



CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, March 20, 2024 at 9:00 am

Crook County Annex I 320 NE Court St. I Prineville OR

Members of the public and media are welcome to attend in person or via Zoom: 1-253-215-8782;

Meeting ID: 981 7361 2010; Passcode: 033745

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 Board ratification which are not expected to generate discussion. Any member of the Board may request removal of an item for separate discussion or vote. All remaining items are approved in a single motion.)

1. **ODHS Resilience Hubs & Networks Grant for library backup generator**
2. **Acceptance of Crook County Cultural Coalition grant, \$2000 for Glenn Miller Orchestra**
3. **Fair Board Applicant Consideration**
4. **Consider Appointments to the Abatement of Dangerous Building Code, Appeals Committee**
5. **Intergovernmental Agreement (IGA) with the City of Prineville for Airport Operations**

DISCUSSION

6. **Proclamation of "International Dark Sky Week"**

Requester: Carter Gudell

Regional Program Specialist for Visit Central Oregon

7. **Request for Support: Heart of Oregon Corps' Central Oregon Youth Conservation Corps (COYCC)**

Requester: Laura Handy

Heart of Oregon Corps Executive Director

8. **Post Paulina Rangeland Fire Protection Association**

Requester: Melissa Hartzell

Secretary PPRFPA

9. **Update on Oregon Living With Fire**

Requester: Jodie Barram

Co-Coordinator Oregon Living With Fire

10. Upcoming Transmission Line Project

Requester: Ruby Nunez

Pacific Power

11. Crook County School Support Fee Rate Resolution [HB2009]

Requester: Kelsey Lucas

EDCO Prineville/Crook County Director

12. Consider appointments to the Planning Commission

Requester: Will Van Vactor

Community Development Director

13. Consider appointment to the Taylor Grazing Board

Requester: Tim Deboodt

Natural Resources Policy Coordinator, Crook County

14. Support the addition of a herbicide to the list of available herbicides on Crooked River National Grasslands

Requester: Tim Deboodt

Crook County Natural Resources Advisory Committee

15. Backup / Failover / Redundant Internet Circuit to the Justice Center

Requester: Stephen Chellis

Chief Information Officer

16. Jockey Room Bid Selection

Requester: Casey Daly

Fairgrounds Manager

ADMINISTRATOR REPORT

COMMISSIONER UPDATES

17. Letter of Support for McKay Creek Water Rights Switch Project Additional Funding

Requester: Brian Barney

EXECUTIVE SESSION

18. 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 Board of Commissioners 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 Board has published this PDF file. This files contains the material to be presented before the County Board of Commissioners 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 Board of Commissioners meeting is held. The material contained herein may be changed at any time, with or without notice.

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

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

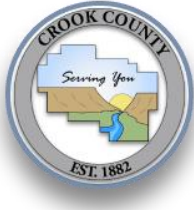
If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

Additional Items

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

Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 03/18/2024 at 4:20 PM

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

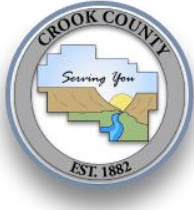
Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

AGENDA ITEM REQUEST



Date:

2/27/2024

Meeting date desired:

Work Session 3/6/2024

Subject:

Fair Board Applicant Consideration- Casey Kaiser

Background and policy implications:

Consider Fair Board Applicant Appointment.

Budget/fiscal impacts:

None

Requested by:

Casey Daly

Presenters:

Casey Daly

Legal review (only if requested):

None

Elected official sponsor (if applicable):

None

February 27, 2024

To: Crook County Court

From: Crook County Fair Board

Subject: Fair Board Member

Judge Crawford, Commissioner Barney, and Commissioner Hermreck:

The Crook County Fair Board met on February 27, 2024, to interview a candidate for the open position on the board. The board unanimously voted in favor of Casey Kaiser for position #5. Casey will fill the term of Commissioner Susan Hermreck, who resigned from the board.

The board highly recommends Casey Kaiser.

Respectfully Submitted,

A handwritten signature in black ink that reads "Gail Merritt". The signature is written in a cursive style with a large, sweeping initial "G".

Gail Merritt
Chairperson

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

I've served on several boards and volunteered in various capacities for other organizations over the years. My work experience includes organizational development, planning, project management, and infrastructure management. I'm familiar with budgets and financial management of organizations as well as strategic planning.

Why do you wish to serve in this position?

I believe the fairgrounds is one of the best assets of our community and I've always appreciated the hard work of the Fair Board in developing the fairgrounds and delivering a great fair for us all. I would love an opportunity to help with the fair, other projects around the fairgrounds, and to be a part of planning the future for the fairgrounds. As our community grows, our fairgrounds will likely also continue to develop and grow. I would enjoy being a part of that future.

A letter of interest may be submitted in lieu of this form.

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF THE
APPOINTMENT TO THE
FAIR BOARD COMMITTEE**

ORDER 2024-16

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

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

NOW, THEREFORE, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointment to the Fair Board Committee:

Board	Appointee	Term	Oath required
Fair Board Committee Position #5	Casey Kaiser	1 Year Term Expiring: 12/31/2024	Yes

DATED this 20th day of March 2024.

Seth Crawford
County Commissioner

Brian Barney
County Commissioner

Susan Hermreck
County Commissioner

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):

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF THE
APPOINTMENT TO THE
ABATEMENT OF DANGEROUS
BUILDING CODE, APPEALS
COMMITTEE**

ORDER 2024-17

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

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

NOW, THEREFORE, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointment to the Abatement of Dangerous Building Code, Appeals Committee:

Board	Appointee	Term	Oath required
Abatement of Dangerous Building Code, Appeals Committee Position #2	Dave Gagermeier	2 Year Term Expiring: 12/31/2025	Yes

DATED this 20th day of March 2024.

Seth Crawford
County Commissioner

Brian Barney
County Commissioner

Susan Hermreck
County Commissioner



Agenda Item Request

Date:

March 6, 2024

Meeting dates desired:

March 13, 2024, work session and March 20, 2024 regular session

Subject:

Intergovernmental Agreement (IGA) with the City of Prineville for Airport Operations

Background and policy implications:

The County owns the airport property operated it prior to 2010. Approximately fourteen years ago, the County and City entered a strategic relationship, executing an IGA that expired December 31, 2023, to jointly manage and develop the airport, with the City providing staffing and running the day-to-day activities. During this period the City and County have made significant investment into the airport. July 1, 2021, the Governmental Accounting Standards Board (GASB) enacted GASB 87 which required the owner of the property to capitalize all leases. As a result, the County, as the owner of the airport, began to take on more responsibility, beginning with financial reporting of the airport's assets and during the past eighteen months making significant changes to the airport operation such as the recruitment and addition of a Fixed Base Operator (FBO), approval of several policy documents, such as minimum operating standards, development standards, update of lease templates, rates, etc.

Budget/fiscal impacts:

The proposed IGA incrementally reduces the City's financial participation in the airport, from approximately \$100,000 in fiscal year 2025 to \$0 in fiscal year 2028.

Legal Review:

The IGA was prepared by John Eisler.

Requested by:

Andy Parks, Contract County Administrator

Presenters:

*Andy Parks, Contract County Administrator
Kelly Coffelt, Airport Manager*

Attachments

Draft IGA

**INTERGOVERNMENTAL AGREEMENT FOR
AIRPORT MANAGEMENT BETWEEN
CROOK COUNTY AND THE CITY OF PRINEVILLE**

This Intergovernmental Agreement for Airport Management between Crook County and the City of Prineville (“Agreement” or “IGA”) is made by and between Crook County, a political subdivision of the State of Oregon (County) and the City of Prineville, a municipal corporation of the State of Oregon (“City” or “Contractor”), effective April 1, 2024 (the “Effective Date”). County and City may hereinafter be referred to as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, units of local government are authorized under ORS 190.110 to enter into intergovernmental agreements for the performance of any functions or activities that a party to the agreement has the authority to perform by one of the parties for the other party;

WHEREAS, County is the owner of the real property known as the Crook County Prineville Airport S39 (Airport) and its Airport Sponsor for FAA/AIP/ODA purposes;

WHEREAS, the Parties have been operating under that certain Intergovernmental Agreement between Crook County and the City of Prineville, effective September 23, 2011, as amended from time to time (the “Prior IGA”);

WHEREAS, County has contracted with a Fixed Base Operator (FBO) to perform many services previously performed by City;

WHEREAS, County is prepared to increase its role in the management, planning, and operation of the Airport; and

WHEREAS, the Parties desire to update their relative roles and responsibilities at the Airport through this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

1. PURPOSE.

A. Joint Goals.

The Parties enter into this Agreement for the purpose of continuing the progress made in the Airport’s efforts to become self-sustaining financially. Achievement of that goal requires the collaboration of the Parties pursuant to this Agreement in the areas of master planning, leasing and

utilization of real property, operations, and providing a welcoming, nondiscriminatory, and safe aeronautical experience in full compliance with FAA sponsor assurances and relevant laws.

B. Replacement.

The Parties have been operating under the Prior IGA. This Agreement replaces the Prior IGA in its entirety and constitutes the full understanding and agreement of the Parties with respect to the Airport and Airport operations for the length of the Term.

2. CONSIDERATION.

In exchange for the Airport management services described in this Agreement, County shall pay City ONE HUNDRED TWELVE THOUSAND AND 00/100 DOLLARS (\$112,000.00) per year. This figure represents the personnel and related costs for the employment of an Airport Manager, information technology and administration costs of this Agreement. This amount shall be adjusted annually, each July 1, by three percent plus \$35,000, through July 1, 2026. Said payments shall be remitted to City quarterly, in advance, by the 15th day of the month at the beginning of each quarter.

3. TERM AND TERMINATION.

A. Term.

This Agreement shall remain valid and binding for three years and three months from the Effective Date, until June 30, 2027, unless terminated or extended in accordance with this Agreement. The Term shall automatically renew for one additional year, unless a Party delivers notice at least a year prior to the end of the Term of its desire to retain the original termination date.

B. Termination.

All obligations and liabilities of this Agreement accrued by the termination date shall survive early termination.

i. Mutual Consent

The Parties may terminate this Agreement by mutual consent.

ii. For Cause.

Should a Party be in breach of the terms this Agreement, the non-breaching party shall provide written notice to the breaching party detailing the specific circumstances constituting the breach. Within 30 calendar days of receipt of notice, the breaching party shall provide written documentation the breach has been cured or describe its good-faith efforts to cure the breach. Should the breaching party fail to provide evidence of cure within 30 calendar days of receipt of notice, this Agreement may be terminated by the non-breaching party immediately thereafter.

iii. Insufficient Appropriation.

Notwithstanding any other provision of this Agreement, the Parties shall not be obligated to perform hereunder or by any provision of this Agreement during any of Party's future fiscal years unless and until the relevant authority appropriates funds for this Agreement in Party's budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

4. CITY'S OBLIGATIONS.

City, through its Airport Manager, shall manage Airport operations, coordinate the maintenance of Airport facilities with County, and act as the liaison between County and third parties regarding Airport operations. Specific duties include:

A. Review FBO Operations.

City will review all monthly reports from FBOs and other commercial operators required to submit reports at the Airport. City will make commercially reasonable good-faith efforts to verify the accuracy of said reports and notify County of any discrepancies or failures by the commercial operators to fulfill their contractual obligations with County.

B. Lease Management of Ground and Storage Space.

City shall employ good-faith efforts to solicit tenants for all available Airport ground and storage space, while coordinating with County to ensure tenants comply with all terms of their leases as well as FAA guidance and regulations. City shall provide a comprehensive report of the status of all third-party Airport leases to County twice yearly, in June and December of each year. City shall also coordinate with County on periodic inspections of all hangars and leaseholds.

C. FAA Compliance and Master Planning.

City shall coordinate with County's selected Airport consultants and designated FAA representatives to ensure compliance with all AIP sponsor assurances, FAA regulations, and master planning obligations. City will promptly notify County of any current or anticipated occurrences of noncompliance.

D. Periodic Reporting.

City shall provide a report to County each quarter detailing all significant Airport activities, including the status of FBO operations, updates or issues with third-party Airport leases, and capital projects.

5. COUNTY'S OBLIGATIONS.

County's obligations under this Agreement include all other aspects of the management and operation of the Airport. These obligations specifically include the following.

A. Legal and Financial Services.

County, or its agent, will draft all necessary legal documents, including those required to transfer an interest in real property, solicit and contract with third parties, and regulations and policies. Additionally, County will handle all Airport finances, including processing all payments from Airport tenants, submitting payments to vendors and contractors, and state and federal grant funds.

B. Inspection and Enforcement.

County will, with cooperation from City, perform all inspections of Airport leaseholds. When warranted, County will pursue enforcement actions against Airport tenants or members of the public in violation of Airport regulations or policies.

C. Maintenance and Improvements.

County will, with cooperation from City, make all capital improvement decisions regarding Airport property and in conformance with the master plan. All capital improvement and property maintenance costs not funded through grants will be paid for by County.

6. FINANCES.

A. Reconciling City’s Airport Fund.

City has established a “City Airport Fund,” which is a component of the City of Prineville budget and subject to State law, local budget law, and City policy. As of the Effective Date of this Agreement, the Parties shall work collaboratively to reconcile the City Airport Fund and ensure that all contributions from City and County are equal, and the accounts are balanced as of June 30, 2024. The City’s administration fee shall be prorated to the Effective Date, ~~with reconciliation~~ shall be completed by July/March 31, 2024 and any required payments submitted to the other Party by August 31/April 30, 2024, with such amount not to exceed \$45,000. Following reconciliation, any remaining funds shall be the sole property of the Party or entity thereafter managing the fund or monies derived therefrom.

B. City’s Airport Expenses.

As of the Effective Date, City’s reasonable and necessary Airport Expenses, which comprise licensed Airport vehicle maintenance costs, shall be borne or reimbursed by County. If and when said Airport vehicles require replacement, County shall purchase and own the replacement vehicles.

7. COLLABORATION AND COOPERATION.

A. Generally.

The Parties will collaborate in good faith regarding all aspects of this Agreement to achieve their Joint Goals for the Airport. The Parties agree to meet to discuss any topic under this Agreement within 30 calendar days upon request of either Party.

B. Dispute Resolution.

If a dispute arises between the Parties concerning matters related to this Agreement or the interpretation of any provision herein, it is always best to resolve such issues informally and efficiently. City and County hereby agree to first attempt to resolve any such disputes through cooperative dialogue with the good faith intention of achieving resolution within thirty days of initiating discussions. If no resolution has been mutually agreed in writing after thirty days of the start of these informal negotiations, either Party may elect to resolve the dispute through mediation

or arbitration, using such process as they may choose. Both Parties enter into this informal dispute resolution process voluntarily and in furtherance of their Joint Goals.

8. INSURANCE.

County shall sufficiently insure all facilities and equipment owned by County. The current licensed Airport vehicles are and will remain owned by City and insured by the FBO, naming both County and City as additional insureds.

9. INDEMNIFICATION.

Neither Party shall be liable to the other for any incidental or consequential damages arising out of or relating 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.

A. Generally.

If any third party makes any tort claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third-Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party of the Third-Party Claim and deliver to the Other Party, along with the notice, a copy of the claim, process and all legal pleadings with respect to the Third-Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this section, and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing, are conditions precedent to the Other Party's contribution obligation under this section with respect to the Third-Party Claim.

B. County's Contribution.

With respect to a Third-Party Claim for which County is jointly liable with City (or would be if joined in the Third-Party Claim), County shall contribute to the amount of expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of County on the one hand and of City on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of City on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the County had sole liability in the proceeding.

C. City's Contribution.

With respect to a Third-Party Claim for which City is jointly liable with the County (or would be if joined in the Third-Party Claim), City shall contribute to the amount of expenses, 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 City on the one hand and of the County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City 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. City'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.

D. Other Claims.

The Parties shall take all reasonable steps to cause their contractor(s) that are not units of County or the City as defined in ORS 190.003, if any, to indemnify, defend and hold harmless the other Party and their officers, employees and agents (the "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) to the extent caused, or alleged to be caused, by the negligent or willful acts or omissions of that contractor or any of the officers, agents, employees or subcontractors of the contractor. The Parties specifically intend that the Indemnitee shall, subject to ORS 30.140 with regard to Third Party Claims, in all instances, except for claims arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all claims to the extent the damages are caused by their fault.

10. REPRESENTATIONS AND WARRANTIES.

A. Non-Discrimination.

Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this Agreement when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-366), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Each party agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

B. Suspension or Debarment.

City certifies herein that it is not excluded or disqualified from participating in any covered transaction under 2 CFR § 180.

C. Signature Authority.

The person signing this agreement hereby warrants that they have the legal authority to execute this agreement on behalf of the respective Party, and that such binding authority has been granted by

proper order, resolution, ordinance or other authorization of the entity. Each Party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

11. NOTICES.

The Parties are required to update the information in this section. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered (i) when handdelivered to the other party at such addresses listed below, or at such other addresses as the receiving party may designate by proper notice to the sending party, or (ii) three (3) days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To County:

Crook County

Attn: County Administrator

300 NE Third Street

Prineville, OR 97754

To City:

City of Prineville

Attn: City Manager

387 NE Third Street

Prineville, OR 97754

With a copy to:

Crook County Counsel

300 NE Third Street

Prineville, OR 97754

With a copy to:

Jered Reid, Prineville City Attorney

545 NE 7th Street

Prineville, OR 97754

12. RECORDS MAINTENANCE; REVIEW AND AUDIT.

Up until the date that reconciliation is complete pursuant to Section 6 above, the Parties shall maintain all financial records relating to the Agreement in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984. Moreover, the Parties shall make available to the other Party's duly authorized representatives access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings by the other Party that are pertinent to this Agreement, whether in paper, electronic, or other form. Upon reasonable request, the Parties shall promptly provide the other Party with any other such information regarding this Agreement that the other Party may require.

13. MISCELLANEOUS.

A. Governmental Powers.

Nothing in this Agreement should be construed or interpreted to mean that the County waives, surrenders, or sacrifices any of its governmental powers in any way.

B. Relationship of the Parties.

Nothing contained in this Agreement is to be deemed or construed, either by the parties to this Agreement or by any third party, to create any partnership, joint venture, or other association between County and City, particularly with respect to the other Party's debts or liabilities of whatever kind or nature, except as expressly provided herein.

C. Non-Delegation.

City shall not delegate its obligations under this Agreement to any other individual, agency, or entity without the prior written consent and in the sole discretion of County.

D. Survival.

All agreements (including but not limited to indemnification agreements) set forth in this Agreement, the full performance of which are not required before the expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement and be fully enforceable thereafter.

E. Severability.

If any term or provision of this Agreement or the application of the Agreement to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

F. Non-Waiver.

The failure of County to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of County's right to insist upon appropriate performance or to assert any such right on any future occasion.

G. Force Majeure.

If either party's performance of an obligation under this Agreement (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any legal requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Agreement, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

H. Costs and Attorney Fees.

In the event there should be a breach or default under any provision of this Agreement and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, County and City agree that each party shall be responsible for its own attorneys' fees.

I. Applicable Law and Venue.

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. The Parties agree that any civil action will be brought in the circuit court in Crook County.

J. Time Is of the Essence.

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Agreement.

K. Interpretation.

In interpreting this Agreement in its entirety, the printed provisions of this Agreement and any additions written or typed thereon must be given equal weight, and there must be no inference, by operation of law or otherwise, that any provision of this Agreement may be construed against either party hereto. County and City acknowledge that they and their counsel have reviewed and revised this Agreement and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Agreement or any exhibit or amendment hereto.

L. Headings, Captions, and References.

The headings and captions contained in this Agreement are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this Agreement or any term or provision in it. The use of the term "Herein" refers to this Agreement as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Agreement includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

M. Entire Agreement.

This Agreement contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. City and County mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Agreement.

