](https://www.dfw.state.or.us/wildlife/sagegrouse/cas_update_2023.asp)



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- Or email: [SageGrouse.Plan@odfw.Oregon.gov](mailto:SageGrouse.Plan@odfw.Oregon.gov)

More information available on our website.

**Thank you!**



# Questions?

**Feel free to reach out!**

Email ODFW Sage-Grouse Planning Team

↘ [SageGrouse.Plan@odfw.Oregon.gov](mailto:SageGrouse.Plan@odfw.Oregon.gov) ↘

**Thank you!**



## AGENDA ITEM REQUEST



**Date:**

July 27, 2023

**Meeting date desired:**

August 9, 2023 Work Session

**Subject:**

State of Oregon Grant Funding Contract

**Background and policy implications:**

Jockey Room Improvements Grant Funding.

**Budget/fiscal impacts:**

Part one of the \$277,777.00 grant for improvements of Jockey Room.

TIME SENSITIVE: GRANT SIGNATURE NEEDED BY AUGUST 15, 2023

**Requested by:**

Casey Daly - Fairgrounds

**Presenters:**

Casey Daly - Fairgrounds

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

County Counsel requested further discussion of contract section 4 D and G with County Court.

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

N/A

**STATE OF OREGON  
COUNTY FAIRGROUNDS CAPITAL IMPROVEMENTS  
GRANT AGREEMENT**

Contract Number: C2023258

Project Name: Jockey Room

This grant agreement ("Contract") is between the State of Oregon, acting through its Oregon Business Development Department ("OBDD"), and Crook County ("Recipient"). This Contract becomes effective only when fully signed and approved as required by applicable law ("Effective Date").

This Contract includes Exhibit A - Project Description.

Pursuant to Oregon Laws 2021, Chapter 669, Section 202 (the "Act"), OBDD is authorized to make grants for county fair capital improvements.

**SECTION 1 - KEY TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$277,777.

**Project Completion Deadline:** 06 February 2026

**SECTION 2 - FINANCIAL ASSISTANCE**

- A. OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.
- B. Conditions Precedent. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
  - (1) This Contract duly signed by an authorized officer of Recipient; and
  - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- C. Financing Availability. OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates 90 days after the Project Completion Deadline. Activities occurring after that date are the sole responsibility of Recipient.
- D. Unexpended Grant Funds. Any Grant funds that remain after all authorized disbursements or the date this Contract is terminated will be retained by the State of Oregon.
- E. Use of Grant funds. The Recipient shall use the Grant funds only for actual, reasonable and necessary Project costs for the activities described in Exhibit A ("Project"). Grant funds cannot be used for costs in excess of one hundred percent (100%) of the total Project costs.

**SECTION 3 - DISBURSEMENT**

- A. Initial Disbursement followed by Reimbursement. OBDD will disburse 20% of the Grant to Recipient promptly after full execution of this Contract. Thereafter, Grant funds will be disbursed to

Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit a disbursement request for the Grant funds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request"), but not more frequently than once per month. Each Disbursement Request must be accompanied by a progress report as required by Section 5A(6).

B. Conditions to Disbursements. OBDD has no obligation to disburse Grant funds unless:

- (1) OBDD has sufficient funds currently available for this Contract; and OBDD has received appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.
- (2) For disbursements following the initial disbursement, OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, and (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Project costs.
- (3) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
- (4) All other conditions precedent under this Contract are met.
- (5) There is no Event of Default by Recipient.