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N. Counterparts.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date as set forth above. PAGE

CITY OF PRINEVILLE

Rodney J. Beebe, Mayor Date:

Steve Forrester, City Manager

Date:

CROOK COUNTY COURT

Seth Crawford, County

Commissioner-Judge Date:

Susan Hermreck, County

Commissioner Date:

Brian Barney, County

Commissioner Date:

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):



Crook County

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

WHEREAS: Oregon’s dark skies are a significant natural resource, with two accredited Dark Sky Places to date—Prineville Reservoir State Park and Sunriver; and

WHEREAS: Oregon holds the largest area of pristine night skies in the contiguous 48 states; and

WHEREAS: The experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages stewardship of our shared environment and our magnificent dark skies; and

WHEREAS: Dark skies are an integral aspect of the sustainability of Oregon’s wild ecosystems as a key environmental factor in bird migration, insect pollination, and human sleep patterns; and

WHEREAS: Astro-tourism, including star gazing, astronomy star parties, and dark sky photography, is an evolving facet of outdoor recreation with real economic benefits for communities across Oregon, and which promotes the mitigation of light pollution; and

WHEREAS: International Dark Sky Week is observed in April on the week of the new moon.

NOW,

THEREFORE: We, the Government of the Crook County, Oregon, hereby proclaim **April 2-8 2024** to be

International Dark Sky Week- Crook County, Oregon

in Crook County, Oregon and encourage all Oregonians to join in this observance.

X

Seth Crawford
County Commissioner

X

Brian Barney
County Commissioner

X

Susan Hermreck
County Commissioner



Request to place business before the Crook County Court

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Deadlines: To appear at a Work Session or Regular County Court Meeting, your request and all documentation must be submitted the Wednesday before the date of the Work Session or Regular County Court Meeting.

Please return this form to Crook County Administration Office via
Email: Sarah.Puerner@crookcountyor.gov or by mail to 300 NE 3rd 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

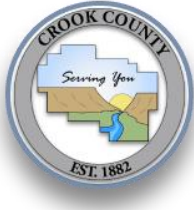
Date Received: _____

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):

Central Oregon Youth Conservation Corps



**HEART OF
OREGON
CORPS**
Empowering change.





8 Weeks of Conservation Projects

All projects' coordinated through USFS:

- Recreation, Fire Fuels, Habitat Restoration, Ext.

June 24th-August 15th

2024

College Day, Career Day, Awards Day

- 4th of July off

18 Crews- Region Wide

Warm Springs, Madras, Prineville, Redmond, Sisters, Bend, Crescent

- With COIC and Bridge Crews
- Prineville- 5 Crews

\$20/hr (\$22/hr. with bonus) for Crew Leaders

Housing and Internships

\$15.00/hour for Youth

Monday-Thursday (4-9s for youth)

7am-4:30pm

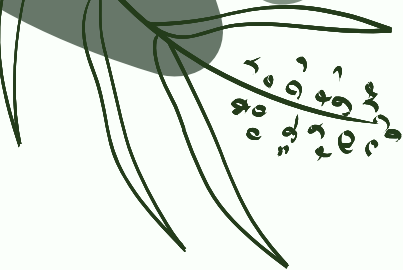
Start and end at Local USFS site

5 Youth Per Crew

Over 80 youth per season

- 24 youth in Prineville on 5 crews (4 HOC, 1 COIC)

Program Overview



Hired 70 youth

- 23 Prineville

3,799 Hours of Conservation Work in Prineville

- >400 acers of restoration

~\$56,985 youth wages earned in Prineville

**Career, College,
USFS Site Tour,
and Awards Day**

**78% Feel Better
About Their
Future**

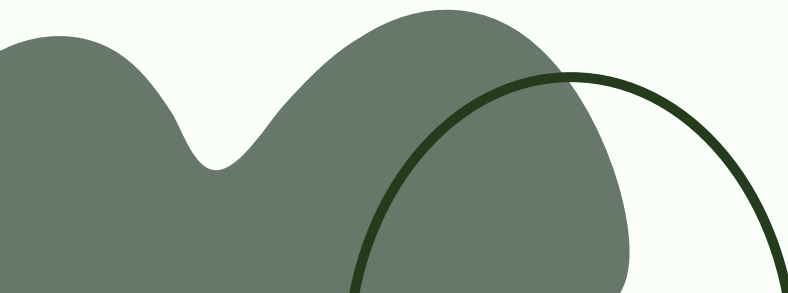
**74% Interested in
Furthering
Education**

**85% Had a Positive
Experience at
COYCC**

**90% Felt They Had
Gained new skills**



2023 Achievements



Plans for 2024



4 HOC Prineville Crews

- 19 youth ages 16-18
- 4 local crew leaders
- \$15.00/hr
- >\$4,200 for the season.

Earn and Learn

- Money
- Sense of independence
- Soft and Technical Skills
- Investment in Public lands (Future Naturalists)



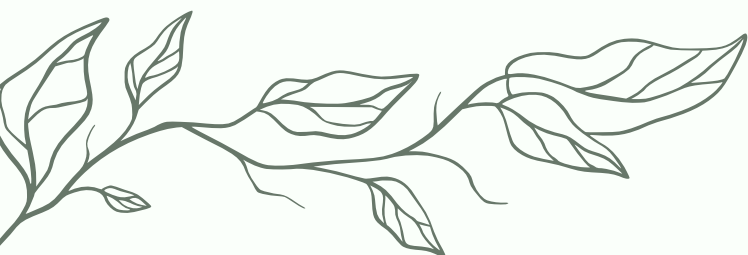
Habitat and Wildlife Projects

- Planting work in Riparian Areas
- Invasives work
- Over 30 acres of Juniper thinning for habitat and meadow restoration
- Continued work at Williams Perrine
- Continued work at Grey Perrine
 - BDA construction
- Continued work at Derr Meadow- Buck and Pole
- Fencing Construction, Removal, and Preparation within CRNG and other locations
- Cattle and wildlife guzzler work
- Continued work at Jungle Creek
- Clearing large dump sites and site restoration



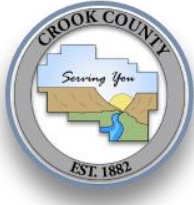


An Crook County Contribution of \$5,000 Would:



- **Pay for Prineville Youth Wages and Operational Expenses**
- **Be Leveraged with USFS and State Funds (need 20% match)**
- **Protect 100s of acres of the Ochoco's wildlife habitat and build a sense of pride and place in local environment in the future generation of outdoors people**
- **Provide youth in Prineville the opportunity that increases empowerment, economic self-sufficiency, and connection to peers and nature**

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):

Post Paulina Rangeland Fire Protection Association
P.O. Box 51
Paulina, OR 97752
541-350-4006 / pprfpa@yahoo.com

2-8-2024

Crook County Court
309 NE 3rd Street
Prineville, OR 97754

Crook County Court:

I am respectfully requesting funding in the amount of \$4,500 on the behalf of the Post Paulina Rangeland Fire Protection Association. We are ranchers and property owners in Crook County who organized the association in 2006 and whose main purpose is to help each other prevent and protect against wildfires on otherwise unprotected rangeland. We provide training (with assistance from Oregon Department of Forestry), tools and equipment to volunteers who are capable of operating such equipment. We also serve property owners who are not able/or present to help, but whose property is within our boundaries. There is no charge for our services to our members.

The court has supported us in the past and with your continued support we will be able to get to fire quickly and keep them small.

Thank you for your time and consideration.



Melissa Hartzell
Secretary
PPRFPA



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Please return this form to Crook County Administration Office via
Email: Sarah.Puerner@crookcountyor.gov or by mail to 300 NE 3rd St., Prineville OR 97754

Your name: John Breese & Melissa Hartzell Date of Request: February 20, 2024
Email: jlbreese@crestviewable.com Phone: 541-408-3206 / 541-350-4006
Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? March 20, 2024
2. Describe the matter to be placed before the Court: request funding of \$4500 for the Past Paulina Rangeland Fire Protection Association (PPRFPA)
3. What action are you requesting that the Court take? agree to support the PPRFPA
4. What is the cost involved with your request, if applicable? \$4500.00
5. Have you asked the County for a fee waiver before? If yes, when? annual request - 8 years
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? No
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:
None

Administrative Section

Date Received: _____

Date Reviewed by Court: _____

FY Budget: _____

County Court: Approved/Denied



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Please return this form to Crook County Administration Office via

Email: Sarah.Puerner@crookcountyor.gov or by mail to 300 NE 3rd St., Prineville OR 97754

Your name: Jodie Barram Date of Request: 2/27/2024
Email: coordinator@oregonlivingwithfire.org Phone: 541-241-6235
Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? 3/20/2024
2. Describe the matter to be placed before the Court: Update on Oregon Living With Fire
3. What action are you requesting that the Court take? None
4. What is the cost involved with your request, if applicable? None
5. Have you asked the County for a fee waiver before? If yes, when? No
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:
None

Administrative Section

Date Received: _____

Date Reviewed by Court: _____

FY Budget: _____

County Court: Approved/Denied

AGENDA ITEM REQUEST



Date: 2/27/2024

Enter date of request.

Meeting date desired: 3/26/2024

Enter date of meeting desired for item to be included on agenda.

Subject: Update on Oregon Living With Fire Program

Describe in one-two sentences what the subject and or request is.

Background and policy implications:

Briefly provide the background of the item and the policy implications.

Crook County supports Oregon Living With Fire through a 4-County MoU with Deschutes, Jefferson, Klamath and Crook Counties, to implement the National Cohesive Wildland Fire Management Strategy.

Budget/fiscal impacts: None

Please note what the budget and fiscal impacts of the item are, e.g., provide the budgeted amount for the item and the actual cost. Explain any potential budget adjustments, if the actual cost is greater than budget.

Requested by: Jodie Barram, Co-Coordinator, Oregon Living With Fire

Provide contact information: name, title, email and phone number of the individual requesting this item on the agenda.

coordinator@oregonlivingwithfire.org
541-241-6235

Presenters:

Provide the name and title of all presenters.

Jodie Barram, Co-Coordinator
Dr. Jennifer Fenton, Co-Coordinator

Legal review (only if requested):

N/A

Need to discuss further – The desire is for department heads to be proactive with legal, financial, HR, etc., should legal review/initials be standard operating procedure? Should review/initials expand to finance, HR, IT, facilities, if applicable?

Elected official sponsor (if applicable):

N/A

If the item request is submitted after the due date/time, an elected official sponsor is needed.

Oregon Living With Fire Contract Deliverables 2023-2028

Jodie

Objective	Personal Services Contract	USFS Grant Contract	NRCS Grant Contract	2023-24 POW
	Working closely with the steering committee, Senior Advisor and stakeholders to advance the Cohesive Wildland Fire Strategy across Deschutes, Crook, Jefferson, and Klamath Counties.	Facilitating and implementing the program of work as determined by Deschutes County, through consultation of the Steering Committee that includes U.S. Forest Service representation.		
Convene		Coordinate steering committee meetings.	Schedule and facilitate four (4) Steering Committee, that includes NRCS representation, meetings annually.	Engage with Government Agencies to promote the Cohesive Strategy and Shared Stewardship in Central Oregon by holding regular quarterly Steering Committee meetings.
Communicate	Organizing and administering effective communications to the public, area businesses, key stakeholders and agencies about OLWF and its benefits.	Create and maintain an interactive web presence for OLWF, U.S. Forest Service, the steering committee, as well as stakeholders and public.	Create quarterly (4) blog posts for the OLWF website, featuring NRCS in at least one blog post.	Maintain an active online presence. Create regular Newsletter (quarterly) & Blog posts (monthly) to share news with stakeholders.
Clearinghouse		Serve as the administrator for the Central Oregon Fire Information website and the OLWF website, including the coordination of all stakeholders regarding roles and responsibilities.		Centraloregonfire.org website administration and stakeholder coordination. Create a specific web page for grant opportunities and tracking. Everbridge.
Communicate		Create and maintain social communications efforts such as Facebook, Twitter, and a regular e-Newsletter to be distributed to partners, cooperators, and the public.		Capitalize on teachable moments through presentations, media partnerships & social media platforms. Smoke and Public Health (SAPH) messaging, Wildfire Crisis Strategy messaging.

Communicate		Document success stories/lessons learned and share with the steering committee, stakeholders, and the public.	Present updates to Crook, Deschutes, Jefferson and Klamath County Boards of County Commissioners at least twice a year.	Develop and distribute a progress report bi-annually.
Communicate		"Tell the Story" of all federal, state, local government, and public stakeholders of why and how the Cohesive Strategy is implemented within the OLWF landscape.		Provide outreach and public information on the outcomes of infrastructure funding, SB762, Joint Chief's and CLFR funding. Highlight how our relationships in Central Oregon allow us to be successful in competing for funding and making a difference on the landscape. Sharing success stories.
Communicate				Develop a "Complete Story" that shows the connection with industry, agencies, private and public stakeholders illustrating how the CS is being implemented in the OLWF landscape through collaboration, common ground and risk sharing.
Clearinghouse				Print materials: Table banner, Cohesive Strategy update materials, local clearinghouse type materials.

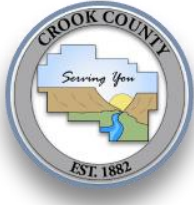
Coordinate	Assuming a leadership role by exploring new initiatives, funding opportunities, and providing support to landscape efforts such as Collaboratives, Good Neighbor Authority, Stewardship Agreements and Joint Chiefs Projects.		Research funding and/or co-sponsorship opportunities for local implementation of the National Cohesive Strategy.	Research & explore funding and/or co-sponsorship opportunities for known and unknown activities (i.e., engaging Federal Contacts for supplemental funding for Forest Activities; additional funding from National Fire Adapted Communities Learning Network for FAC in 4-County area; Rural & Economic development opportunities)
Coordinate			Compile, write, and submit applications for grants like BRIC, CWDG and others.	
Coordinate			Specifically connect NRCS to CWPP updates throughout Deschutes County by engaging in the CWPP process, enhancing relationships with private landowners to enable Joint Chief's Projects.	Specifically, work with NRCS and the CWPP updates that will establish relationships with the stakeholders within the CWPP boundaries to enable and facilitate NRCS to implement Joint Chief's projects and other related funded projects.
	Maintaining administrative activities that facilitate the day-to-day business of the program.	Maintain administrative activities and facilitate day-to-day business of the OLWF.	Maintain administrative activities and facilitate the day-to-day business of the OLWF.	
Coordinate	Participating in regular collaboration at the local level, monthly meetings of the Western Region of the National Cohesive Wildland Fire Management Strategy, as well as appropriate conferences and meetings.	Participate in the monthly meetings for the Western Region of the Cohesive Strategy as a Representative of OLWF.	Participate in the monthly meetings for the Western Region of the Cohesive Strategy as a Representative of OLWF.	Expand partnerships by actively participating in the Western Region Strategy Committee. Develop new relationships with other stakeholders across/for the benefit of the OLWF landscape.

Coordinate		Attend collaborative meetings that support Federal/Local Cohesive Strategy implementation efforts.	Engage in monthly DCFP, OFRC, and KLFHP meetings that support Federal/local Cohesive Strategy implementation efforts.	Maintain and enhance partnerships with local Collaborative groups by attending regular meetings and participating as appropriate in local related field activities with the DCFP, OFRC, KLFHP, COFSF and add capacity to these all hands, all lands groups committed to working across boundaries & look for tie in with shared stewardship.
Communicate		Attend and present at appropriate conferences and meetings.	Attend an possibly present at the WUI Conference, the Cohesive Strategy Annual Workshop, and the WFLC West Face-to-Face Meeting.	Participate at and report out on the 6th National Cohesive Wildland Fire Management Strategy Workshop in Albuquerque, NM.
Communicate				Present at the Wildland Urban Interface Conference in Reno, NV
Communicate				Attend the Western Region Cohesive Strategic Planning Face to Face
Convene	Facilitating stakeholder meetings, Learning Laboratories, and sharing "local content success stories" to engage people in how the Cohesive Strategy through OLWF is being implemented.	Facilitate development of Learning Laboratories to share experiences, provide local guidance, communicate success stories, and provide opportunities for lessons learned.	Host and facilitate Central Oregon Fire Year Briefing in May.	Host, prepare and facilitate the Central Oregon Fire Year Briefing for OLWF landscape ensuring appropriate parties are invited (ie. COFMS, COFCA, AAs, electeds, etc.)
Convene		OLWF will be the strategic convenor for cross boundary collaboration.	Convene stakeholders for one to two Cross-Boundary Collaboration Sessions.	Utilize Oregon Living With Fire (OLWF) as a venue and convenor to discuss and coordinate activities/treatments as a result of recent legislation and to secure additional funding via grants to maximize local benefits related to the Wildfire Risk Reduction Strategy.

Convene			Host and facilitate one (1) meeting between federal agencies, elected officials, power companies and other interested parties to discuss line maintenance, power safety power shutoffs, etc.	Host and facilitate a meeting between federal agencies, elected officials, power companies and other interested parties to discuss line maintenance, power safety power shutoffs, etc.
Coordinate			Plan and implement at least one live prescribed fire tour for stakeholders, elected officials, and media in coordination with the US Forest Service.	Plan and implement at least one live prescribed fire tour for public and elected officials
Communicate	Demonstrating fiscal responsibility with the program budget and timelines.	Facilitate development of performance measures and monitoring information to assess effectiveness and accountability of OLWF efforts to implement the Cohesive Strategy.	Develop and distribute an annual report.	Distribute an annual report for OLWF activities in communication, coordination, convening, and as a clearinghouse – ie. earned media, social media, how deliverables were met, etc.
Coordinate	Networking and relationship building with stakeholder, partners and those agencies and organizations implementing the Cohesive Strategy in the field.	Networking and building relationships with OLWF stakeholders, partners, agencies and organizations implementing the Cohesive Strategy.	Ongoing networking building relationships with OLWF stakeholders, partners, agencies, and organizations implementing the Cohesive Strategy.	Maintain relationships with the Fire Adapted Communities Learning Network (FACNet) and Fire Learning Network (FLN). Strengthen relationship with the International Association of Fire Chiefs (IAFC) Wildland Fire Policy Committee (WFPC).
Coordinate			Participate in the bi-monthly meetings (6) of the Central Oregon Fire Chiefs Association.	Maintain relationships with COFCA, COFPC, Project Wildfire, SAPH, RFPAs, other groups.

Coordinate	Performing other duties as assigned.			Build partnerships to boost biomass utilization throughout the region, i.e., local solid waste companies, governments, etc. Continue looking for private companies that have found a market for hazardous fuels that have no market value.
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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):



Blueprint South

500-kV Transmission Line Project



Service Territory

- Pacific Power is one of two business units of PacifiCorp, owned by Berkshire Hathaway Energy.
- The Company is a utility regulated by the federal and state governments.
- Service territory - southern Washington, Oregon, and northern California.
- The Company serves approximately 243 communities in its service territory.



Project Need

- Upgrade the existing transmission system backbone to enable integration of new generation resources and large-load additions from Pacific Northwest and Intermountain region interconnections.
- Continue to provide reliable service to customers in southern Oregon.
- Compliance with transmission system reliability standards.
- Serve third-party network customers when capacity is available.
- Provide operational flexibility for the bulk transmission system.