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| <b>SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT</b> |
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Recipient represents and warrants to OBDD as follows:

A. Organization and Authority.

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

B. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient



has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

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

#### **SECTION 5 - COVENANTS OF RECIPIENT**

- A. Project Completion Obligations. Recipient covenants that it shall:

- (1) Complete the Project using its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (2) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
- (3) Provide a copy of the bid tabulation and notice of award to OBDD within ten (10) days after selecting a construction contractor.
- (4) Permit OBDD to conduct inspection of the Project at any time.
- (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (6) Deliver a progress report on the Project along with each Disbursement Request, in form as provided by or approved by OBDD.
- (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

- B. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

- C. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the facilities or infrastructure of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) All federal or state tax laws applicable to Recipient's implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- (2) State procurement laws found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C.
- (3) State labor standards and prevailing wage rate requirements found in ORS Chapter 279C.
- (4) ORS 280.518 requiring public display of information on Lottery funding of the project. Recipient shall include the following statement, prominently placed, on all plans, reports, bid documents and advertisements relating to the Project:

“This Project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department.”

These laws and their respective implementing rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

- D. Ownership of Project. The Project will be owned by Recipient for not less than twenty (20) years following the Project Completion Deadline. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 2017-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements for not less than twenty (20) years following the Project Completion Deadline. On or before the Project Completion Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance; Damage. For a period of not less than twenty (20) years following the Project Completion Deadline, the Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity.
- G. Sales, Leases and Encumbrances. For a period of not less than twenty years following the Project Completion Deadline, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days’ prior written notice from Recipient. Such consent may require receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term “Bond Counsel” means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds.
- H. Books and Records; Inspections; Information. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient. The Recipient shall permit OBDD and their duly authorized representatives, and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts,

disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require, including cooperation with OBDD to provide all necessary financial information and records to comply with statutory reporting requirements.

- I. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Financing Availability Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- J. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- K. Contributory Liability and Contractor Indemnification.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regard to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("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 Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

L. **Disadvantaged Business Enterprises.** ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors200.html](https://www.oregonlegislature.gov/bills_laws/ors/ors200.html). Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

M. **Exclusion of Interest from Federal Gross Income and Compliance with Code.**

(1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse Grant funds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.

(2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Grant funds or (b) the Project financed or refinanced with the Grant funds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Grant funds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Grant funds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

(3) The Recipient shall not directly or indirectly use or permit the use of any of the Grant funds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

(5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Grant funds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.

(6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of Grant funds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.

(7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive payment of the Lottery Bonds, and the interest thereon, including the application of any unexpended Grant funds. The Recipient acknowledges that the Project may be funded with the proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.

(8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R.s §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

#### SECTION 6 - DEFAULT

Any of the following constitutes an "Event of Default":

- A. **Misleading Statement**. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. **Failure to Perform**. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- C. **OBDD Default**. OBDD fails to perform any obligation required under this Contract and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to OBDD by Recipient. Recipient shall agree in writing to an extension of time if it reasonably determines OBDD instituted and has diligently pursued corrective action.

## SECTION 7 - REMEDIES

- A. **OBDD Remedies.** Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from OBDD. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon OBDD's demand. OBDD may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. **Recipient Remedies.** In the event of default by OBDD, Recipient's sole remedy will be for disbursement of Grant funds as required and eligible under this Contract, not to exceed the total Grant Amount, less any claims OBDD has against Recipient.

## SECTION 8 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 7, OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If OBDD anticipates a shortfall in applicable revenues or OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

## SECTION 9 - MISCELLANEOUS

- A. **No Implied Waiver.** No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. **Choice of Law: Designation of Forum: Federal Forum.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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



Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director  
Oregon Business Development Department  
775 Summer Street NE Suite 200  
Salem, OR 97301-1280

If to Recipient: Fairgrounds Manager  
Crook County  
1280 South Main Street  
Prineville, OR 97754

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally

available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 5, 6, 7, 9.B, 9.C, and 9.L.

K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

L. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

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



**STATE OF OREGON**  
acting by and through its  
Oregon Business Development Department



**CROOK COUNTY**

By: \_\_\_\_\_  
Chris Cummings, Deputy Director

By: \_\_\_\_\_  
Seth Crawford, County Judge

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

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

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
/s/ Wendy Johnson per email dated 09 June 2023  
Wendy Johnson, Senior Assistant Attorney General

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| <b>EXHIBIT A - PROJECT DESCRIPTION</b> |
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The Recipient will make capital improvements at its county fairgrounds.