Current and Estimated Future Load

- Current peak load demand 4,400 MW
- Estimated need for 2.2% growth by 2032 5,400 MW
- Large-load-addition requests by 2032 3,000 MW
- Total forecasted load in 10-year horizon >8,000 MW





Project Components

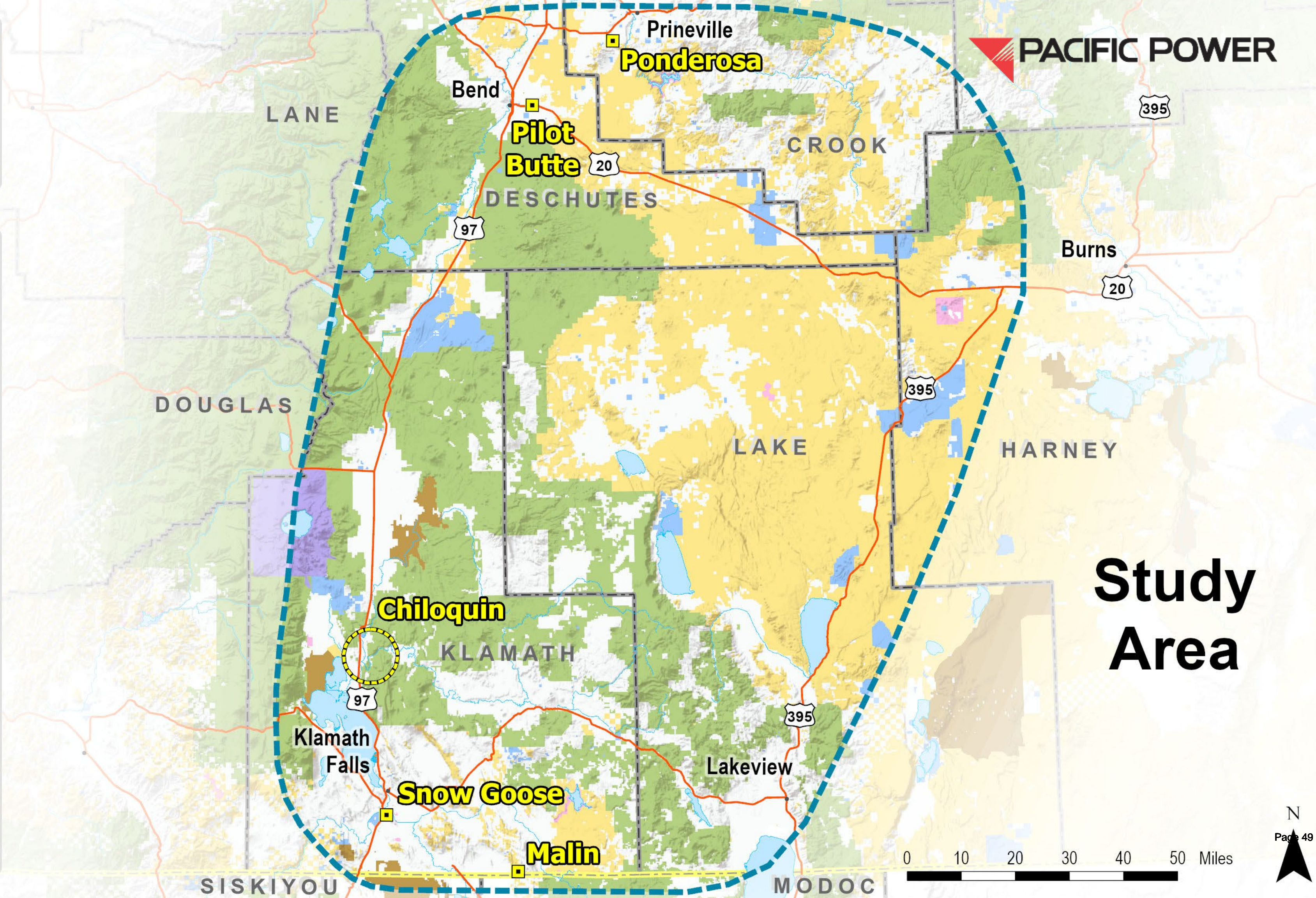
- Substation Interconnection Point
- 500 kV Substation Siting Area
- Blueprint South Study Area

Reference Features

- Highway
- State Boundary
- County Boundary
- Waterbody

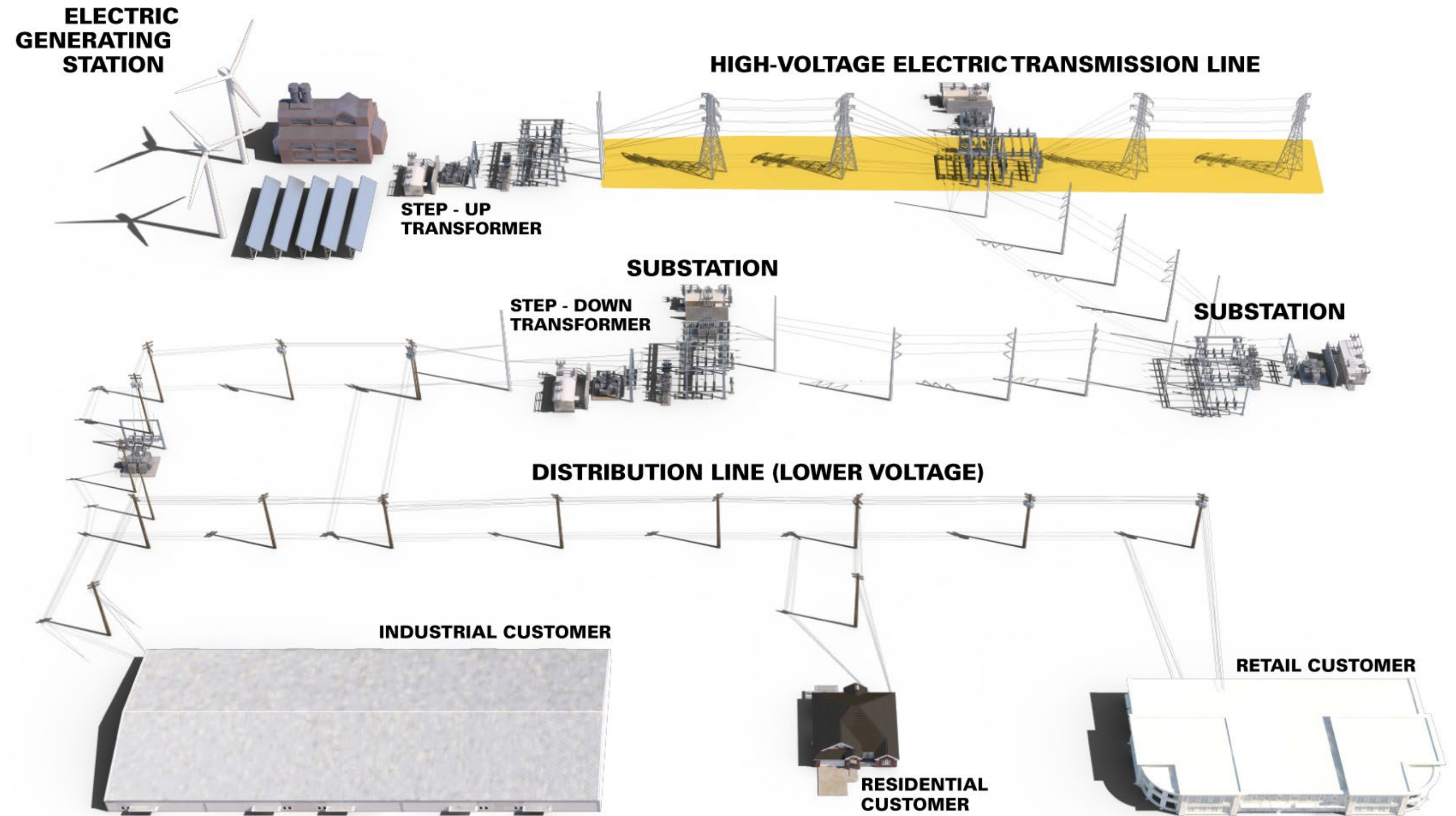
Land Management

- Bureau of Land Management
- National Park Service
- Private
- State
- U.S. Forest Service
- U.S. Fish & Wildlife Service
- Other Federal Land



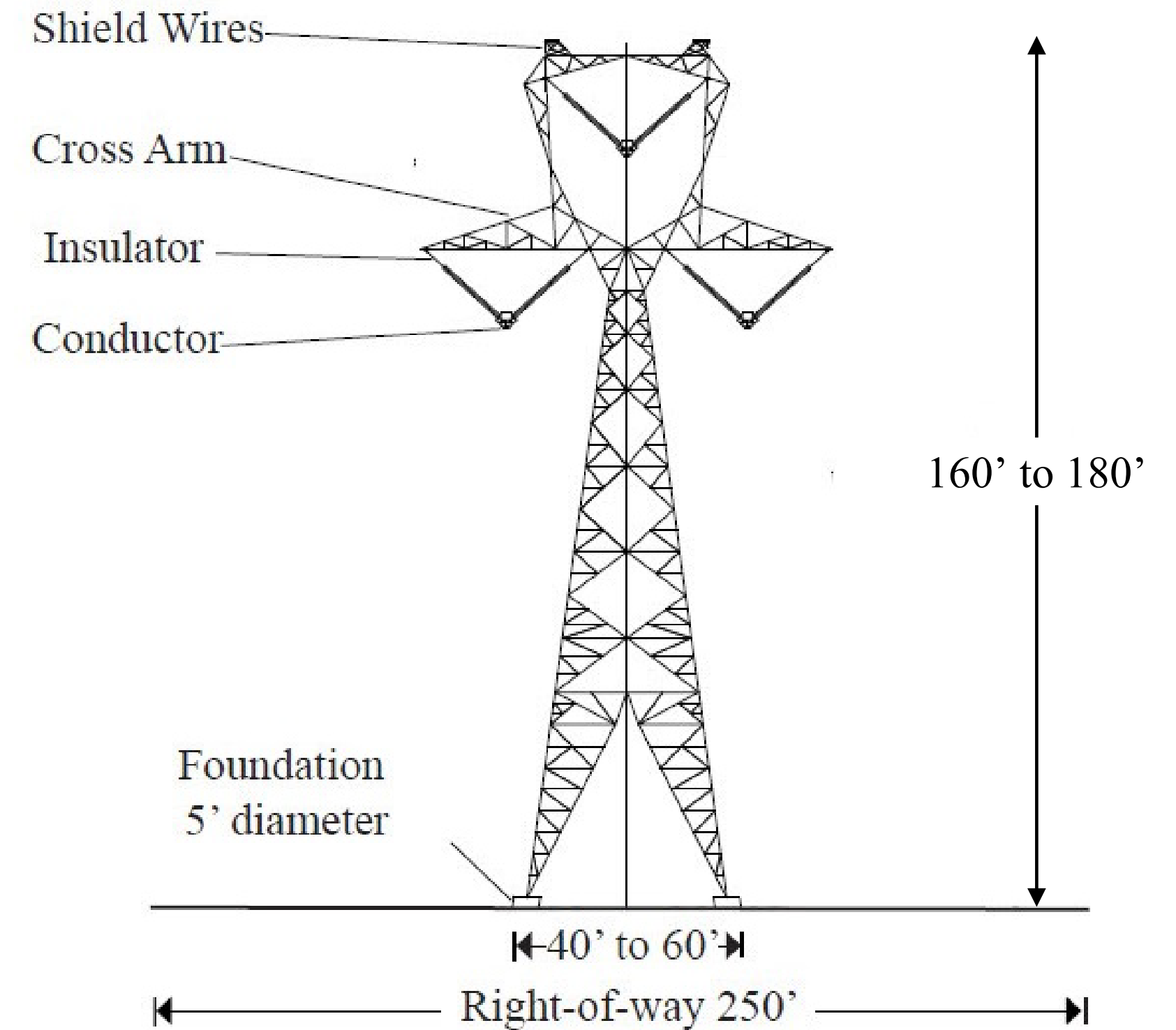
Study Area

From Generation Source to the Customer



Typical Structure Type

- **Voltage:** 500 kV
- **Length:** Approximately 180 miles
- **Structure types:** Steel lattice, single circuit
- **Structure height:** 160 – 180 feet
- **Span between structures:** 800 to 1,400 feet
- **Right-of-way width:** 250 feet



Routing Study

Opportunities to optimize routing

- Parallel existing linear facilities (transmission lines, roads/highways, railroad).
- Use corridors designated by federal agencies for linear facilities.
- Route in areas of compatible land use (e.g., industrial, commercial), areas previously disturbed, and in federally designated corridors.
- Parallel section or property lines.
- Maximize use of existing adjacent, nearby access and areas compatible with overland travel.
- Areas that facilitate efficient and cost-effective transmission line design and construction.

Routing Study

Environmental and Technical Analysis

- Land ownership.
- Existing and planned land use.
- Scenic and aesthetic resources.
- Presence of protected species, critical habitat, conservation area, plants and wildlife.
- Floodplains, wetlands, water crossings.
- Known cultural resources (e.g., prehistoric, historic resources, Native American traditional use areas).
- Engineering factors (e.g., topography accessibility, constructability, potential geologic hazards, road and utility crossings).

Routing Study Approach

We are here

-Purpose and Need
-Project Description

-Public Outreach
and Engagement
Plan

-Routing Study Area
-Data Collection

-Briefings

-Opportunities
and Constraints
Analysis

-Briefings
-CWG Meeting1

-Preliminary
Alternative
Routes

-CWG Meeting 2
-Public Open
House 1

-Alternative Routes
Comparison

-CWG Meeting 3
-Public Open
House 2

-Preferred Route
Selection

-CWG Meeting 4

Evaluation Factors



Public Outreach and Engagement



Fact Sheet



FAQ's



Website Content



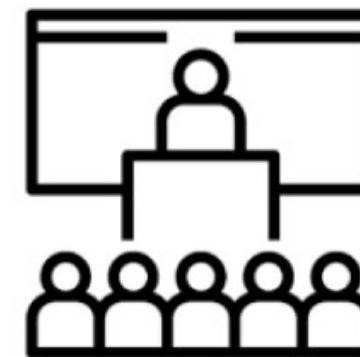
Information
Phone Line



Briefings/
Community Working
Groups



Notifications/
Mailing List



Public Meetings/
Hearings



Email

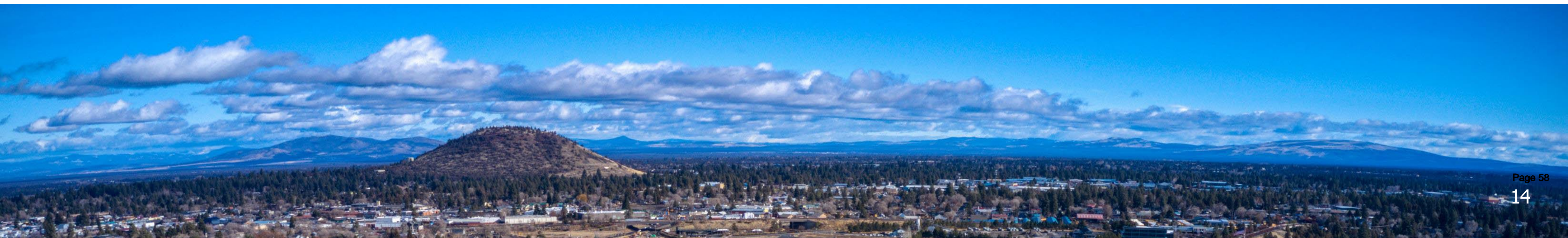
Permitting and Approvals

- Oregon Energy Facility Siting Council (EFSC) Site Certificate – Oregon Department of Energy.
- National Environmental Policy Act (NEPA) EIS and Record of Decision.
- Certificate of Public Convenience and Necessity (CPCN) – Oregon Public Utilities Commission.
- Other required federal, state, and local permits not required by EFSC.



Preliminary Schedule

- Routing Study.....2023 – 2024
- Permitting.....2025 – 2028
- Land Acquisition.....2028 – 2029
- Construction.....2029 – 2031
- In Service.....2032





Contact information:

John Aniello, Project Manager

503.545.9539 | John.Aniello@PacifiCorp.com



Request to place business before the Crook County Court

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Email: Sarah.Puerner@crookcountyor.gov or by mail to 300 NE 3rd 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):

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

IN THE MATTER OF THE COUNTY)
OF CROOK APPROVING THE) ORDER NO. 2024-15
ESTABLISHMENT OF A SCHOOL)
SUPPORT FEE OF 15%)

WHEREAS, HB 2009 (2023) was passed in 2023 and became part of ORS 285C.067; and

WHEREAS, HB 2009 (2023) requires the governing body of each school district along with the governing body of the zone sponsor to set a rate for the school support fee imposed pursuant to Sections 48 (2) and 51 (2) of HB 2009 (2023); and

WHEREAS, this rate must be at least 15 percent and not more than 30 percent. The City of Prineville and Crook County are together the sponsors of the local Enterprise Zone; and

WHEREAS, Crook County School District has coordinated with the governing bodies of the County of Crook and City of Prineville to set the rate; and

WHEREAS, by November 1 in any applicable year, the governing body (bodies) of the zone sponsor will provide the districts with all information necessary for the districts to collect the fee directly from the business firm; and

WHEREAS, by December 1 in any applicable year, the districts shall send to any applicable business firm a notice of the required fee, with a due date not later than December 31 of the same year; and

WHEREAS, the districts shall be responsible for making refunds to business firm(s) of overpayments; and

WHEREAS, if a fee payment is delinquent for more than 60 days following the date of delinquency or any later date allowed for curing the delinquency, the Board shall give written notice of the delinquency to the business firm(s) and the assessor of the county.

NOW, THEREFORE, the Crook County Board of Commissioners adopts the recitals above as its Findings of Fact, and ORDERS and DIRECTS, based upon the above recitals, that: the rate for the school support fee imposed pursuant to Sections 48 (2) and 51 (2) of HB 2009 (2023), for the Prineville/Crook County enterprise zone, is 15%.

DATED this _____ day of _____, 2024.

CROOK COUNTY BOARD OF COMMISSIONERS

Commissioner Seth Crawford

Commissioner Susan Hermreck

Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Susan Hermreck	___	___	___	___
Brian Barney	___	___	___	___

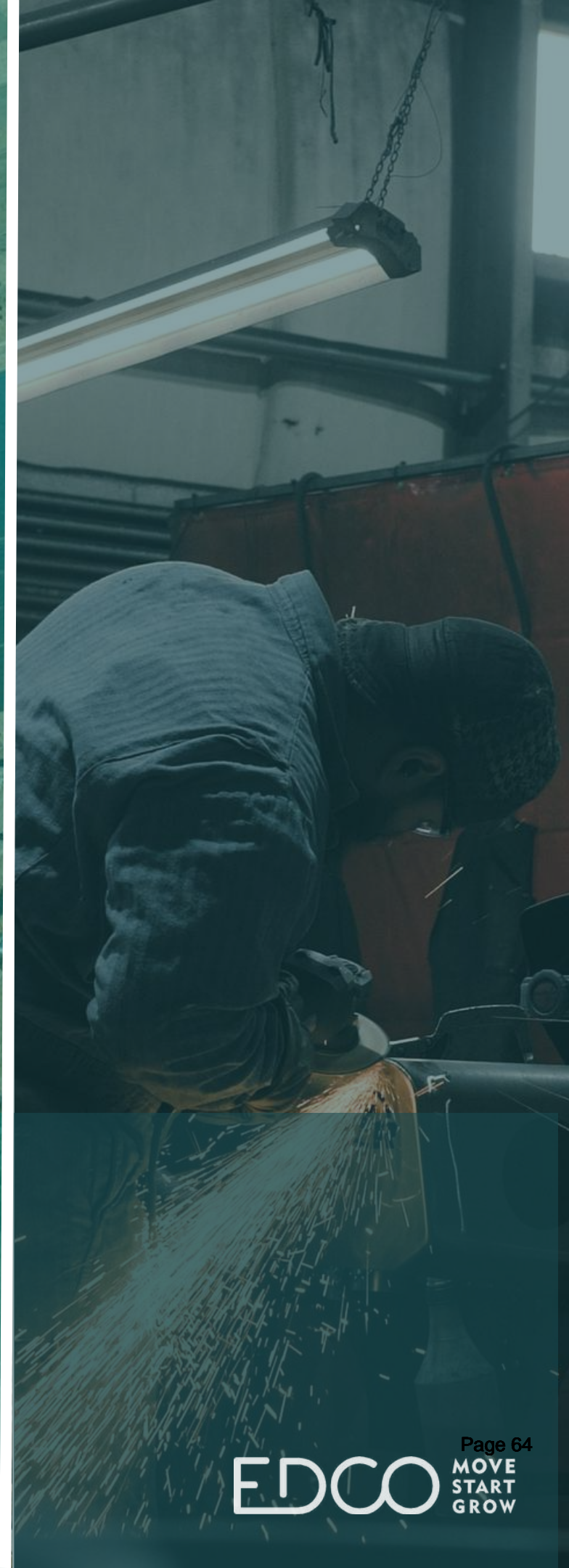


HB



ENTERPRISE ZONE
SCHOOL SUPPORT FEE

2009



WHAT IS THE SCHOOL SUPPORT FEE?

During the 2023 Legislative Session, House Bill 2009 was passed and signed into law. The bill included provisions that created a new “School Support Fee” to be paid to school districts by businesses who are granted property tax exemptions in both standard enterprise zones (SEZ) and long-term rural enterprise zones (LTREZ). These support fees are a payment in lieu of property tax that applies to years 4 and 5 of a SEZ and years 6 to 15 of a LTREZ. These support fees can be set by each district in the amount of 15%-30% and will be paid to the school district as district local revenue in the State School Funding formula. Moreover, the fee money will not benefit the school district’s budget, in that its State School Fund distribution is reduced dollar for dollar.

ENTERPRISE ZONE PROGRAM -	STANDARD	LONG-TERM RURAL FACILITY
WHEN K-12 SCHOOL DISTRICT INVOICES BUSINESS TO ANNUALLY COLLECT FEE	IN YEAR 4 AND 5	IN YEARS 6 THROUGH 15
THUS, LIKELY NOT TO BEGIN BEFORE	2028	2030

WHO PAYS THE SCHOOL SUPPORT FEE?

The school support fee is paid directly to the district by the company receiving the extended (4-5 year) or long-term abatement (6-15 year). The district is required to invoice the company based on the annual tax savings calculated by the county in years four and five or six-plus. The governing body of the zone sponsor, EDCO, will work with the County Assessor's office to provide the district with all information necessary for the district to collect the fee.

WHY IS THE 15% SCHOOL SUPPORT FEE RECOMMENDED?

Lower net temporary financial incentive (property tax abatement) is less attractive to companies to invest and create jobs locally. Higher net cost of investment yields:

- Lower incentive for existing companies to grow and add jobs
- Lower incentive for job-creators to move to Crook County
- Lower incentive for entrepreneurs to start new companies in Crook County
 - Fewer entrepreneurs attracted to Crook County – who create opportunities
 - Fewer jobs created
 - Lower taxable assets / lower property tax revenue for our community
 - Fewer students yielding lower school district revenue

WHAT HAPPENS IF THE FEE IS NOT PAID BY THE BUSINESS?

If the company does not pay the school fee within 60 days of the due date, the school board is required to give written notice to the company and the County Assessor of the delinquency. If the company does not pay the school fee, including relevant penalties and interest charges, they forfeit the remaining years of their abatement and are liable to pay the full amount of property taxes they were originally supposed to pay for the remaining period of the extended abatement.

THANK YOU



Kelsey Lucas,
Prineville/Crook County Director



541.213.3169



kelsey@edcoinfo.com



edcoinfo.com

Enterprise Zone School Support Fee Summary

What is an Enterprise Zone?

An enterprise zone in Oregon is a designated geographical area established by a local government (city, county, port, or tribe) with the purpose of spurring economic development within that specific zone. It achieves this goal by offering tax breaks and other incentives to businesses that locate or expand within the zone.

Benefits for Businesses:

- **Property tax exemption:** Businesses can receive a partial or full exemption on local property taxes for a specific period (typically 3-5 years) for new investments in the zone (e.g., new buildings, equipment).
- **Other potential incentives:** Depending on the specific zone and local government, additional incentives may be offered, such as streamlined permitting processes, regulatory relief, or job training assistance.

Goals of Enterprise Zones:

- **Attract new businesses:** By offering tax breaks and other incentives, the zone aims to attract new businesses to the area, creating jobs and boosting the local economy.
- **Support existing businesses:** The zone can also incentivize existing businesses to expand within the zone, leading to further job creation and economic growth.
- **Revitalize distressed areas:** Sometimes, enterprise zones are established in areas with high unemployment or economic hardship, aiming to revitalize those areas by attracting new businesses and economic activity.

Overall, Oregon enterprise zones are tools for local governments to encourage economic development and create a more competitive environment for businesses.

There are currently 76 enterprise zones across Oregon, spread across both rural and urban areas. Each zone has its own specific boundaries, eligibility criteria, and incentive packages.

What are the benefits?

There are several potential benefits for businesses choosing to locate or expand within an Oregon enterprise zone:

Financial benefits:

- **Reduced property taxes:** The primary benefit is a partial or full exemption on local property taxes for a specific period (typically 3-5 years) for new investments in the zone (e.g., new buildings, renovations to existing buildings, machinery/equipment, and qualified personal property). This can significantly reduce operating costs for businesses, freeing up capital for other essential areas like hiring or expansion.

Competitive advantage:

- **Reduced operating costs:** Combining the potential savings from tax breaks, other incentives, and potentially lower utility costs (depending on the zone) can make a business more competitive by lowering their overall operating costs.
- **Attracting and retaining talent:** The economic benefits and increased employment opportunities in the zone can make it more attractive for qualified workers to live and work in the area, aiding recruitment and talent retention.

Growth opportunities:

- **Stimulated environment:** The increased economic activity within the zone can create a more favorable environment for businesses to thrive. This might include improved infrastructure, increased access to resources, and a growing customer base.
- **Collaboration opportunities:** Some zones offer opportunities for businesses to collaborate and network with other companies in the area, fostering innovation and potential partnerships.

Who qualifies?

Eligible companies are those operating in the traded sector, meaning they sell products or services to customers beyond their local region or state. Such companies can qualify for a standard three-year tax abatement by investing a minimum of \$50,000 and creating at least one new job, but no less than 10% of their current workforce. To qualify for an extended abatement (4-5 years) or a long-term abatement (6-15 years), the average employee compensation must surpass 130% of the county's average wage.

Eligible Businesses:

- **Manufacturing and Processing:** Businesses involved in physical creation or alteration of goods, such as factories, food processors, or manufacturers of various products.
- **Shipping and Distribution:** Companies that handle the transportation and storage of goods, including warehouses, logistics firms, and shipping companies.
- **Supporting Businesses:** Businesses that provide essential services to other businesses within the zone, such as headquarters, call centers, research and development facilities, and certain types of professional services.

Ineligible Businesses:

- **Retail Businesses:** Stores selling directly to consumers, like grocery stores, clothing stores, or restaurants (exceptions might exist in specific zones for specific types of retail).
- **Financial Institutions:** Banks, investment firms, and other financial service providers.

- **Construction Companies:** Businesses primarily involved in building or construction activities.
- **Most Service Businesses:** Businesses providing services directly to consumers, like hair salons, car washes, or legal services. (However, some types of professional services might be eligible depending on the zone.)

Who manages the enterprise zone?

Economic Development for Central Oregon (EDCO) employs Directors that manage the designated zones throughout Central Oregon. The zone sponsors include the City of Prineville and Crook County. That means that all extended abatements need to be approved by their governing bodies which include the City Councils and the County Commission.

What is the school support fee?

During the 2023 Legislative Session, House Bill 2009 was passed and signed into law. The bill included provisions that created a new “School Support Fee” to be paid to school districts by businesses who are granted property tax exemptions in both standard enterprise zones (SEZ) and long-term rural enterprise zones (LTREZ). These support fees are a payment in lieu of property tax that applies to years 4 and 5 of a SEZ and years 6 to 15 of a LTREZ. These support fees can be set by each district in the amount of 15%-30% and will be paid to the school district as district local revenue in the State School Funding formula. Moreover, the fee money will not benefit the school district’s budget, in that its State School Fund distribution is reduced dollar for dollar.

Enterprise Zone Program –	Standard	Long-term Rural Facility
When K–12 school district invoices business to annually collect fee	In year 4 and 5	In years 6 through 15
Thus, likely not to begin before	2028	2030

Who pays the school support fee?

The school support fee is paid directly to the district by the company receiving the extended (4-5 year) or long-term abatement (6-15 year). The district is required to invoice the company based on the annual tax savings calculated by the county in years four and five or six-plus. The governing body of the zone sponsor, EDCO, will work with the County Assessor’s office to provide the district with all information necessary for the district to collect the fee.

Why is the 15% school support fee recommended?

Lower net temporary financial incentive (property tax abatement) is less attractive to companies to invest and create jobs locally. Higher net cost of investment yields:

- Lower incentive for existing companies to grow and add jobs
- Lower incentive for job-creators to move to Crook County

- Lower incentive for entrepreneurs to start new companies in Crook County
 - Fewer entrepreneurs attracted to Crook County – who create opportunities
 - Fewer jobs created
 - Lower taxable assets / lower property tax revenue for our community
 - Fewer students yielding lower school district revenue

What happens if the fee is not paid by the business?

If the company does not pay the school fee within 60 days of the due date, the school board is required to give written notice to the company and the County Assessor of the delinquency. If the company does not pay the school fee, including relevant penalties and interest charges, they forfeit the remaining years of their abatement and are liable to pay the full amount of property taxes they were originally supposed to pay for the remaining period of the extended abatement.

CROOK COUNTY SCHOOL DISTRICT
PRINEVILLE, OREGON
RESOLUTION #06-2023-2024

RESOLUTION: SCHOOL SUPPORT FEES

WHEREAS, HB 2009 (2023) was passed in 2023 and became part of ORS 285C.067; and

WHEREAS, HB 2009 (2023) requires the governing body of each school district along with the governing body of the zone sponsor to set a rate for the school support fee imposed pursuant to Sections 48 (2) and 51 (2) of HB 2009 (2023); and

WHEREAS, this rate must be at least 15 percent and not more than 30 percent;

WHEREAS, the district has coordinated with the governing body of the City of Prineville and Crook County to set the rate;

WHEREAS, by November 1 in any applicable year, the governing body of the zone sponsor will provide the district will all information necessary for the district to collect the fee directly from the business firm;

WHEREAS, by December 1 in any applicable year, the district shall send to the business firm a notice of the required fee, with a due date not later than December 31 of the same year;

WHEREAS, the district shall be responsible for making refunds to business firms of overpayments;

WHEREAS, if a fee payment is delinquent for more than 60 days following the date of delinquency or any later date allowed for curing the delinquency, the Board shall give written notice of the delinquency to the business firm and the assessor of the county;

BE IT THEREFORE RESOLVED that the Crook County School District Board and the governing body of the City of Prineville and Crook County establish the rate of the school support fee of 15 percent.

ADOPTED this 11th day of March, 2024.



Jessica Brumble, Board Chair

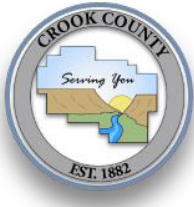


Dr. Duane Yecha, Superintendent

~~3/12~~ 3/12/2024⁹³

Date

AGENDA ITEM REQUEST



Date:

March 18, 2024

Meeting date desired:

March 20, 2024

Subject:

Planning Commission Appointment(s)

Background and policy implications:

Per County policy, the Crook County Planning Commission reviewed five applications to fill an existing vacancy. Upon review of the applications and interviews with some candidates, the Planning Commission recommends appointing Marlo Dill to fill the vacancy. The appointment will be for the remainder of the term ending December 31, 2024. The Planning Commission also recommends appointing Shelby Duncan to a *pro tem* position on the Planning Commission, per CCC 18.172.080(1)(i). Staff suggests making such appointment for the remainder of the year.

Budget/fiscal impacts:

N/A

Requested by:

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

Presenters:

Will Van Vactor

Legal review (only if requested):

n/A

Elected official sponsor (if applicable):

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF THE
 APPOINTMENT TO THE
 PLANNING COMMISSION**

ORDER 2024-18

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

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

NOW, THEREFORE, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointment to the Planning Commission:

Board	Appointee	Term	Oath required
Planning Commission Position #6	Marlo Dill	1 Year Term Expiring: 12/31/2024	Yes
Planning Commission Position: Pro Tem	Shelby Duncan	1 Year Term Expiring: 12/31/2024	Yes

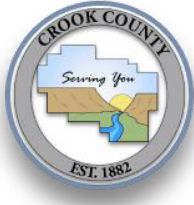
DATED this 20th day of March 2024.

 Seth Crawford
 County Commissioner

 Brian Barney
 County Commissioner

 Susan Hermreck
 County Commissioner

AGENDA ITEM REQUEST



Date:

03/12/2024

Meeting date desired:

When ever

Subject:

Appointment to the Taylor Grazing committee. 2 applications were received. Both are BLM permittees. Recommend the appointment of Gary Bedortha.

Background and policy implications:

County's grazing board approves projects that include the expenditure of Taylor Grazing dollars. Dollars are received from the Federal Treasury (BLM grazing fees paid within the County) annually. Funds are used as cost share for projects that improve range condition and grazing management within BLM allotments in the County. Grazing board is made up of BLM permittees who live and ranch within the County. There is one vacancy, This action will fill that vacancy.

Budget/fiscal impacts:

Having a full membership insures good projects get approved and funds are spent appropriately.

Requested by:

Tim Deboodt, Crook County Natural Resources Coordinator

Presenters:

Tim Deboodt

Legal review (only if requested):

none

Elected official sponsor (if applicable):

none

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF THE
APPOINTMENT TO THE
TAYLOR GRAZING COMMITTEE**

ORDER 2024-19

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

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

NOW, THEREFORE, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointment to the Taylor Grazing Committee:

Board	Appointee	Term	Oath required
Taylor Grazing Position #1	Gary Bedortha	Permanent Member	Yes

DATED this 20th day of March 2024.

Seth Crawford
County Commissioner

Brian Barney
County Commissioner

Susan Hermreck
County Commissioner

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):

March 20, 2024

USDA FS- Ochoco National Forest and Crooked River National Grassland
3160 NE 3rd Street
Prineville, OR 97754

RE: Indaziflam Forest Plan Amendment (ONF-CRNG) #65406

Dear USDA FS-Ochoco National Forest;

The Crook County Commission is in full support of the Indaziflam Forest Plan Amendment (ONF-CRNG) #65406 as submitted to add Indaziflam to the Forest Plans. This modification will benefit sage-steppe and grassland communities that are becoming dominated by invasive annual grasses (medusahead rye, cheatgrass, and ventenata) and creating conditions for intense wildfires. The actions proposed by the USDA Forest Service Ochoco Nat'l Forest and Crooked River Nat'l Grasslands are consistent with regional and local plans.

Within Crook County, the Crooked River Weed management area, the Crook County Soil and Water Conservation District and the Crooked River Watershed Council among others have been working with private landowners over the years to reduce invasive annual grasses, using the best available science and technology. Landowners have shown a strong desire to make lasting changes to resource conditions on their property, including sage grouse habitat. Last year, these groups worked with both private landowners and the USDA FS Ochoco NF treating invasive annual grasses, adjacent to each other within the Beaver Creek area in Crook County. In this Cross Boundary project (23-PA-11060700-006), annual grass treatments included the use of Indaziflam on private lands only, which has shown to be a new tool, having seed control for up to 4 years without another application, thus less pesticides used.

Listed here is a few peer-review papers on the efficacy and the increase in native species biomass from invasive annual grass treatments with indaziflam herbicide.

<https://www.sciencedirect.com/science/article/abs/pii/S1550742415001517>

<https://besjournals.onlinelibrary.wiley.com/doi/full/10.1002/2688-8319.12049>

<https://www.cambridge.org/core/journals/invasive-plant-science-and-management/article/abs/effect-of-indaziflam-on-native-species-in-natural-areas-and-rangeland/3FD2EA4502D93E7EDF9C179B5EBADF2B>

<https://www.cambridge.org/core/journals/invasive-plant-science-and-management/article/abs/evaluating-winter-annual-grass-control-and-native-species-establishment-following-applications-of-indaziflam-on-rangeland/5552D5E60F2AAF931BA353ACF30BEF12>

<https://www.cambridge.org/core/journals/invasive-plant-science-and-management/article/abs/preemergence-control-of-six-invasive-winter-annual-grasses-with-imazapic-and-indaziflam/D58A5EB172E99FB8535EBE788DB73C13>

If this decision to add Indaziflam to the Forest Plan, it is the hope of Crook County that you will soon consider amending the Forest Plan also to allow the application of this product, and others as appropriate via aerial application. Aerial application allows for the safe placement of product (able to meet all set back requirements for sensitive habitats) while optimizing use because application rates are usually less per acre when done aerially. Also aerial applications can reduce overall treatment costs and allow treatment to occur in geographically challenging landscapes where these annual grasses thrive. With today's technology, aerial application includes the use of airplanes, helicopters and now drones.

In closing, again the Crook County Commission is in full support for adding this herbicide, Indaziflam as a Forest Plan Amendment. Increasing the pace and scale of restoration work is essential to meeting many of our shared goals for fish and wildlife habitat, improved water quality, and resilient ecosystems. The success of invasive annual grass treatments means finding new solutions in an ever changing climate to maintain healthy, resilient, and productive forests and grasslands which result in long-term sustainability.

Thank you

Sincerely,

Add Crook County Commission signatures:

File Code: 1950
Date: February 12, 2024

Dear Interested Citizen:

Ochoco National Forest and Crooked River National Grassland are proposing to add indaziflam as an approved herbicide in their Land and Resource Management Plans through the amendment process. This proposal applies to Forest Service land within the boundaries of the Ochoco National Forest and Crooked River National Grassland in Crook, Grant, Jefferson and Wheeler counties.

This amendment is programmatic in nature, with no ground disturbing actions included in the proposal. Once indaziflam is added as a permitted herbicide, its use would be evaluated based upon the 2012 Record of Decision for the Invasive Plant Treatments for the Deschutes and Ochoco National Forests and Crooked River National Grassland (USDA 2012a) and effects analyses within the Final Supplemental Environmental Impact Statement for the Deschutes and Ochoco National Forests and Crooked River National Grassland (USDA 2012b).

Background

All Pacific Northwest (Region 6) Land and Resource Management Plans were amended in 2005 to update their invasive plant management programs, including approval for the use of ten herbicide active ingredients (USDA 2005b). The Region 6 Record of Decision (2005), which was supported by analyses in the Invasive Plant Program Final Environmental Impact Statement (FEIS; USDA 2005a), explained additional herbicide ingredients may be added in the future. Ochoco National Forest and Crooked River National Grassland recently added aminopyralid (USDA 2018), and Malheur NF recently added indaziflam (USDA 2022) to their lists of approved herbicides.

Proposal

I am proposing adding indaziflam to the list of available herbicides for use in the invasive plant management program. There is a need to use this chemical because it is less harmful to the environment, is more selective for plant species, has reduced impacts on non-target species and life-stages, and has increased duration of action when used according to label instructions. This amendment is a minor modification to the Forest Plans, with project design criteria reducing chances for negative impacts. Project-level analysis would be required before indaziflam would be used, and only ground-based applications distant from water sources will be used (no aerial spraying or use in Riparian Habitat Conservation Areas or other waterways). Drift precautions will be taken to prevent contamination of water, non-target plants and adjacent field sites.

Information about indaziflam is summarized in Table 1 and is based on the Human Health and Ecological Risk Assessment for Indaziflam (HHERA; Kestrel Tellevate 2020) using peer-reviewed articles from open scientific literature and current Environmental Protection Agency (EPA) documents. HHERA considered worst-case scenarios, including accidental exposures and application at maximum label rates. Low risk and toxicities are expected (for species tested and



assumed extrapolations to similar species) when using application rates and precautions described on the labels. The Forest Service will follow all label requirements and will add additional requirements to further reduce any potential impacts, especially near water sources. The risk assessments meet the requirements of the Pesticide-Use Management and Coordination Handbook, Forest Service Handbook 2109.14 Chapter 20 (USDA 2016).

Table 1. Indaziflam Characteristics When Used as Directed Per Label.