“Capital improvements” means the construction, modification, replacement, repair, remodeling or renovation of a structure, or addition to a structure, that is expected to have a useful life of more than one year, and may include, but is not limited to:

- (i) Acquisition of land, or a legal interest in land, in conjunction with a structure.
- (ii) Acquisition, installation of machinery or equipment, furnishings or materials that will become an integral part of a structure.
- (iii) Activities related to the construction, modification, replacement, repair, remodeling or renovation of a structure, including planning, design, authorizing, issuing, carrying or repaying interim or permanent financing, research, land use and environmental impact studies, acquisition of permits or licenses or other services connected with the structure.
- (iv) Acquisition of existing structures, or legal interests in structures, in conjunction with the capital improvements.

“Capital improvements” does not include:

- (i) Maintenance and repairs, the need for which could be reasonably anticipated;
- (ii) Supplies and equipment that are not intrinsic to the structure; or
- (iii) Furnishings, unless the furnishings are acquired in connection with the acquisition, construction, remodeling or renovation of a structure, or the repair of a structure that is required because of damage or destruction of the structure.

### 3. Deposit Option Notification form

Please refer to the attached Checklist of Contract Documents and Instructions for handling the above documents. We will not be able to execute your contract until we have all these documents.

You will have **60 days** to have the contract signed and sent forward to me for execution. Please review your contract carefully before you send it back to us with the authorized signature on behalf of the county.

We look forward to the success of your project and wish to extend any help you need. Please contact me at 503-910-6268 or [emilee.cooke@biz.oregon.gov](mailto:emilee.cooke@biz.oregon.gov) if you have any questions about the contract, the financing documents, or your project.

Thank you,

**Emilee Cooke (She/Her)**  
Project Assistant Coordinator  
Infrastructure and Program Services  
**Business Oregon** | [biz.oregon.gov](http://biz.oregon.gov)  
503-910-6268 mobile



[CAUTION: This email originated from outside of the organization. DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe]

## DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department  
775 SUMMER ST NE STE 200 SALEM OR 97301-1280

Crook County

Recipient

Jockey Room

Federal Tax ID Number

C2023258

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

### Method I - Electronic Funds Transfer (EFT)

#### Private Sector or Government Entities

- ☐ **Use New EFT Account:** A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

*Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:*

*Oregon Department of Administrative Services*

*SFMS Operations / ACH Coordinator*

*1225 Ferry Street SE, FL 2*

*SALEM OR 97301-3970*

*Get the form here:* [www.oregon.gov/das/Financial/AcctgSys/Documents/ACH\\_Enrollment\\_Form.pdf](http://www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf)

- ☐ **Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

### Method II - Local Government Investment Pool (LGIP)

#### Government Entities Only

- ☐ Transfer funds to the Oregon State Treasury Local Government Investment Pool by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number \_\_\_\_\_.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_