Indaziflam Characteristics	
Selectivity	Pre-emergent effective on seeds and seedlings of all herbaceous species tested; has aerial application drift of >900ft.
Soil Activity	Adsorbs strongly to acidic soil.
Half Life on Plant Leaves	35 days
Half Life in Water	3.7 days at pH 7; 120 days in water-sand sediment; 239 days in water-loam or clay sediment.
Half Life in Soil	40.3 days in loamy sand at pH 5.6 – 6.5; anaerobic soil over one year.
Mobility	Moderately to fully mobile depending on soil characteristics
Human Health	Little risk to workers or public from proposed use. No substantial concern for accidental consumption of contaminated vegetation or water.
Bio-Concentration Potential	Bluegill sunfish did not show bioaccumulation of concern after 26 days of exposure.
HCB (hexachlorobenzene)	Does not contain
Plants (dicots and monocots)	High Toxicity to foliage and establishing roots
Mammals	Low toxicity to mice, rats, rabbits and dogs tested when acute exposure; negative effects when chronic exposure
Birds	Low toxicity to bird species tested when acute exposure; negative effects when chronic exposure
Fish	Highly toxic to fish species tested when acute exposure. No chronic exposure tests were performed.
Aquatic Invertebrates	Moderate to Highly toxic for estuarine invertebrate species tested. Moderately toxic when acute exposure for freshwater species.
Amphibians	* Unknown –no testing performed for aquatic or terrestrial life stages
Reptiles	* Unknown – not tested
Aquatic Plants and Algae	Toxic when subject to chronic low levels or single high levels.
Honey Bee	Low toxicity
Earthworms	Subacute effects
Terrestrial Invertebrates	Low toxicity for species tested
Terrestrial Microorganisms	* Unknown – not tested
Secondary Effects to Species	* Unknown – not tested

Indaziflam is a broad-spectrum pre-emergent herbicide that inhibits seedling emergence and root development. It can offer a less toxic alternative in certain circumstances and is likely to increase

the effectiveness of treatments for many of the invasive plants of concern that occur on the Ochoco National Forest and Crooked River National Grassland. Three primary reasons effectiveness would increase are:

1. Indaziflam is effective on invasive plants that have been difficult to control due to their presence in the seedbank, particularly annual grasses (cheatgrass, medusahead rye and Ventenata).
2. Indaziflam will provide seedling mortality for at least 2 growing seasons, helping to reduce the seedbank for invasive annual grasses and other targeted species.
3. Indaziflam offers a less-toxic herbicide alternative compared to some products that are currently used.

USA U.S. EPA (2010) has concluded the following if indaziflam is used per the label instructions and without chronic exposure or large spills:

- EPA has classified indaziflam as “Not Likely to be Carcinogenic to Humans”
- Acute and chronic drinking water risk estimates are not of concern
- Short -term risks for handlers are not of concern
- Post-application inhalation exposures to indaziflam are expected to be negligible due to indaziflam’s low vapor pressure and low application rates

The Agency believes that the registration of indaziflam is in the public interest (based on “Review of Public Interest Finding Document of November 19, 2009). Indaziflam controls a broad spectrum of weeds, including species which are difficult to eliminate (including blue grass, goose grass, and crab grass). Indaziflam has greater efficacy in controlling annual blue grass in turf compared to prodiamine and pendimethalin. Indaziflam has a unique mode of action which is not found in other herbicides used for grass weed control and can be used as a tool in herbicide resistant management programs in turf and ornamentals. Indaziflam can be used in combination with other herbicides for a long-term and broader control of grasses and broadleaf weeds. Indaziflam demonstrates lower carcinogenic potential compared to prodiamine, oxadiazon, and pendimethalin (these active ingredients are considered carcinogens).

Currently, management direction on the Ochoco National Forest and Crooked River National Grassland, as amended, read:

“Additional herbicides and herbicide mixtures may be added in the future at either the Forest Plan or project level through appropriate risk analysis and NEPA/ESA procedures.” (USDA 2005b)

“Select from herbicide formulations containing one or more of the following 11 active ingredients: aminopyralid, chlorsulfuron, clopyralid, glyphosate, imazapic, imazapyr, metsulfuron methyl, picloram, sethoxydim, sulfometuron methyl, and triclopyr.” (USDA 2018)

This proposal amends the direction in the following sentence to read (additions/changes in bold):

*“Select from herbicide formulations containing one or more of the following 12 active ingredients: aminopyralid, chlorsulfuron, clopyralid, glyphosate, imazapic, imazapyr, **indaziflam**, metsulfuron methyl, picloram, sethoxydim, sulfometuron methyl, and triclopyr”*

2012 Planning Rule Consistency

This amendment would be consistent with the Forest Service 2012 Planning Rule (36 CFR § 219) by implementing a minor change to a Forest Plan standard by adding indaziflam to the list of herbicides available for use. I do not believe this amendment needs to be informed by a stand-alone assessment (§ 219.6 (c)).

This amendment would not negatively affect the sustainability and diversity requirements (36 CFR § 219.8 and 219.9) of the 2012 planning rule. Adding indaziflam as an herbicide option would help the Forest Service maintain diversity of native species or restore the ecological integrity of terrestrial ecosystems in the proposed area by increasing the effectiveness of invasive plant control while minimizing risk to some non-target plants. This is part of the underlying purpose and need for the project. This decision only allows the addition of indaziflam to the list of herbicides available to use, and does not approve any specific projects which would require further evaluation. The option to use indaziflam along with, or in lieu of, other herbicides would not pose additional risks to ecological integrity.

This amendment would not adversely affect the multiple use requirements of 36 CFR § 219.10. The Region 6 Invasive Plant Program FEIS (2005) considered how invasive plant management direction could influence relevant aesthetic values, air quality, cultural and heritage resources, ecosystem services, fish and wildlife species, forage, geologic features, grazing and rangelands, habitat and habitat connectivity, recreation settings and opportunities, riparian areas, scenery, soil, surface and subsurface water quality, timber, trails, vegetation, viewsheds, wilderness, and other relevant resources and uses. Use of this indaziflam would not influence these findings, and could help reduce the potential for adverse effects on these values from invasive plants or more harmful invasive plant treatments.

This amendment would not influence timber harvest suitability (36 CFR § 219.11) since no lands would be removed from the suitable timber land base and the potential use of the chemical would only be used on invasive plant species and not on trees available for timber harvest.

Public Involvement

I am interested in hearing your questions, concerns or issues related to adding indaziflam to the list of herbicides approved for use on the Ochoco National Forest and Crooked River National Grassland. This letter begins the opportunity to provide comments during a simultaneous 30-day scoping and comment period.

Categorical Exclusion

This action may be categorically excluded from documentation in an environmental impact statement (EIS) or an environmental assessment (EA). The applicable category of actions is identified in agency procedures as "Land management plans, plan amendments, and plan revisions developed in accordance with 36 CFR 219 et seq. that provide broad guidance and information for project and activity decision-making in a NFS unit." 36 CFR § 220.6(e)(16). This action is subject to the objection/ administrative review procedures per 36 CFR § 219, Subpart B, Pre-Decisional Objection Process.

Objection/Administrative Review Process

Individuals and entities who have submitted substantive formal comments related to this proposed plan amendment during opportunities for public comment will have standing to file an objection to the draft decision issued at a later date, pursuant to 36 CFR § 219.53. Comments received in response to this solicitation, including names, addresses, email addresses and phone numbers of those who comment, will become part of the public record for this proposed action. Comments submitted anonymously will be accepted and considered; however, anonymous comments will prevent the agency from providing the commenter with further environmental documents or eligibility to object.

Instructions for Making Comments

Comments for this amendment need to be received by the office address listed below by March 21st, 2024. **Comments are most helpful when they:**

- 1. Clearly and succinctly identify a specific issue, the concern and suggested remedy**
- 2. Include peer-reviewed scientific research publication citations to bolster evidence**
- 3. Highlight a cause-and-effect relationships of the proposed action and the issue of concern**
- 4. Suggest specific ways to refine the action to protect resources or interests while allowing us to be responsive to project goals**

Participants who submit comments may receive future correspondence. Those who do not comment will not receive future updates unless they sign up on the mailing list on the project web page. Click on "Subscribe to Email Updates" option on the right side of the webpage under "Get Connected". The project webpage can be found here:

<https://www.fs.usda.gov/project/?project=65406>

Comments or questions should be submitted to:


Electronic: We strongly encourage you to submit your comments electronically.
<https://cara.fs2c.usda.gov/Public/CommentInput?project=65406>

Written: USDA FS - Ochoco National Forest
 Ella Rowan, NEPA Planner, 3160 NE 3rd Street, Prineville, OR 97754

Verbal: The office business hours are: 8:00 AM to 4:30 PM Monday through Friday, excluding holidays. Oral comments or questions must be provided at the Supervisor's office during normal business hours via telephone or in person. **Please call to make an appointment for in-person comments.** Ella Rowan, NEPA Planner, (541) 416-6583, ella.rowan@usda.gov

Thank you for your interest in the Ochoco National Forest, Crooked River National Grassland and this issue. Your comments, concerns and observations about this amendment are important to the final decision.

Sincerely,

 Digitally signed by A
JEFFRIES
Date: 2024.02.12
12:27:15 -08'00'

A. SHANE JEFFRIES
Forest Supervisor

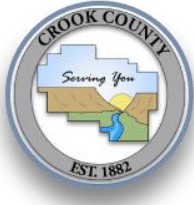
References

- Kestrel Tellevate, LLC. Human Health and Ecological Risk Assessment (HHERA) for Indaziflam – Final Report. USDA Forest Service Contract: AG-3187-B-17-0008. July 31, 2020. p 216. (HHERA 2020). <https://www.fs.usda.gov/foresthealth/pesticide/pdfs/Indaziflam-Report.pdf>
- United States Department of Agriculture. Pacific Northwest Region Invasive Plant Program Preventing and Managing Invasive Plants. Final Environmental Impact Statement, April, 2005. (USDA 2005a).
- United States Department of Agriculture. Pacific Northwest Region Invasive Plant Program Preventing and Managing Invasive Plants. Final Environmental Impact Statement, Record of Decision. October 2005. (USDA 2005b).
- United States Department of Agriculture Forest Service. Deschutes and Ochoco National Forests and Crooked River National Grassland, Invasive Plant Treatments, Record of Decision. May, 2012. (USDA 2012a).
- United States Department of Agriculture Forest Service. Deschutes and Ochoco National Forests and Crooked River National Grassland, Invasive Plant Treatments, Final Supplemental Environmental Impact Statement. April, 2012. (USDA 2012b).
- United States Department of Agriculture Forest Service. Pesticide-Use Management and Coordination Handbook, Chapter 20 – Risk Assessment, *in* Forest Service Handbook 2109.14. August, 2016. (USDA 2016)

United States Department of Agriculture Forest Service. Forest and Grassland Plan Amendments to add Aminopyralid to the List of Authorized Herbicides for the Ochoco National Forest and Crooked River National Grassland. Decision Memo. July, 2018. (USDA 2018).

United States Department of Agriculture Forest Service. Malheur National Forest, Indaziflam Forest Plan Amendment. Record of Decision. May, 2022. (USDA 2022).

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):

Customer Information and Contract Specifications

Customer Name: CROOK COUNTY - OR
Account Number: 3-A62031

Currency: USD
Monthly Recurring Charges (MRC): \$450.00
Non Recurring Charges (NRC): \$7,000.00

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
260 NW 2ND ST PRINEVILLE OREGON 97754 1810 UNITED STATES	Dedicated Internet Access	New	36	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	Access - On Net	New	36	1			\$150.00	\$7,000.00
	- Bandwidth = GigE							
	- Access Sub Bandwidth=100 Mbps							
	IP Port				1	\$0.00	\$0.00	\$0.00
	IP Logical			1	\$300.00	\$0.00	\$300.00	\$0.00
	- Billing Method=Flat Rate							
	- Peak Data Rate = 100 Mbps							
	Subtotal						\$450.00	\$7,000.00
	Totals						\$450.00	\$7,000.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or

otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional

details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific, Europe, Middle East, Africa or Latin America region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore, South Korea and Australia.

11. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: CROOK COUNTY - OR
Total MRC: \$450.00 Total NRC: \$7,000.00
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 03-13-2024

AGENDA ITEM REQUEST



Date:

March 14, 2024

Meeting date desired:

March 20, 2024

Subject:

Bids for the Fairgrounds' Jockey Room Project

Background and policy implications:

Crook County was a recipient of a \$277,777 grant from the Oregon Business Development Department for Fairgrounds capital improvements. The Fairgrounds elected to construct a new Jockey Room. The new Jockey Room will be a 2,088 square foot building with a public meeting facility and two bathrooms, a mechanical room, and 12 parking spaces.

The County received one bid, from Bex Construction, in the amount of \$490,900.

Budget/fiscal impacts:

The \$277,777 state grant offsets the total bid price.

Requested by:

Casey Daly

Casey.daly@CrookCountyOR.gov

541-447-6575

Presenters:

Casey Daly

John Eisler

Legal review (only if requested):

Legal drafted

Elected official sponsor (if applicable):

N/A

Bid Proposal

TO: **Crook County**

ADDRESS: **300 NE Third Street, Prineville, Oregon 97754**

PROJECT TITLE: **Jockey Room Project**

Bidder's person to contact for additional information on this bid:

Name: Marshall Bex Company: Bex Construction

Address: P.O. Box 330 Prineville OR. Telephone: 541-350-7800

CCB#: 47747 Email: mailgun518@hotmail.com

Bidder's lump sum bid for the Jockey Room Project is: \$ 490,900⁰⁰

(feel free to attach additional documentation)

For additional information regarding this proposal, see the sample contract. The Exhibits attached and incorporated into this Proposal are:

- A. Bidder's Certificate
- B. Bid Bond
- C. Non-Collusion Affidavit
- D. First-Tier Subcontractors Disclosure Form
- F. Sample Contract with Exhibits
- E. Plans and Specifications

1. OVERVIEW OF SCOPE OF WORK

The Crook County Fairgrounds is replacing its Jockey Room, and this Project entails the construction of a new Jockey Room facility, pursuant to the plans and specifications included herein as Exhibit E. Generally, the Project involves the construction of a new 2,088 square foot building, with a public meeting facility and two bathrooms, a mechanical room, 11 parking spaces with bump stops, and one ADA parking space.

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

Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for themselves, and to their complete satisfaction, all information concerning site conditions.

Each Bidder shall inform themselves of, and the Bidder awarded a Contract shall comply with, all federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

19. BIDDER'S INFORMATION

The name of the Entity submitting this Proposal is: Bex Construction, doing business at P.O. Box 330 Prineville OR 97254.

This is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Marshall Lee Bex

Acknowledgement of Addenda numbers: _____

If sole proprietor or partnership:

IN WITNESS hereto the undersigned has set its hand this 11 day of March, 2024.

Signature: 

Title: owner

Printed Name: Marshall Lee Bex

If Corporation or LLC:

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its signature affixed by its duly authorized officers this ____ day of _____, 2024.

Signature: _____

Title: _____

Printed Name: _____

BIDDER CERTIFICATE

THIS CERTIFICATION MUST BE COMPLETED, SIGNED, AND RETURNED.
FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.

Lawful Operation

Bidder will obtain all necessary operating permits and licenses to do the work and will carry insurance as required by Crook County. Bidder will obtain all necessary building permits. Moreover, Bidder certifies conformance with all federal, state, and local laws and regulations, executive orders, and ordinances applicable to the work under the Contract Documents.

Public Contracting Laws and Prevailing Wages

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code chapter 3.12 for public improvements and public works contracts and ORS Chapter 279C. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation. Moreover, Bidder will comply ORS 279C.838, 279C.840, or 40 USC 3141 to 3148 regarding wages.

Construction Contractors Board (CCB)

Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractors Board as follows:

CCB Registration No.: 47747 Expiration Date: 5/22/24

Non-Discrimination

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder . . . shall certify . . . that the bidder . . . has not discriminated and will not discriminate, in violation of subsection (1)."

CHECK ONE: Bidder states that it:

Has discriminated or will discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

///

Resident Bidder

A "resident bidder" is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

CHECK ONE: Bidder is is not a resident bidder.

Oregon Tax Laws

For purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri-Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

CHECK ONE: Bidder states that it:

Has authority and knowledge regarding the payment of taxes and that Bidder is, to the best of its knowledge, not in violation of any Oregon Tax laws.

Does not have authority and knowledge regarding the payment of taxes and that Bidder is, to the best of its knowledge, not in violation of any Oregon tax laws.

Bidder is currently in violation of Oregon Tax laws.

Drug Testing

ORS 279C.505(2) requires that all public improvement contracts require contractors to demonstrate that it has an employee drug-testing program in place that applies to all employees and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.


Bidder certifies that:

- The Bidder will have a drug testing policy in place at time of contract award; and
- The Bidder shall maintain the drug testing policy for the duration of the contract; and
- The Bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

CHECK ONE: Bidder states that it:

Does comply with ORS 279C.505(2).

Does not comply with ORS 279C.505(2).

Not at this time but can if necessary


Insurance

The successful bidder will be required to carry public liability insurance and worker's compensation insurance at all times. The successful bidder will, not later than the date of execution of the contract, and prior to the commencement of the work, deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

CHECK ONE: Bidder states that it:

Can and will deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

Cannot or will not deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

Public Works Bond

Bidder certifies that it is in compliance with ORS 279C.826 Statutory Public Works Bond for contractor and all subcontractors.

STATEMENT REGARDING CERTIFICATIONS

Bidder understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of bid proposals for the contract.

I, the undersigned, a duly authorized representative of Bidder, hereby certify that the answers to the foregoing Bidder Certificate questions, representations, and all statements therein contained are true and correct.

Signature: 

Date: 3/8/24

By: Marshall Bex

Title: owner

Firm: Bex Construction

Phone: 541-350-7800

Bex Construction
Commercial-Residential
Building-Remodeling

Marshall Bex
Nailgun518@hotmail.com
541-350-7800
CCB# 47747
PO Box 330
Prineville, OR 97754

Commercial & Residential
Billing Process

Customers name: Crook County Jockey Room
Jobsite address: 1280 S main ST
Work to be performed: New Building

Description of charges for vendors and workers on each project: EST#: 334

All work done thru Bex Construction will be as follows:

All workers & subcontractors & temp payroll agency will be billed out at a hourly rate of \$ 86⁰⁰ Per man hour, this will include Marshall Bex's hours. The list of workers licensed, will carry their own sub-contractors Insurance and will be updated with Builder's Board. Bex will have those on file. The ones working thru temp agencies will be covered on workman's comp. A list of workers, working hourly are listed below. If there is another worker brought on site. They will be either Licensed contractor or be ran thru a temp agency service as described above.

1. Cal Petz
2. Richard McConnell
3. Dylan Hatch
4. Derek Nash
5. Ernie Nash
6. Silas Earl

All vendors will have a 12% OHP mark up on the job they perform. This includes suppliers ran thru Bex Construction for the materials and services on the project. Examples listed

1. Electric company (ex: Cooper Electric)
2. Lumber & supplies (Parr/Home Depot/ true value/Lumber store/ Lowe's)
3. Plumbers
4. H.V.A.C. (heating & cooling firms)
5. Concrete suppliers & concrete finishers
6. Insulators
7. Excavation all phases
8. Roofing companies & supplies

Date: _____ Customer signature: _____

Date: 3/8/24 Contractor signature: 

March 12, 2024

Agent Code: 36 16760

Prineville Insurance
P. O. Box 608
Prineville, OR 97754

Re: CNA Surety bONdLINE Prequalification Request Number 21612911 X
Marshall Bex
dba Bex Construction
Company Code: 601 – Western Surety Company

Approved!

We are pleased to inform you the FAST-Track prequalification application you submitted for your customer meets our criteria for bonding under our FAST-Track program and is prequalified to apply for bonds up to \$500,000 single limit and up to \$500,000 aggregate limits. We will charge a rate of 3%. * *Please provide a copy of this letter to the applicant.*

To accommodate the quickest possible service for any upcoming bond requests, please proceed as follows:

- 1) Provide a fully completed and signed FAST-Track General Agreement of Indemnity.
- 2) Please use bONdLINE® to submit a "FAST-Track Application" for the quickest service. We encourage using bONdLINE® so we have details about the bond or job such as: type and size of work, contract terms, bid details, bond form, and number of years your customer has been in business. If you prefer to submit a paper application, you can find the forms on our website for submitting by fax or email to uwservices@cnasurety.com.

Upon receipt of this information, our underwriters will quickly review and respond to your bond requests. Thank you for considering CNA Surety. If you have any questions, please contact Underwriting Services at 1-800-331-6053.

**Note: This Approval constitutes pre-approval for credit only, and does not obligate the Company to provide any bond. This letter should not be relied upon as a binding agreement for Bonds of any type, and shall not be utilized for any purposes other than those outlined in this letter. The Company in its sole discretion may decline to issue any Bond for any reason and shall not be liable to applicant, indemnitor(s), or any person or entity as a result of such declination. This prequalification letter is valid for 90 days unless terminated by the Company in writing.*



For Single Bonds or Aggregate Programs up to \$500,000, complete page 1.

For Aggregate Programs in excess of \$500,000, up to \$800,000, complete page 1 and page 2.

Application

APPLICANT DATA

Type of Business: [] Partnership [] (S) Corporation [] (C) Corporation [x] Sole Proprietorship [] LLC [] LLP
Company Name Bex CONSTRUCTION Phone
Company Address P.O. BOX 330 City Prineville State OR Zip 97754
Type of Trade CONSTRUCTION Date started in Business 1984
Has the applicant been in claim, and/or, denied bonding by another surety? Yes [] No [x] Explain (if yes)

OWNER DATA / INDEMNITORS

(Provide the information below on all owners; including spouses, if owners; use additional sheet if necessary)

Name Marshall Bex Name
Address 3135 Yellow Pine Rd Address
City/State/Zip Prineville OR 97754 City/State/Zip
SS# [redacted] DOB 05/18/1954 SS# DOB
% of Business Ownership 100 Married [x] Yes [] No % of Business Ownership Married [] Yes [] No
Spouse Name [redacted] Spouse Name

CNA Surety may obtain a personal credit report about the Applicant and its Owners in order to confirm the information provided in this Application and for underwriting purposes. For new applicants, complete and sign the General Indemnity Agreement.

BOND REQUEST DATA

If no bond is needed at this time, but only prequalification for future bonding, check here [x]

Anticipated Start Date Time for Completion Maintenance Period
Obligee (Who is requiring the contractor get a bond?)
Obligee Address City State Zip
Job Legal Description (Project Name)
Job Physical Address City State Zip
Scope of Work

*This application is not intended for use in connection with Design-Build Contracts, Subdivision or Site Improvement over \$200,000, Asbestos Abatement, Completion, Hazardous Materials, or Multi-Year Contracts where term of contract is over 5 years.

Check and Complete: (For private jobs or subcontracts, please enclose a copy of the contract and bond form for projects over \$150,000.)
(check one only) (For service type contracts, provide a copy of the contract.)

[x] Bid Bond:
Bid date 3/12/24
Estimated total amount of bid: \$ 490,000
Engineers Estimate: \$ [] None
Bid Bond %, or flat amount 10%

OR Contract Price \$ 490,000
Contract Date (Date when contract is signed)
[x] Performance & Payment Bond [] Supply Bond
[] Subcontractor Performance & Payment Bond
[] Stand Alone Maintenance Bond \$

Status of Outstanding Bid Bonds:

Bond No. Bid Awarded: [] Yes [] No
Bond No. Bid Awarded: [] Yes [] No

Bid secured by: Check [] Bond [] Negotiated []
Next two lowest bidders
\$ \$ [] No other bidders

BOND FORM DATA

Name of Agent signing as Power of Attorney
(Name here)

[] CNA Form [] State Form (Send copy)
[] AIA Form [] Obligee Form (Send copy)
[] Federal Contract #
State of Incorporation

AGENCY DATA

Agency Name Prineville Insurance Agency Code 36-16760

For your protection California law requires the following to appear on this form: Any person who knowingly and with intent to defraud any insurance company or person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime under applicable law. The applicants and indemnitors certify the truth of all statements in the application and authorize the Company to verify this information and to obtain additional information from any source including obtaining a credit report.



Complete this page for Aggregate Programs in excess of \$500,000, up to \$800,000.

Contractor's Company Name _____ File Number(s) Reference _____

Contractor's Company Address _____ City _____ State _____ Zip _____

FINANCIAL DATA Please submit the following:

- Company Financial Requirements for (C) Corporations, (S) Corporations, and LLCs: Provide the company's last 2 years fiscal year-end financial statement...
Business Financial Requirement for Sole Proprietorships and Partnerships: Provide the last 2 years fiscal year-end financial statement on the business...
Personal Financial Statements: Provide a copy of each owner's latest personal financial statement...

Does the contractor have a formal bank line of credit? [] Yes [X] No
If "Yes" amount of Line of Credit? _____ Amount currently borrowed? _____

EXPERIENCE DATA

List the three largest contracts completed in the last five years: Table with columns: Bond Number (if applicable), Kind of Work, Location (City/County, State), Contract Price, Year Completed, Final Gross Profit

List the two largest jobs you presently have underway, giving the following information: Table with columns: Bond Number (if applicable), Kind of Work, Location (City/County, State), Contract Price, % of Completion, Estimated Gross Profit, Date to be Completed

OPERATIONS DATA

Liability Insurance Company and Limits American Hallmark 1 million/2 million Expiration Date 3/17/25
Type of trades you perform: CONSTRUCTION
Territory in which you perform work (present and planned) OREGON
Trades subcontracted:

GENERAL DATA

- Disputes, Financial Difficulties, Problems, Etc. a. Failed in business or declared bankruptcy? Yes No X
b. Failed to complete a job or been assessed with delay damages?... Yes No X
c. Been involved in any lawsuits or disputes in the last 5 years? Yes No X
d. Do you have any corporate or personal assets held in trust or escrow accounts?... Yes No X
e. Are any business or personal assets restricted or pledged for any purpose (i.e. collateral for a loan, etc.)?... Yes No X
f. Were you bonded in the past - By whom? Yes No X

Explain all "yes" answers fully below or attach explanation

AGENCY DATA

Agency Name _____ Agency Code _____ - _____

Phone: 1-800-331-6053 / Fax 605-335-0357

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GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the undersigned Indemnitors ("Indemnitors") for the benefit of Surety in connection with any Bond, as defined below, which may have been or may hereafter be provided for the benefit of or at the request of any one or more Indemnitors. If any Indemnitors have previously executed an indemnity agreement in favor of Surety, this Agreement shall be in addition to and not in lieu of or in replacement of such other agreement.

I. DEFINITIONS.

The following terms shall be defined as follows for purposes of this Agreement:

A. **Bond:** Any surety bond, undertaking, or other obligation in the nature of a guaranty or suretyship, as well as alterations, amendments, extensions, substitutions, and renewals issued or procured by the Surety on, before, or after the date of this Agreement for (a) any Indemnitor or any of their respective parent companies, subsidiaries, and affiliates; (b) any joint venture, partnership, association, limited liability company, or other legal entity in which one or more of the persons and entities identified above in sub-paragraph (a) have a direct or indirect interest; or (c) at the request of any Indemnitor.

B. **Contract:** Any contract or obligation whose performance is covered or guaranteed under a Bond.

C. **Event of Default:** Any one or more of the following: (a) any breach of the terms and conditions of this Agreement; (b) Principal's breach, abandonment or forfeiture of a Contract; (c) any bankruptcy, insolvency, assignment for the benefit of creditors, appointment of a receiver or conservator, or similar proceeding concerning the Principal or any Indemnitor, whether voluntary or involuntary.

D. **Loss:** Any (a) claim, demand, liability, charge, suit, fee, or expense, including but not limited to attorney (both outside and in-house) and consultant fees, incurred by the Surety as a result of issuing or procuring a Bond; (b) cost incurred by Surety in procuring or attempting to procure a release from liability under a Bond; (c) cost incurred in investigation or adjustment of any claim or potential claim under a Bond; (d) costs incurred by Surety in enforcing the Indemnitors' obligations under this Agreement; and (e) any other cost incurred by Surety arising from the issuance or procurement of a Bond. The term Loss shall also include any advances or loans to any Principal or Indemnitor that are not repaid to the Surety as required by the terms of such advances or loans.

E. **Principal:** The person(s) and entity (ies) whose Contract obligations the Surety is requested to guarantee by issuing or procuring a Bond. Principal includes any person or entity identified on a Bond as "Principal" or "Contractor."

F. **Surety:** "CNA Surety" is a business brand for CNA's marketing of surety business written through Continental Casualty Company and its insurance subsidiaries including Western Surety Company, Surety Bonding Company of America, and their respective parent and subsidiary companies, affiliates, predecessors, successors, assigns and reinsurers. The term Surety shall also include any other person or entity which, at the request of the above, may act as surety or co-surety on any Bond.

II. INDEMNITY.

The Indemnitors agree:

A. To defend, indemnify, and save harmless Surety from and against any and all Loss Indemnitor which the Surety may pay or incur.

B. To pay Surety all premium due on Bonds at the rates and times specified by the Surety. The Indemnitors specifically acknowledge and agree that the Surety's right to charge and collect premiums continues until the Surety is provided written evidence, satisfactory to the Surety that (i) its liability on such Bond has been discharged or (ii) its termination of liability as a matter of law.

C. That in any claim or suit arising out of or related to any Bond or this Agreement, an itemized statement of Surety's loss and expense, sworn to by a representative of Surety, or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of Indemnitor's liability under this Agreement.

D. To deposit collateral security with the Surety upon demand in an amount that Surety shall reasonably determine is necessary to protect it from Loss whether or not Surety has made any payment.

E. That in the Event of Default: (a) the Surety shall have the right, but not the obligation, to take possession of the work under any Contract, to complete such Contract, or cause or consent to the completion thereof, with any cost thereof being Loss; (b) the Indemnitors hereby assign, transfer, and set over to the Surety all of their rights under the Contracts, including: (i) their right, title and interest in and to all subcontracts let in connection therewith; (ii) all machinery, plant, equipment, tools and materials upon the site of the work or elsewhere for the purposes of the Contracts, including all material ordered for the Contracts; (iii) all patents, licenses, permits and computer software used for the performance of any Contract and/or financial record keeping of the same; (iv) all actions, causes of action, claims and demands whatsoever relating to the Contracts; and (v) any and all sums due under the Contracts at the time of the Event of Default or which may thereafter become due; (c) the Indemnitors hereby authorized the Surety to endorse in the name of the payee, and to receive and collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof; and (d) the Indemnitors hereby irrevocably nominate, designate and appoint the Surety and its designees as their attorney-in-fact with all the powers necessary to exercise any right granted in this Agreement, including but not limited to the power to make, endorse, execute, sign, and deliver any and all additional or other instruments, checks, drafts, deposits, ACH and wire transfer directives and orders, change of address notices, liens and releases thereof, applications, certificates, draw requests, orders, releases, and papers deemed necessary or desirable by the Surety in order to give full effect to the obligations assumed and the agreements made by Indemnitors hereunder, the assignments and conveyances made herein, and the full protection intended to be herein given to the Surety under all the provisions of this Agreement. The Indemnitors ratify and confirm all acts undertaken by the Surety and/or its designees as such attorney-in-fact.

F. That all payments earned on any Contract shall be held in trust as trust funds for the completion of the Contract and the payment of Indemnitors' obligations for labor, material, equipment, supplies or services furnished in the performance of the Contract. Upon an Event of Default and the Surety's request, Indemnitors shall open an account with a bank acceptable to the Surety for the deposit of such trust funds.

G. That upon an Event of Default, the Indemnitors grant the Surety a security interest in all property, rights, and assets of the Indemnitors, including, but not limited to, all inventory, equipment, instruments, investments, contracts rights and proceeds, insurance, accounts, and deposits ("Collateral"). This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Surety in accordance with the Uniform Commercial Code and any similar statute and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety. Indemnitors authorize the Surety upon an Event of Default to file this Agreement or a photocopy thereof and any schedules or statements necessary to describe the Collateral covered by such filing.

III. GENERAL PROVISIONS.

The Indemnitors further agrees as follows:

A. **Books and Records; Credit Reports.** Upon demand and reasonable notice, the Surety shall be provided access to the books and record of the Indemnitors which includes but is not limited to papers, books, records, contracts, reports financial information and electronically stored information for the purpose of review and copying. The Surety is authorized to obtain a credit report on any Indemnitor at any time while the Surety may be liable under any Bond.

B. **Joint and Several Liability.** Indemnitors' obligations under this Agreement are joint and several. Surety's release of any one Indemnitor shall not release any other Indemnitor. No action or inaction of Surety with respect to anyone other than Indemnitor shall relieve the Indemnitor of any obligation owned under this Agreement. Indemnitor shall not be released from liability under this Agreement because of the status, condition, or situation of any party to this Agreement or any Principal.

C. **Defects in Execution.** If the execution of this Agreement by any Indemnitor is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Indemnitor. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.

D. **Prior Bonds.** Indemnitors waive any defense related to the date of this Agreement's execution and acknowledge that any and all Bonds executed pursuant to any Indemnitor's request before the date of this Agreement were executed by the Surety in reliance on this Agreement. Indemnitors understand and agree that this Agreement is a continuing agreement to indemnify over an indefinite period.

E. **Claim Notices.** Immediately upon becoming aware of any claim, demand, or proceeding concerning a Bond, the Indemnitors shall send notice of same to the Surety at:
CNA Surety, Claim Department
151 North Franklin, 17th Floor
Chicago, Illinois 60606

F. **Claim Settlement.** Surety shall have the right in its sole discretion to decide whether any claims arising out of or related to any Bond shall be paid, compromised, defended, prosecuted, or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Absent Surety's intentional wrongdoing, Indemnitor agrees to be conclusively bound by Surety's resolution of any and all claims and to accept Surety's determination of liability in regard to any and all claims. Page 106

G. **Bond Declination.** Surety may decline to execute any Bond for any reason and shall not be liable to Indemnitor, or any person or entity, as a result of such declination.

H. **Termination.** An Indemnitor may terminate liability to Surety under this Agreement by sending written notice by registered mail of intent to terminate to Surety, in care of Western Surety Company, P.O. Box 5077, Sioux Falls, South Dakota 57117-5077. Termination will be effective twenty days after actual receipt of such notice by Surety, only for Bonds signed or committed to by Surety after the effective date of termination.

I. **Issuing Surety.** Indemnitors understand and agree that other than for the entity issuing a Bond, no other entity included within definition of the "Surety" in this Agreement assumes any obligation whatsoever with respect to either this Agreement or such Bond.

J. **Electronic Image.** An electronic signature, e-signature, eSignature, electronic image, printout, copy, or facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.

K. **Bond Changes.** The Indemnitors' obligations to the Surety shall remain unchanged in the event of any changes in any Bond without regard to notice or consent by any Indemnitor. The Surety shall have no obligation to give the Indemnitors notice of the execution, renewal, or modification of a Bond.

L. **Other Agreements.** Indemnitors agree that this Agreement is not a replacement, release, or alteration of any other agreement between any Indemnitor and the Surety but shall be in addition to such other agreement unless expressly stated otherwise herein.

M. **Amendment; Assignment.** This Agreement may not be altered or amended except by a writing executed by the Indemnitors and the Surety. This Agreement and the Indemnitors' obligations hereunder may not be assigned without the prior written consent of the Surety.

N. **Date of Agreement.** The date of this Agreement shall be the earliest date that any Indemnitors executes this Agreement.

PLEASE NOTE: Indemnity is required of the entity AND all owners and spouses personally. (1) Applicant must provide the indemnity of the entity by dating and signing with authorized title below. (2) All owners and their spouses must sign as personal indemnitors. Refer to the boxes at the right for examples of proper indemnity by indemnitor type. BY SIGNING (WHETHER ELECTRONICALLY OR TRADITIONALLY) THIS GENERAL INDEMNITY AGREEMENT, INDEMNITORS ARE ACKNOWLEDGING THEY HAVE READ AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS ON PAGES ONE AND TWO OF THIS DOCUMENT.

(1) Dated: 3 / 8 / 2024
 (Month) (Day) (Year)

Company Name (Print): BOX CONSTRUCTION
 (As listed on questionnaire)

Entity Type:	Proper Indemnity:
Sole Proprietor	John Doe, Owner
Partnership	Jane Doe, Partner
Corporation	John Doe, President
LLC	Jane Doe, Managing Member

Authorized Signature X  Title: Owner
 (Printed) Marshall L. Box Title: _____

Indemnitor Type:	Proper Indemnity:
Personal	John Doe, Indemnitor
Spouse	Jane Doe, Indemnitor

(2)

Indemnitors: Signature X _____ Indemnitors: Signature X _____
 (Printed) _____ Spouse: (Printed) _____

Indemnitors: Signature X _____ Indemnitors: Signature X _____
 (Printed) _____ Spouse: (Printed) _____

Indemnitors: Signature X _____ Indemnitors: Signature X _____
 (Printed) _____ Spouse: (Printed) _____

Indemnitors: Signature X _____ Indemnitors: Signature X _____
 (Printed) _____ Spouse: (Printed) _____

All business submitted on this Indemnity Agreement shall be reviewed and underwritten by Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117-5077

NON-COLLUSION AFFIDAVIT

STATE OF Oregon)
) SS.
COUNTY OF Crook)

marshall Bex DBA Bex construction being first duly sworn, on oath says that the bid submitted to which this affidavit is a part, is a genuine and not a sham or collusion bid, or made in the interest of or on behalf of any person not therein named; and that the person, firm, association, joint venture, partnership, co-partnership or corporation herein named, has not directly or indirectly induced or solicited any Bidder to put in a sham bid, nor directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition bidding in the preparation and submission of a bid for consideration in the award of a Contract for **Jockey Room Project** sought by the **CROOK COUNTY** described in the Contract Documents of which this affidavit is a part; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

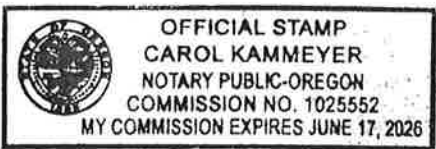
Marshall Bex

Bex Construction
(Bidder) marshall Bex Owner

SUBSCRIBED AND SWORN TO before this 12th day of March, 2024

Carol Kammeyer
(Signature)

Carol Kammeyer
(Print Name)



Notary Public in and for the State of Oregon

My commission expires: 6-17-2026

NOTE: This form must be completed and submitted with the bid.

FIRST-TIER SUBCONTRACTOR DISCLOSURE



PROJECT NAME: Crook County Jockey Room Project

BID #: _____

BID CLOSING: Date: _____ Time: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) <u>RMC Contracting</u>	\$ <u>15,975⁰⁰</u>	<u>Excavation + Asphalt</u>
(2) <u>Atlas Concrete</u>	\$ <u>36,540⁰⁰</u>	<u>Concrete work</u>
(3) <u>Loomis Plumbing</u>	\$ <u>54,487⁰⁰</u>	<u>Plumbing + Fixtures</u>
(4) <u>Prineville Heating</u>	\$ <u>24,925⁰⁰</u>	<u>HVAC</u>
(5) <u>Cooper Electric</u>	\$ <u>31,000⁰⁰</u>	<u>Electrical</u>
(6) <u>DD Insulation</u>	\$ <u>9,444⁰⁰</u>	<u>Insulation</u>
(7) <u>Harris Drywall</u>	\$ <u>19,789⁰⁰</u>	<u>Drywall</u>
(8) <u>Advanced Cabinets</u>	\$ <u>4,760⁰⁰</u>	<u>Cabinets</u>
(9)	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): Marshall Bex Bex Construction

Contact name: Marshall Bex Phone no.: (541) 350-7800

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
 - (b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
 - (c) This subsection applies only to public improvement contracts ("projects") with a value, estimated by the contracting agency, of more than **\$100,000**.
 - (d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:
- (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
- (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
- (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.
- (6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

Bex Construction

PO Box 330
Prineville, OR 97754

Estimate

Date	Estimate #
10/29/2023	334

Name / Address
Crook County Fair grounds Jockey building.