Title(s) \_\_\_\_\_

Date

Telephone Number

Fax Number

| Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards  |   |
|---|---|
| <b>Recipient</b><br><b>Crook County</b>   | <b>Project Number</b><br><b>C2023253</b>  |
| <b>Signatures of Delegated Authorized Individuals to Request Payments</b><br><small>(Two signatures are required to request disbursement of funds)</small>  |   |
| <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 5px;">Typed Name and Title</div> <div style="display: flex; justify-content: space-between;"> <span>(1) a</span> <span>(1) b</span> </div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 5px;">Signature (Highest Elected Official must <u>not</u> sign here)</div>   | <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 5px;">Typed Name and Title</div> <div style="display: flex; justify-content: space-between;"> <span>(1) b</span> <span>(1) c</span> </div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 5px;">Signature (Highest Elected Official must <u>not</u> sign here)</div> |
| <b>Additional Signatures (if desired)</b>   |   |
| <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 5px;">Typed Name and Title</div> <div style="display: flex; justify-content: space-between;"> <span>(1) c</span> <span>(1) d</span> </div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 5px;">Signature (Highest Elected Official must <u>not</u> sign here)</div>   | <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 5px;">Typed Name and Title</div> <div style="display: flex; justify-content: space-between;"> <span>(1) d</span> <span>(1) e</span> </div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 5px;">Signature (Highest Elected Official must <u>not</u> sign here)</div> |
| <b>I certify that the signatures above are of the individuals authorized to draw funds for the cited project.</b><br><br><div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 5px;">Typed Name, Title and Date</div> <div style="display: flex; justify-content: space-between;"> <span>(2)</span> <span>(3)</span> </div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 5px;">Signature of Highest Elected Official or duly authorized official for the Recipient (Must <u>not</u> be listed in item (1) a through (1) d above)</div> | <b>Agency Use Only: Date Received:</b><br><br><div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 5px;">Date Received</div>  |

Oregon Business Development Department/Authorized Signature Card

**Preparation of the Authorized Signature Card Form:** If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

**Item # Explanation**

- (1) a-d

Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2)

Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in item (1) a through (1) d. The person signing here **must not be listed in item (1) a through d.**
- (3)

Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department  
 775 SUMMER ST NE STE 200  
 SALEM OR 97301-1280



Recipient: Crook County Fairgrounds, Jockey Room

Project Number: C2023258

## CHECKLIST OF CONTRACT DOCUMENTS AND INSTRUCTIONS

Please use the following checklist to ensure that all documents have been completed, and return all contract documents as soon as feasible, **but not later than 60 days**.

1. ☐ **Contract** signed and dated by the authorized official. Please return signature page only.
2. ☐ **Signature Card** with certification by the authorized official. Please follow instructions carefully on the form and return the complete document. It is encouraged to provide at least three delegated signatures, in case of an absence of one of the signers.
3. ☐ **Deposit Option Notification** form. Please return the complete form, including the Federal Tax ID number. If you choose to have funds electronically deposited in a financial institution (and not the Local Government Investment Pool), please follow the provided link and send a **Direct Deposit Authorization** form (SFMS ACH-1) to the Oregon Department of Administrative Services.

Please let your Project Assistant Coordinator know how you would like to receive the final contract documents. Once signed by the Oregon Business Development Department, we will provide you with a **Disbursement Request Form** for your future use. This form is provided in Excel format for you to fill out and submit to your Project Assistant Coordinator as needed once your project is underway.

Later in your project the Project Assistant Coordinator will provide any necessary report forms.



## AGENDA ITEM REQUEST

**Date:** 7/28/2023

**Meeting date desired:** August 9, 2023

**Subject:** Review of Landfill Operations Report.

**Background and policy implications:** In conjunction with restructuring the Landfill staff, the Public Works Director and County Administrator requested PBS Engineering and Environmental (Crook Counties current on-call environmental reporting agency for the landfill) to complete an analysis of the operations at the landfill to identify any gaps in staffing needs and operational needs to remain in compliance with current permits.

**Budget/fiscal impacts:** N/A

**Requested by:**

*Jeff Hurd, Public Works Director*

**Presenters:**

*Jeff Hurd, Public Works Director*

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

*N/A*



July 27, 2023

Mr. Jeff Hurd, Public Works Director  
Crook County  
300 East Third Street  
Prineville, Oregon 97754

Sent via email: [Jeff.Hurd@crookcountyor.gov](mailto:Jeff.Hurd@crookcountyor.gov)

Re: Review of Landfill Operations  
Crook County Landfill, Permit No. 74  
PBS 80835.004, Phase 5

Dear Mr. Hurd:

Per your request, PBS Engineering and Environmental Inc (PBS) has reviewed the existing Crook County Landfill (Landfill) solid waste permit, operations plan, and operation and maintenance manual. This includes the assignment of roles and responsibilities of County staff upon a meeting with key personnel. As part of the review, PBS identified areas deserving special attention and anticipated permitting and environmental regulation compliance issues that may arise in the near future.

### **Background**

The County operates the Landfill in accordance with Oregon DEQ Solid Waste Disposal Permit #74 (SWDP) issued in August of 2019. The permit is valid for 10 years. As part of the SWDP, the County was required to submit an updated Operations Plan and Operations and Maintenance Manual. In addition, The County was also required to submit an air contaminant discharge permit (ACDP) application in 2022 as part of new DEQ rules regulating methane gas emissions from landfills. The new rules require an ACDP even though the Landfill does not currently operate a gas collection and control system (GCCS) based on new criteria developed under the new landfill emission rules. There has been a change in personnel with the previous landfill manager resigning and subsequent reorganization of positions and responsibilities to operate the landfill.

### **Scope of Work**

PBS scope of services included:

- Review the SWDP and provide recommendations if needed to ensure the Landfill remains in compliance with current permit.
- Review Operations Plan and Maintenance Manual and provide recommendations for updates as appropriate.
- Review staff assignments to complete operations consistent with the Operations and Maintenance Manual (including identification of any gaps with the Public Works Director and Landfill staff to ensure appropriate staff oversight and performance of day-to-day operations at the Landfill).
- Identify likely tasks that will be needed to be performed with the anticipated ACDP.
- Provide recommendations to County Administrator and Public Works Director on any observed deficiencies in staffing levels, staffing capabilities, and/or operations.

### **Solid Waste Disposal Permit**

The SWDP for the facility is the document that provides the authority for the County to operate the facility and includes the operational and reporting requirements to achieve compliance with the Oregon Administrative Rules for solid waste landfills (OAR 340-094). Many elements of the permit are consistent with other solid waste facility permits and would be considered routine in the course of normal operations. Most of the environmental monitoring and reporting required by the permit is

being performed for the County by PBS. The County has responsibility for maintaining daily and monthly recordkeeping, quarterly reporting and payments, and financial assurance. These activities are not new and have been performed with current personnel so this should be fairly routine.

PBS has identified a couple of areas that may be difficult to comply with or pose an above-average risk over the long term.

Prohibited Waste – It is difficult to screen loads of solid waste to prevent prohibited waste disposal at the facility. In addition, there are wastes that either require separation for special handling or recycling. Some of these wastes are in the current waste stream and some are emerging wastes (i.e. lithium ion batteries). Additional procedures may be required with training to properly segregate and manage these materials onsite prior to transfer to a specialized waste hauler for offsite management. Internal training in these areas can be supplemented with periodic external training. PBS has a Training Program that can provide virtual or in-person training on this topic. In addition, industry groups (i.e. SWANA) may have training opportunities for their members.

Special Waste – Waste that requires special handling or pre-approval to be disposed of at the facility may require additional scrutiny as to how a particular waste stream is characterized. In addition, there are some Special Waste (i.e. animal waste, butcher waste) that have annual tonnage limits in the Permit. In the past these limits have been exceeded. It is important that the facility is able to provide a disposal option for this waste stream, but it should be noted that if DEQ enforces the limits in the SWDP some additional restrictions may be required to maintain compliance with the permit. This could include restricting certain types of special waste to in-county residents/businesses. Alternatively, the County could pursue a permit modification if there was a compelling reason to increase a specified limit.

### **Operations Plan**

PBS reviewed the Operation Plan (Plan, revised 2019) that describes the various operational tasks, reporting tasks, health and safety training, and spill response actions. The Plan provides a good summary of landfill operations. PBS noted a few items in the Plan that may be outdated and should be updated (a marked-up version of the Plan will be sent separately).

PBS identified several items that should require extra attention to have a successfully operational landfill facility.

Screening Incoming Waste – This task is critical to minimize waste that needs special handling or is prohibited either by self-haulers or franchise haulers. Employees should be regularly trained on types of suspect items to look for and have it removed prior to final waste placement. All employees involved with the handling process (scale house, transfer station, placement and compaction should be trained on special or prohibited waste as discussed above.