			Project
Description	Qty	Cost	Total
JOCKEY SHOWER ROOM AND MEETING ROOM.			
1. permits. County. (Plans by others. Permit and planning by county for issued permits by others.) Permits for electrical building Plumbing ect All Permits. estimated. (No SDC's)(Note their is no engineering for HVAC =Electrical = Plumbing. In this bid any requirements from county for additional engineering or prints are not in this bid.) (Note their is not fire suppression system or monitors for any fire system in this Bid.)	1	4,567.00	4,567.00
2. excavation/backfill/final grading. Ditches and backfill building footprint.. RMC contracting. Gravel & all excavation	1	15,975.00	15,975.00
3. Asphalt repaving after building work is complete. after sidewalks are completed. around building site only no cutting or removing of any asphalt in this bid.	1	4,768.20	4,768.20
4. foundation materials Labor and materials for all concrete to complete the Project. This will be a Mono pour for the Project. Bex will not do stem wall and slab inside because of time frame for the completion. The in ground plumbing and concrete will be installed while walls are being framed in Parking lot. Includes Sidewalks and entry slab as per Plans front and back .	1	36,540.00	36,540.00
5. Sheet Metal Gutters 140 lft with 6 downspouts 5" color chose by owner.	1	1,880.00	1,880.00
6. Materials for Framing/Sheathing Plywood sub siding framing. (Trusses In different line Item)	1	26,720.00	26,720.00
7. Labor for Framing /Sheathing frame walls exterior set trusses facia and sheet. All interior walls	1	49,360.00	49,360.00
8. Metal walls and roof priced together. all metal and trims and Fasteners. Materials only	1	7,802.00	7,802.00
		Total	

Bex Construction

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Prineville, OR 97754

Estimate

Date	Estimate #
10/29/2023	334

Name / Address
Crook County Fair grounds Jockey building.

			Project
Description	Qty	Cost	Total
9. scaffolding and rentals and lifts.	1	5,800.00	5,800.00
10. Labor on Siding. metal. Install all building wrap all rat run and metal c-channel and metal	1	15,760.00	15,760.00
11. Parking lot stripping front of building ADA stall and sign and parking laid out for the rest of the lot in front of the building.	1	2,845.00	2,845.00
12. Labor to install windows and forta flash each before metal siding includes metal flashing. Materials and labor.	1	1,376.00	1,376.00
13. windows. 4 white vynal size as per plan 5x4 2@ox 2@xo	1	1,856.00	1,856.00
14. F.R.P White 10' x 4' Panels on all surfaces of both Bathrooms as per plan Labor to install panels and trims. Materials FRP Panels Inside corners. caps. Outside corners. splices. glue (Note this is probably not necessary to full wall the FRP I would suggest to maybe just go up 8 ft and not all the walls to save some money Just a suggestion)	1	20,862.00	20,862.00
15. Shower walls tile 12"x 12" wall tile water proofing and supply tiles and labor. Mud set pans O clearance all 4 mud set to finished concrete floor tile only in shower pan area.	1	18,060.00	18,060.00
16. Interior Painting. ceilings walls not covered by FRP Paneling Interior and doors Labor and materials	1	8,650.00	8,650.00
17. Exterior Painting staining of beams at entry and soffit overhangs and facia not covered by metal. Labor and materials	1	4,280.00	4,280.00
18. plumbing and fixtures Loomis plumbing Bid	1	54,487.00	54,487.00
19. Trusses. also includes truss stabilizers to set.	1	8,640.00	8,640.00
		Total	

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Prineville, OR 97754

Estimate

Date	Estimate #
10/29/2023	334

Name / Address
Crook County Fair grounds Jockey building.

			Project
Description	Qty	Cost	Total
20. Trusses crane set walls and trusses/ walls will be framed in Parking lot while plumbing and slab are being complete then walls will be stood in place after slab is poured. to save time on this project.	1	3,560.00	3,560.00
21. HVAC Prinrville heating.	1	24,925.00	24,925.00
22. Electrical wiring and fixtures cooper as per plans.	1	31,000.00	31,000.00
23. Insulation exterior walls net and blow in. attic blow in as per code. R-24 Blow in exterior walls=R-49 In ceiling=R-13 un faced sound walls= Foam at windows and doors= Baffles at eve vents	1	9,444.00	9,444.00
24. Drywall Harris Drywall Bid.	1	19,789.00	19,789.00
25. Doors/Trim/Finish work 5 Prehung 3ft x 7ft 2 exterior 3 interior Fiberglass no windows. with locksets.and closers. (Note Doors are not timley frames and slabs)	1	10,768.00	10,768.00
26. Doors/Trim/Finish work Labor to hang doors and install hardware. Includes drilling and mounting front beam brackets. (Not two main entry store fronts.)	1	7,860.00	7,860.00
27. Doors . two entry store fronts mill finish with closers. 3ft x 7ft high. ADA compliant swing both ways. Labor and materials to install.	1	13,500.00	13,500.00
28. Bathroom Partitions both sides. color to be chose by Fairgrounds. Materials.	1	9,751.00	9,751.00
29. Labor to install Bathroom partitions and tp holders and paper towel ect.	1	5,960.00	5,960.00
30. cabinets install and materials Over head above the washer and dryer Top and one base. Need details for the cabinets and storage for a firm price. No benches in either bathroom.	1	4,760.00	4,760.00
		Total	

Bex Construction

PO Box 330
Prineville, OR 97754

Estimate

Date	Estimate #
10/29/2023	334

Name / Address
Crook County Fair grounds Jockey building.

Project

Description	Qty	Cost	Total
31. Lockers 6 each side labor to assemble and install and 4 sections of three lockers. Free standing lockers basic style fastened to wall color gray	1	4,878.00	4,878.00
32. Appliances none in bid. Two on demand water heaters gas are in Plumbing Bid. No washer and dryer.		0.00	0.00
33. Rubber Base 6" all walls labor and materials. Glue/ Base/ Labor To install	1	1,865.00	1,865.00
34. flooring. Stained concrete will have color in concrete at time of pour.. Clear finish on finished concrete.This will be applied towards last part of finish out of fixtures and subs. a non skid finish will be applied on last coat. of clear.	1	4,200.00	4,200.00
35. Porch beam frame labor and materials match plans as close as possible on beam work. Includes painted brackets.	1	14,824.00	14,824.00
36. Porta Potty	1	720.80	720.80
37. No landscaping in this bid. By others.		0.00	0.00
38. 2 changing stations ECR4 Horizontal Diaper Changing Station One in each Bathroom. Labor to install and Material cost for two units.	1	684.00	684.00
39. dump/haul off/etc tru job. trailer and clean up and haul off each phase.	1	3,235.00	3,235.00
40. ADA Parking lot stripping and signs. Front of new building no other stripping past that area.	1	2,876.00	2,876.00
41. demolition of job site Demo complete.Of asphalt and existing building.		0.00	0.00
		Total	


Bex Construction

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Prineville, OR 97754

Estimate

Date	Estimate #
10/29/2023	334

Name / Address
Crook County Fair grounds Jockey building.

Description	Qty	Cost	Project
			Total
42. Bex P.O.H.	1	26,072.00	26,072.00
43. Any extras see Time and material sheet. attached with bid. This attached sheet shows labor rate and Percent rate on any time and materials work .		0.00	0.00
44. Electrical tie into service not in Bid panel to power only conduit under slab to 5 ft from building past that not in Bid., Gas meter to building 5ft Installed by Gas Co not in Bid. sewer hookup is within connection is in Bid for existing size only no changes past that in Bid. Water service existing will hook up to that no changing or running of any new services Not in Bid if need new water run past 5 ft of building.		0.00	0.00
Date: _____ Customer Sign: _____		0.00	0.00
Date: <u>3/8/24</u> Contractor Sign: 		0.00	0.00
Total Bid. Draws as scheduled to build this Building in the time frame That is left. I am making a list of draws so things do not get held up. Bex Construction will pay all vendors and workers subs ect weekly .Or as invoices for the individual jobs get completed either for ruff or finish stage.		0.00	0.00
Any changes will be agreed on and signed by both contractor and customer before any work gets done on that area of change.		0.00	0.00
Total Bid \$490,900.00		0.00	0.00
1.. First Draw at start of project. -----\$80,000.00		0.00	0.00
2. Second Draw pouring of slab with Plumbing in and inspected. -----\$ 100,000.00		0.00	0.00
		Total	Page 114

Bex Construction

PO Box 330
Prineville, OR 97754

Estimate

Date	Estimate #
10/29/2023	334

Name / Address
Crook County Fair grounds Jockey building.

			Project
Description	Qty	Cost	Total
3. Third draw setting of trusses-----\$ 100,000.00		0.00	0.00
4. Forth draw. Metal on roof and insulation in walls and drywall is complete.-----\$ 100,000.00		0.00	0.00
5. fifth draw finishing of FRP and painting interior and exterior.-----\$45,000.00		0.00	0.00
6 Final Payment Due after final inspections and Certificate of occupancy-Amount Pending changes or extras on Project.----- ----- \$ 65,900.00		0.00	0.00
		Total	\$490,900.00

ARTISANS ADVANTAGE ENHANCED COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM**
- CAUSES OF LOSS – SPECIAL FORM**
- COMMERCIAL PROPERTY CONDITIONS**
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

When this endorsement is attached to the policy, insurance under the Building and Personal Property Coverage Form, the Causes of Loss – Special Form, the Commercial Property Conditions and the Commercial General Liability Coverage Form is enhanced to provide the coverages described in this endorsement. All other conditions of the policy continue to apply.

This coverage is subject to the provisions applicable to the Building and Personal Property Coverage Form, Causes of Loss – Special Form, the Commercial Property Conditions and the General Liability Coverage Form.

SCHEDULE

<u>Coverage Enhancements</u>	<u>Limits of Insurance Each Location</u>
<u>Property Coverage</u>	
Premises Boundary	1,000 feet
<u>Property Coverage Extensions</u>	
Newly Acquired or Constructed Property	
Buildings	\$500,000. at Each Building
Business Personal Property	\$250,000. at Each Building
Personal Effects and Property of Others	\$ 25,000. at Replacement Cost
Valuable Papers and Records (Other than Electronic Data)	\$ 25,000.
Property Off-Premises (Including Laptops and Other Electronic Equipment)	\$ 15,000.
Outdoor Property (Named Perils)	\$ 1,000. per tree/shrub, max. limit \$25,000.
Non-Owned Detached Trailers	\$ 10,000.
Accounts Receivable	\$ 50,000.
Property in Transit (Including Laptops and Other Electronic Equipment)	\$ 15,000.
Fine Arts	\$ 25,000.
<u>Property Additional Coverages</u>	
Debris Removal	\$ 25,000.
Fire Department Service Charge	\$ 5,000.
Pollutant Clean-up and Removal	\$ 15,000.
Electronic Data	\$ 25,000.
Interruption of Computer Operations	\$ 15,000.
Arson Reward	\$ 5,000.
Water Back-Up and Sump Overflow	\$ 25,000.
Brands and Labels	\$ 25,000.
Employee Theft	\$ 10,000.
Business Income Including Extra Expense	\$ 25,000.
Business Income from Dependent Properties	\$ 10,000.
Claims Expenses	\$ 10,000.
Inventory or Appraisal Cost	\$ 5,000.
Money and Securities	
Inside	\$ 10,000.
Outside	\$ 5,000.
Off Premises Power Failure – Direct Damage	\$ 10,000.
Ordinance or Law Coverage	
Coverage A	Included within Building Limit.
Coverages B and C Combined	25% of Bldg. Limit, \$150,000. maximum
Outdoor Signs	\$ 10,000.
Recharging of Fire Extinguishers	\$ 5,000.
Unauthorized Business Card Use	\$ 5,000.
Forgery or Alteration	\$ 10,000.
Salespersons Samples	\$ 2,500.

Inland Marine Coverages

Installation Coverage	\$ 10,000.
Contractors Equipment Coverages:	
Small Tools	\$ 5,000. (Maximum limit per item \$1,000)
Employee Small Tools	\$ 1,000. (Maximum limit per item \$250)
Leased and Rented Equipment	\$ 5,000.
Rental Reimbursement	\$ 1,000.

General Liability Additional Coverages

Blanket Additional Insured (Including Primary Non-Contributing Coverage)	Included in Each Occurrence Limit
Mobile Equipment Broadened Coverage	Included in Each Occurrence Limit
Aggregate Limit Per Project	Included in Each Occurrence Limit
Blanket Waiver	Included in Each Occurrence Limit
Voluntary Property Damage Coverage	\$ 2,500.

The following applies to coverages under this endorsement only.

Property Coverage

The phrase 'within 100 feet of the described premises' used in Paragraphs **a.(5)(b)**, **b.** and **c.(2)** under **A.1. Covered Property** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** and Paragraph **2.c.(1)** under **C. Limitations** of the **CAUSES OF LOSS – SPECIAL FORM** is replaced by the phrase 'within 1,000 feet of the described premises'.

Property Coverage Extensions

Paragraph **A.5. Coverage Extensions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted in its entirety and replaced by the following:

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a)** Your new buildings while being built on the described premises; and
- (b)** Buildings you acquire at locations, other than the described premises, intended for:
 - (i)** Similar use as the building described in the Declarations; or
 - (ii)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(2) Your Business Personal Property

- (a)** If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i)** Business personal property, including such property that you newly acquire, at any location you acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
 - (ii)** Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
 - (iii)** Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

- (b)** This Extension does not apply to:

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- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to:
 - (a) Personal effects owned by you, your officers, your partners or members, your managers or your employees.
 - (b) Personal property of others in your care, custody or control.

This Extension does not apply to employee tools.

- (2) The most we will pay for loss or damage under this Extension is \$25,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

(3) Extension Of Replacement Cost To Personal Property Of Others

- (a) Replacement Cost coverage is extended to apply to personal property of others.
- (b) Paragraphs 3.b.(1) and 4. under **G. Optional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** are deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- (c) With respect to replacement cost on the personal property of others the following limitation applies:

If an item of personal property of others is subject to a written contract which governs your liability for loss or damage to that item, then valuation of that item will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to valuable papers and records that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Extension includes the cost to research lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

- (2) Coverage under this Extension is limited to the "specified causes of loss" as defined in the **CAUSES OF LOSS – SPECIAL FORM**, and Collapse as set forth in that form.

- (3) This Extension does not apply to:

- (a) Property held as samples or for delivery after sale;
- (b) Property in storage away from the premises shown in the Declarations.

- (4) Section **B. Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension, except for:

- (a) Paragraph **B.1.c.** Governmental Action;
- (b) Paragraph **B.1.d.** Nuclear Hazard;
- (c) Paragraph **B.1.f.** War And Military Action;
- (d) Paragraph **B.2.f.**;
- (e) Paragraph **B.2.g.**; and
- (f) Paragraph **B.3.**

- (5) The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$25,000.

For valuable papers and records not at a described premises, the most we will pay is \$5,000 in any one occurrence. Such amounts are additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-Premises (Including Laptops And Other Electronic Equipment)

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$15,000.

e. Outdoor Property (Named Perils)

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, retaining walls (other than retaining walls that are a part of a building), radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Vandalism;
- (5) Vehicle Damage;
- (6) Riot or Civil Commotion; or
- (7) Aircraft.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$10,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Accounts Receivable

- (1) You may extend the insurance that applies to Your Business Personal Property to accounts receivable. We will pay. Page 120

- (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by "loss"; and
 - (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable; that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.
- (2) The most we will pay under this Extension for loss or damage in any one occurrence at each described "premises" is \$50,000.
- (3) Section **B.Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension, except for:
- (a) Paragraph **B.1.c.** Governmental Action;
 - (b) Paragraph **B.1.d.** Nuclear Hazard;
 - (c) Paragraph **B.1.f.** War And Military Action;
 - (d) Paragraph **B.2.f.**;
 - (e) Paragraph **B.2.g.**; and
 - (f) Paragraph **B.3.**
- (4) The following additional exclusion applies to the Extension:
We will not pay for:
- (a) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money," "securities" or other property.
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
 - (b) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
 - (c) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

h. Property In Transit (Including Laptops And Other Electronic Equipment)

F.1. under **Additional Coverage Extensions** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and replaced with the following:

1. Property In Transit (Including Laptops And Other Electronic Equipment)

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$15,000.

i. Fine Arts

- (1) You may extend the insurance that applies to Your Business Personal Property to cover "fine arts" owned by you and located on the premises described in the Declarations
- (2) In addition to the exclusions in **CAUSES OF LOSS – SPECIAL FORM** we will not pay for loss or damage caused by or resulting from repairing, restoration, or retouching processes.
- (3) In the event of loss or damage, we will pay the actual cash value of the item. The actual cash value will be the price you paid for the item, or the value as determined by an appraisal of the item not more than 360 days prior to the date of loss or damage. In no event will the actual cash value exceed the amount necessary to replace the item with substantially like property.

(4) The most we will pay for "fine arts" at any premises described in the Declarations is \$25,000.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

Property Additional Coverages

The following are Additional Coverages. The Additional Condition, Coinsurance, does not apply to these coverages.

A. Debris Removal

A.4.a. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense	\$ 35,500

Debris Removal Expense
Payable

Basic Amount	\$ 10,500
Additional Amount	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500). The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$35,500) exceeds 25% of the loss payable plus the deductible (\$35,500 is 44.375% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$35,500 = \$115,000) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$35,500.

B. Fire Department Service Charge

A.4.c. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

C. Pollutant Clean-up And Removal

A.4.d. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$15,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

D. Electronic Data

A.4.f. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

f. Electronic Data

(1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data, which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) In addition to the "specified causes of loss" as defined in the **CAUSES OF LOSS – SPECIAL FORM**, and Collapse as set forth in that form, the following are covered causes of loss:

(a) A virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

(b) Changes in your electrical power supply, including interruption, power surge, blackout or brownout, if the cause of such event originates 100 feet or less from any premises described in the Declarations;

(c) Dishonest acts committed by your employees acting alone or in collusion with other persons, except you or your partners, directors or trustees, but theft by employees is not covered;

- (d) Dampness or dryness of atmosphere or changes in or extremes of temperature;
 - (e) Floods, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; and
 - (f) Earth movement, such as an earthquake, landslide or earth sinking, rising or shifting.
- (4) The most we will pay under this **Additional Coverage – Electronic Data** is \$25,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved.

E. Interruption Of Computer Operations

We will pay your necessary "Extra Expense" to continue normal operations caused by an interruption in computer operations due to destruction or corruption of your electronic data due to a Covered Cause of Loss.

We will also pay for your actual "Business Income" if you must close all or part of your business due to destruction or corruption of your electronic data due to a Covered Cause of Loss.

The most we will pay under this coverage is \$15,000 for any one occurrence.

Under this **Additional Coverage – Interruption Of Computer Operations**, electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.

F. Arson Reward

We will reimburse you for an arson reward that you give to someone who discloses information that leads to the conviction of a person or persons for arson at the premises described in the Declarations.

The most we will pay under this coverage is \$5,000 each occurrence.

G. Water Back-Up And Sump Overflow

1. We will pay for direct physical loss or damage to Covered Property caused by or resulting from:
 - a. Water which backs up through or overflows from a sewer or drain; or
 - b. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph b. above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

2. The coverage described in Paragraph 1. above does not apply to loss or damage resulting from an insured's failure to:
 - a. Keep a sump pump or its related equipment in proper working condition; or
 - b. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
3. The most we will pay under this coverage is \$25,000 each occurrence.
4. With respect to the coverage provided in this **Additional Coverage – Water Back-Up and Sump Overflow**, Paragraph 3. of the **Water Exclusion** included in this Policy does not apply.

H. Brands And Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or part of the property at an agreed or appraised value. If so, you may:

1. Stamp the word 'Salvage' on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
2. Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

We will pay reasonable costs you incur to perform the activity described in Paragraphs 1. and 2. above. The most we will pay for these costs and the value of the damaged property under this Additional Coverage is \$25,000.

Payments under this Additional Coverage are subject to and not in addition to the Limits of Insurance.

I. Employee Theft

1. We will pay for direct loss of or damage to Your Business Personal Property and your "money" and "securities" resulting from "theft" committed by any of your "employees" acting alone or in collusion with other persons (except you or your partners, members or managers) with the manifest intent to:
 - a. Cause you to sustain loss or damage; and also
 - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (1) Any "employee"; or
 - (2) Any other person or organization.