Leachate Management – It is critical that leachate generated from Cell 4 throughout the year is applied to the lined cell on a regular basis when weather conditions allow so the leachate does not accumulate to levels that require pumping into tanks or trucks for offsite disposal.

Daily Cover Needs – It is also critical to have sufficient volumes of DC or approved alternate daily cover (ADC) to operate successfully. This requires advance planning to identify sources, get approval if needed, and provide a sufficient stockpile for daily use.

Future Planning – The Plan briefly discusses future site development referring to a plan developed in 2013. Planning should be performed in conjunction with the SWMP (discussed below) to develop a forecast of when future cells will be needed and planning to make various areas of the site available for cell expansion. This includes significant efforts such as the relocation of the haul road, deconstructing Cell 2, and generating additional sources of DC.

### **Operation and Maintenance Manual**

The Operation and Maintenance Manual (Manual, Dec 2020) provides a summary of the operations and maintenance activities conducted at the facility, including recordkeeping and emergency response procedures. The document includes

incident specific flow charts in the event of an emergency. The manual provides a good description of the procedures and tools needed to operate the facility, document daily activities, and respond to emergencies. This plan and the emergency response flow charts should be reviewed with all new personnel and with existing personnel on a periodic basis. The emergency contact list should be updated to reflect recent personnel changes.

As previously stated, one of the highest risk emergency situations at the facility is fire from within the landfill. The appropriate emergency response measures should be reviewed regularly to ensure the correct steps are taken to mitigate the situation.

### **Air Contaminant Discharge Permit**

The County was required to submit an ACDP application to DEQ even though does not currently have a GCCS. The facility was large enough (by waste volume and calculated methane generation rate) to require an ACDP and quarterly methane emission monitoring (OAR 340-039) to verify the surface emissions remain below the threshold level. If an exceedance cannot be sufficiently remediated, the County will be required at a minimum to design and install a GCCS for the active MSW cell (Cell 4).

During the first five (5) quarters of monitoring, the County has been able to successfully remediate the exceedances at Cell 4. No exceedances have ever been detected at the other two (20 cells requiring monitoring. Currently there is no way under the current rules to reduce or eliminate monitoring of closed MSW Cell 2 or the active construction and demolition Cell 3. To date, the draft ACDP has not been issued for review and comment. This is a new source type for an ACDP it is unclear what additional recordkeeping and reporting requirements will be needed. However, PBS believes if the facility can avoid the installation of a GCCS, the additional tasks will not be overly burdensome.

### **Solid Waste Management Plan**

The Solid Waste Management Plan (SWMP) is typically updated on a 10-year cycle. The most recent SWMP is more than 10 years old and was not reviewed since it is outdated. Even though not specifically required under the Permit, DEQ typically will request that the County provide them with a current version of the document. The SWMP provides a vision or 'road map' for how the County plans to handle the waste for the community/region it serves. It is recommended that the County update the SWMP with input from interested parties and the community to document how the County plans to manage the current and likely future solid waste needs. PBS understands that this update is budgeted for this fiscal year.

### **Roles and Responsibilities**

PBS met with lead landfill staff and the Public Works Director (Director) and believes that with the current level of experienced employees and the willingness to take on additional responsibilities that the current employees can successfully manage the landfill. Most of the day-to-day operations are working well with the current staff. Some activities will require the Director to assume, and some may require outside expertise to provide initial assistance or consultation to develop the necessary skills. The most significant decision that County management needs to make is to redefine the leadership and the upper-level roles and responsibilities of the Director and the new Landfill Manager.

Some suggestions are listed below:

- There likely needs to be an on-site person in charge of day-to-day operations. In addition to being a leader, this person needs to have a good working relationship with all employees and is generally familiar with the details of the operation.
- The tasks and responsibilities of the previous Landfill Manager will need to be divided up amongst the existing staff. This includes decision-making level responsibilities for operations, compliance, and health and safety issues.
- It is likely that at a minimum, the Director will need to take on some of the previous Landfill Manager duties such as budgeting, interfacing with both the Administrator/County Court, and providing support for the new Landfill Manager. The role of planning, including leading the SWMP revision process, may best be handled by the Director.

- The review of the draft ACDP may require the assistance of an environmental consultant to provide meaningful comments before the permit is finalized.

There may be new or ongoing reporting requirements that will require additional interaction with engineering or environmental consultants to maintain compliance.

I would be happy to discuss any of these findings in more detail with you or the County Administrator. If you have any questions, please contact me at 541.480.9697 or via email at [toby.scott@pbsusa.com](mailto:toby.scott@pbsusa.com).

Sincerely,

N. Toby Scott, RG.  
Sr. Project Manager/Hydrogeologist  
PBS Engineering and Environmental Inc.





## AGENDA ITEM REQUEST

**Date:** 8/01/2023

**Meeting date desired:** Next Available Meeting

**Subject:** Letter of Support – Central Oregon Disaster Response Study

**Background and policy implications:**

*The Department of Transportation has a grant opportunity through the PROTECT discretionary grant program. The grant funds projects that address the climate crisis by improving the resiliency of the surface transportation system. The City of Bend, Deschutes County, and Jefferson County are proposing a region-wide assessment grant application in which COIC (Central Oregon Intergovernmental Council) will take the lead on grant application and administration. COIC has reached out to determine if Crook County would be interested in partnering with COIC, Deschutes, and Jefferson County, for a central Oregon study. If awarded grant funding, the study would provide an assessment of wildfire evacuation pinch points, including in-depth analyses for select points, and stakeholder/community engagement. The grant does not require a match of any kind. The grant could help further identify the need in Juniper Canyon as well as identify other needs through Crook County. The information could be utilized to help support a transportation infrastructure capital grant request down the road.*

*If interested, COIC is requesting letters of support from each County (attached) to include in the grant application to be submitted by August 18, 2023*

**Budget/fiscal impacts:**

*There is no budget/fiscal impact for this grant application. COIC is administering the grant to include revenues and expenses.*

**Requested by:** Jeff Hurd, Public Works Director

**Presenters:** Jeff Hurd, Public Works Director

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

N/A



August 9, 2023

The Honorable Pete Buttigieg, Secretary  
US Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

RE: 2023 PROTECT GRANT – Central Oregon Priority Evacuation Area Study

Dear Secretary Buttigieg,

Please accept this letter of support from Crook County for COIC's application to the U.S. Department of Transportation (DOT) for planning grant funding through the PROTECT grant program for the Tri-County Evacuation Study. We commend USDOT's commitment to addressing the critical issue of surface transportation system resiliency in the face of natural hazards and climate change impacts.

Crook County is committed to partnering with COIC should grant funds be awarded for this important project. By identifying the areas of greatest vulnerability in each County, our region will be able to mitigate disruption to our transportation system and move people more efficiently and safely. The community engagement piece of the proposed project will help us identify the tools needed to make our community members, and particularly our most vulnerable community members, as safe as possible.

Within Crook County, we are experiencing more frequent flash flooding and wildfires due to drought conditions. This negatively impacts the transportation system as flash flooding washes damages county infrastructure and wildfires can limit access. For example, several years ago a wildfire closed Juniper Canyon Road, the only access to over 2,000 residents, blocking the only escape route that could have had devastating results. Fortunately, this did not occur, but it raised the awareness to a higher level of need for other accesses to the other for evacuation purposes. The commission's hope is the PROTECT grant will identify the need and propose alternative access with funding strategies for the Juniper Canyon area as well as identify other transportation areas susceptible to climate change.

Crook County is dedicated to partnering with COIC in this critical work. Thank you for your consideration of COIC's application.

Sincerely,

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Seth Crawford, Judge

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Jerry Brummer, Commissioner

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Brian Barney, Commissioner