2. We will not pay for loss or damage:
 - a. Resulting from any dishonest or criminal act that you or any of your partners, members, officers, "managers," directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons; or
 - b. The only proof of which as to its existence or amount is one or both of the following:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.
3. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$10,000.
4. All loss or damage:
 - a. Caused by one or more "employees"; and
 - b. Involving a single act or series of related acts; is considered one occurrence.
5. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
6. This Additional Coverage does not apply to loss caused by an "employee" after discovery by:
 - a. You; or
 - b. Any of your partners, officers or directors, or members or "managers" not in collusion with the "employee"; of any "theft" or any other dishonest act committed by that "employee" before or after being hired by you.
7. **Extended Period To Discover Loss**
 - a. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this policy, which is discovered by you no later than 1 year from the date of that termination or cancellation.
 - b. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
8. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
 - a. This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - b. The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
9. The insurance under Paragraph 8. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - a. This Additional Coverage as of its effective date; or
 - b. The prior insurance, had it remained in effect.
10. None of the exclusions in Section B. **Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM** apply to Employee Theft Coverage provided under this endorsement except:
 - a. **B.1.c. Governmental Action;**
 - b. **B.1.d. Nuclear Hazard;** and
 - c. **B.1.f. War And Military Action.**
11. We will not pay for loss as specified below:
 - a. **Acts Committed by You or Your Partners**
Loss resulting from any dishonest or criminal act committed by your or any of your partners whether acting alone or in collusion with other persons.
 - b. **Indirect Loss**
Loss that is an indirect result of any act or occurrence covered by this insurance including, but not limited to, loss resulting from:
 - (1) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to "money" and "securities".
 - (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this Additional Coverage.

- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage.

c. Legal Expenses

Expenses related to any legal action.

12. Ownership Of Property; Interests Covered

The property covered under this Additional Coverage is limited to property:

- a. That you own or lease;
- b. That you hold for others; or
- c. For which you are legally liable, except for property inside the premises of a "client" of yours.

However, this coverage is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this coverage must be presented by you.

13. Valuation – Settlement

Subject to the Limit of Insurance, we will pay for:

- a. Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - (1) At face value in the "money" issued by that country; or
 - (2) In the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was discovered.
- b. Loss of "securities" but only up to and including their value at the close of business on the day that loss was discovered. We may, at our option:
 - (1) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
 - (2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (a) Value of the "securities" at the close of business on the day the loss was discovered; or
 - (b) Limit of Insurance.

J. Business Income Including Extra Expense

1. Coverage

a. Business Income

Business Income means the:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (2) Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Business Income includes "Rental Value."

We will pay the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from any Covered Cause of Loss.

b. Extra Expense

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expenses to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the premises described in the Declarations or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location;
- (2) Minimize the "suspension" of business if you cannot continue "operations."

We will pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.

2. Additional Coverages

a. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations," the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

b. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
 - (2) When Civil Authority for Business Income ends;
- whichever is later.

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this additional coverage, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations," with reasonable speed, to the level which would generate the "business income" amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this additional coverage, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and

(b) Ends on the earlier of:

- (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
- (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

3. Limits of Insurance

The most we will pay for loss under this **Additional Coverage - Business Income Including Extra Expense** in any one occurrence is \$25,000.

Payments under the following additional coverages will not increase the applicable Limit of Insurance:

- a. Alterations and New Buildings;
- b. Civil Authority; or
- c. Extended Business Income.

4. Valuation

The following is added to **E.7. Valuation of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:**

g. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no loss or damage occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (b) Deeds, liens or contracts.

h. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration" once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

i. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Additional Coverage and:

- (1) We have reached an agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

j. Resumption of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations," in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

If you do not resume "operations," or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

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5. Limitation – Interruption of Computer Operations

- a. Coverage for Business Income does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the **Additional Coverage – Interruption Of Computer Operations**.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the **Additional Coverage – Interruption Of Computer Operations**.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

K. Business Income From Dependent Properties

1. We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the coverage period. The "suspension" must be caused by direct physical loss of or damage at the premises of a dependent property caused by or resulting from a Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to electronic data, including destruction or corruption of electronic data. If the dependent property sustains loss or damage to electronic data and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced. Electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.

The most we will pay under this Additional Coverage is \$10,000 in any one occurrence.

2. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations," in whole or in part, by using any other available:
 - a. Source of materials; or
 - b. Outlet for your products.
3. If you do not resume "operations," or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
4. Business Income, as it pertains to this **Additional Coverage – Business Income From Dependent Properties**, means:
 - a. Net income (net profit or loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss; and
 - b. Continuing normal operating expenses incurred, including ordinary payroll.
5. Dependent property means property operated by others whom you depend on to:
 - a. Deliver materials or services to you, or to others for your account. But services does not mean water, communication or power supply services;
 - b. Accept your products or services;
 - c. Manufacture your products for delivery to your customers under contract for sale; or
 - d. Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

6. The coverage period for Business Income under this Additional Coverage:
 - a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property; and
 - b. Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.
7. The Business Income coverage period, as stated in Paragraph 6., does not include any increased period required due to the enforcement of any ordinance or law that:
 - a. Regulates the construction, use or repair, or requires the tearing down, of any property; or
 - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.

L. Claims Expenses

In the event of covered loss or physical damage we will pay up to \$10,000 in any one occurrence as an additional Limit of Insurance to cover reasonable expenses incurred by you at our specific request to assist us in:

1. The investigation of a claim or suit; or
2. The determination of the amount of loss, such as taking inventory, or auditing business records.

M. Inventory Or Appraisal Cost

We will pay up to \$5,000 each occurrence for the cost of any inventory or appraisal required as a result of direct physical loss or damage to covered property caused by or resulting from a Covered Cause of Loss.

N. Money And Securities

1. We will pay for loss of "money" and "securities" used in your business caused by "theft," disappearance or destruction. The most we will pay for loss in any one "occurrence" under this coverage is:

- a. \$10,000 for "money" and "securities" while inside the "premises" or a "banking premises."
- b. \$5,000 for "money" and "securities" while in the care and custody of a "messenger."

2. **Additional Exclusions Applicable to Money And Securities**

We will not pay for loss as specified below:

- a. Loss resulting from accounting or arithmetical errors or omissions;
- b. Loss resulting from the giving or surrendering of property in any exchange or purchase.
- a. Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- d. Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:
 - (1) Acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise.
- e. Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises."
 - (1) On the basis of unauthorized instructions; or
 - (2) As a result of a threat to do:
 - (a) Bodily harm to any person; or
 - (b) Damage to any property.
 - (3) But, this exclusion does not apply to loss of "money" and "securities" while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you:
 - (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- f. Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

3. **Additional Conditions**

- a. The reference to "money" and "securities" in Subparagraph **A.2.a. Property Not Covered** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** does not apply to the coverage provided by this form.
- b. You must keep records of all "money" and "securities" so we can verify the amount of loss or damage.

O. Off Premises Power Failure – Direct Damage

1. With respect to coverage provided in this **Additional Coverage – Off Premises Power Failure – Direct Damage**, Exclusion **B.1.e.** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted in its entirety and replaced as follows:

- e. **Utility Services**

The failure of utility service (other than Power Supply Service) supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the **Special 30 Exclusion** in Paragraph **B.4.a.(1)** applies to these coverages.

2. The following Additional Coverage is added:

Off Premises Power Failure – Direct Damage

- a. We will pay for loss of or damage to Covered Property caused by an interruption in Power Supply Service to the described premises. The interruption in Power Supply Service must result from direct physical loss or damage by a Covered Cause of Loss to property that is located off the described premises.
- b. Coverage under this Additional Coverage does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.
- c. Power Supply Service means the following types of property supplying electricity, steam or gas to the described premises:
 - (1) Utility generating plants;
 - (2) Switching stations;
 - (3) Substations;
 - (4) Transformers; and
 - (5) Transmission lines, including overhead transmission lines.
- d. The most we will pay for any one occurrence is \$10,000.

P. Ordinance Or Law Coverage

Exclusion **B.1.a. Ordinance Or Law** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and the following coverage applies:

1. Ordinance or Law Coverage applies only if the following is satisfied.

- a. The ordinance or law:
 - (1) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - (2) Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- b. (1) The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
- (2) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
- (3) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this additional coverage even if the building has also sustained covered direct physical damage.

c. In the situation described in 1.b.(2) above, we will not pay the full amount of loss otherwise payable under the terms of **Coverage A** and/or **Coverage B and C Combined** of this additional coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of **Coverages A and/or B and C Combined** of this endorsement.

2. Under this coverage, we will not pay for loss due to any ordinance or law that:

- a. You were required to comply with before the loss, even if the building was undamaged; and
- b. You failed to comply with.

3. Under this coverage, we will not pay for:

- a. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus," wet or dry rot or bacteria; or
- b. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants," "fungus," wet or dry rot or bacteria.

4. Coverage A: Coverage for Loss to the Undamaged Portion of the Building

- a. If a Covered Cause of Loss occurs to covered building property at the premises described in the Declarations, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.
- b. **Coverage A** is included within the Limit of Insurance applicable to the covered building property at the premises described in the Declarations. **Coverage A** does not increase the Limit of Insurance.
- c. Loss will be determined as follows:
 - (1) If the Replacement Cost Coverage Option applies and the property is repaired or replaced, on the same premises or another premises, we will not pay more than the lesser of:
 - (a) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building property.
 - (2) If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:
 - (a) The actual cash value of the building at the time of loss; or
 - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building property.

5. Coverages B: Demolition Cost and C: Increased Cost of Construction (Combined)

If a Covered Cause of Loss occurs to covered building property, we will pay up to 25 percent (25%) of the Limit of Insurance applicable to building property at the premises described in the Declarations, subject to a maximum limit of \$150,000, for the total of all covered losses (combined) for Demolition Cost and Increased Cost of Construction. Subject to these limits of coverage, the following conditions will apply:

a. Demolition Cost

- (1) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.
- (2) The Coinsurance Additional Condition does not apply to Demolition Cost.
- (3) We will not pay more than the amount you actually spend to demolish and clear the site of the premises described in the Declarations.

b. Increased Cost of Construction

- (1) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
 - (a) Repair or reconstruct damaged portions of that building property; and/or
 - (b) Reconstruct or remodel undamaged portions of that building property, whether or not demolition is required; when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.However:
 - (a) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
 - (b) We will not pay for increased cost of construction if the building is not repaired, reconstructed or remodeled. The Coinsurance Additional Condition does not apply to Increased Cost of Construction.
- (2) When covered building property is damaged or destroyed by a Covered Cause of Loss and Increased Cost of Construction applies to that property in accordance with **b.(1)** above, coverage for the Increased Cost of Construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **b.(1)**:
 - (a) The cost of excavations, grading, backfilling and filling;
 - (b) Foundation of the building;
 - (c) Pilings; and
 - (d) Underground pipes, flues and drains.

The items listed in **(2)(a)** through **(2)(d)** above are deleted from Property Not Covered, but only with respect to the coverage described in this provision **5.b**.

- (3) Loss Payment will be determined as follows:

- (a) We will not pay:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (b) If the building is repaired or replaced at the same premises, or you elect to rebuild at another premises, the most we will pay is the increased cost of construction at the same premises.

Q. Outdoor Signs

1. We will pay for direct physical loss of or damage to all Outdoor Signs at the premises described in the Declarations:
 - a. owned by you; or
 - b. owned by others but in your care, custody or control.
2. None of the exclusions in Section **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM** apply to Outdoor Signs provided under this coverage except:
 - a. **B.1.c. Governmental Action;**
 - b. **B.1.d. Nuclear Hazard;** and
 - c. **B.1.f. War and Military Action.**
3. We will not pay for loss or damage caused by or resulting from:
 - a. wear and tear;
 - b. hidden or latent defect;
 - c. rust;
 - d. corrosion; or
 - e. mechanical breakdown.

The most we will pay for loss of or damage in any one occurrence is \$10,000.

R. Recharging Of Fire Extinguishers

We will pay for expenses you incur for the recharging of Fire Extinguishers made necessary by the fighting of a fire at the premises described in the Declarations or adjacent to such property.

The most we will pay for any one occurrence is \$5,000.

S. Unauthorized Business Card Use

We will pay for the loss of "money" resulting from theft, forgery or unauthorized use of credit, debit or charge cards issued in the business name to you, your partners or officers, including:

1. Fund transfer cards;
2. Charge plates; and
3. Telephone cards.

The most we will pay under this Additional Coverage during each 12 month period of this policy (including any extension of less than one year), is \$5,000.

We will not pay for loss resulting from the use of any credit, debit or charge card if not customarily used in your business.

T. Forgery Or Alteration

1. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (a) Made or drawn by or drawn upon you; or
 - (b) Made or drawn by one acting as your agent;
- or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

2. If you are sued for refusing to pay any instrument covered in Paragraph 1. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.
3. The most we will pay for any loss in any one "occurrence" including legal expenses is \$10,000.

U. Salespersons Samples

1. We will pay for loss of or damage to Covered Property from a Covered Cause of Loss to samples (including their containers) of your stock in trade that are:
 - (a) Owned by you; or

(b) The property of others for which you are legally liable.

But this coverage applies only while such property is:

(a) In the custody of your salespersons or authorized sales representatives;

(b) In your custody, if you are an individual, while you are acting as a salesperson; or

(c) In due course of transit to or from your premises and your salespersons or authorized sales representatives.

3. Additional Exclusion Applicable to Salespersons Samples

We will not pay for loss as specified below:

Theft from an unattended vehicle unless at the time of theft, its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

4. The most we will pay under this coverage is \$2,500 in any one occurrence.

Inland Marine Coverages

The following coverages are added under **4. Additional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**. The Additional Condition, Coinsurance, does not apply to these coverages.

A. Installation Coverage

1. Coverage

a. We will pay for loss of or damage to the following property:

(1) Materials, supplies, equipment, machinery and fixtures owned by you or in your care, custody or control, and which are to be installed by you or at your direction; and

(2) Temporary structures built or assembled by you on site, including cribbing, scaffolding and construction forms.

This property is covered while:

(1) At any job site you do not own, lease or operate;

(2) Awaiting and during installation, or awaiting acceptance by the purchaser;

(3) At a "temporary storage location."

But property in transit is not covered except as provided under Property Extension – Property In Transit.

b. This Additional Coverage does not apply to:

(1) An existing building or structure to which an addition, alteration, improvement or repair is being made;

(2) Property stored at a permanent warehouse or storage yard that you own;

(3) A plan, blueprint, design or specification; and

(4) Machinery, tools, equipment, supplies or similar property that will not become a permanent part of the project. This includes contractors equipment and other tools belonging to a contractor or sub-contractor.

c. We will not pay for loss or damage caused by or resulting from any of the following:

(1) The cost to make good or replace faulty or defective materials or workmanship;

(2) Penalties for noncompletion or non-compliance with any contract terms or conditions;

(3) Testing including stand-up performance, stress, pressure, overload testing of the covered property;

(4) A fault, defect, deficiency, error or omission in a plan, blueprint, design or specification; or

(5) The weight of a load when it exceeds the designed capacity of any property covered under this Additional Coverage to lift, move or support the load from any position.

2. The following is added to **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

f. As respects your materials, supplies, machinery, fixtures and equipment and similar property of others in your care, custody or control which will become a permanent part of your installation, fabrication or erection project, the value of covered property may be valued as follows:

(1) **Actual Cost to Repair, Replace or Rebuild.** The value of covered property will be based on the lesser of the following accounts:

(a) The actual cost to repair, replace or rebuild the covered property with materials of like kind and quality. The actual cost may include material, labor and reasonable overhead expenses; or

(b) The amount you actually spend to repair, replace or rebuild the covered property.

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This valuation provision does not apply to Paragraphs (2) or (3) below.

- (2) **Pair or Set.** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- (3) **Loss to Parts.** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

3. Limit of Insurance

The most we will pay for loss or damage to property covered under this Additional Coverage is \$10,000 per occurrence. This is the most we will pay regardless of:

- a. The number of job sites you do not own, lease or operate; or
- b. "Temporary storage locations."

4. With respect to this coverage, **Installation Coverage**, Section **D. Deductible** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.

5. Paragraph e. of **C.1. Limitations** of the **CAUSES OF LOSS – SPECIAL FORM** is replaced by the following:

- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
But, this limitation does not apply to covered property in the custody of a carrier for hire.

6. The following are added to **F. Additional Conditions** of the **BUILDING AND PERSONAL COVERAGE FORM**:

3. Carriers for Hire

You may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

4. Coverage provided under the Installation Coverage will end when one of the following first occurs:

- (1) This policy expires or is cancelled;
- (2) The property covered under this Additional Coverage is accepted by the purchaser;
- (3) Your interest in the property covered under this Additional Coverage ceases;
- (4) You abandon the project to be performed by you for the purchaser, with no intention to complete it;
- (5) 90 days after the project to be performed by you for the purchaser is completed, unless we specify a different date in writing.

B. Contractors Equipment Coverage

1. Your "Small Tools" and "Small Tools" Owned by Your Employees

We will pay for your "small tools" and "small tools" owned by your employees. The most we will pay is as follows:

Limit for Your "Small Tools":	\$5,000. (maximum limit per item \$1,000)
Limit for "Small Tools" Owned by Your Employees:	\$1,000. (maximum limit per item \$250)

Leased and Rented Equipment

We will pay for contractors' equipment that is leased or rented from others to you. Contractors' equipment means machinery, equipment, and tools of a mobile nature that you use in your contracting, installation, erection, or moving operations or projects. The most we will pay for property leased or rented from others is \$5,000.

a. Coverage applies only to covered property while:

- (1) At the described premises;
- (2) On a "client's" premises; or
- (3) In transit directly between the described premises and a "client's" premises and while in a motor vehicle owned, leased or operated by the named insured.

b. The coverage provided by this Additional Coverage applies only to loss caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Aircraft;

(5) Vandalism and malicious mischief; or

(6) Theft.

c. The following is added to **A.2. Property Not Covered** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

r. Property while stored or operated underground in connection with any mining operations.

d. The following is added to Paragraph 2. of **B. Exclusions** of the **CAUSES OF LOSS - SPECIAL FORM**:

n. We will not pay for loss or damage caused by puncture, blowout and road damage to tires and tubes mounted on vehicles. However, we do pay for puncture, blowout or road damage caused by a specified peril.

o. We will not pay for loss caused by humidity, dampness, dryness or changes in or extremes of temperature.

p. We will not pay for loss caused by the weight of a load which, under the operating conditions at the time of a loss, exceeds the registered lifting capacity of any equipment or machine.

q. We will not pay for loss due to theft or mysterious disappearance from any vehicle or attached container. We will pay for loss due to burglary when there are signs of forcible entry to a locked vehicle or container.

e. **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

7. Valuation

We will determine the value of covered property in the event of loss or damage as follows:

a. At actual cash value at the time of the loss (with a deduction for depreciation) except as provided in Paragraphs **b.** and **c.** following.

b. **Pair or Set.** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.

c. **Loss to Parts.** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

2. Rental Reimbursement

In the event of loss by a covered peril to covered contractors' equipment that you own, we will reimburse you for your expense to rent similar equipment while your equipment is inoperable. The most we will reimburse you for rental reimbursement expenses is \$1,000. We will continue to reimburse you for the rental of equipment after the expiration date of this coverage provided the loss occurred before the expiration date.

We will not reimburse you:

a. If you can continue or resume your operations with similar equipment that is available to you at no additional expense to you; or

b. For the rental expense of any equipment unless you make every reasonable effort to repair, replace or rebuild the inoperable equipment after the covered loss occurs.

3. With respect to this Additional Coverage, **Contractors Equipment Coverage**, Section **D. Deductible** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.

We will not reimburse you for the rental of equipment until after 72 hours have passed since the covered property was rendered inoperable. After 72 hours have passed, we will only reimburse you for the rental expense that you actually incur.

The deductible of \$500 does not apply to rental reimbursement expenses.

General Liability Additional Coverages

The following Additional Coverages are added to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

A. Blanket Additional Insured Coverage

1. **SECTION II – WHO IS AN INSURED** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended to include as an insured any person or organization (referred to as Additional Insured) whom you are required to add as an Additional Insured on this policy under:

a. A written contract or agreement; and

b. Where a certificate of insurance showing that person or organization as an additional insured has been issued; and

- c. When the written contract or agreement and certificate of insurance are currently in effect or becoming in effect during the term of the policy and executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- 2. The insurance provided to the Additional Insured is limited as follows:
 - a. The Additional Insured is only an additional insured for:
 - (1) "Bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by negligent acts or omissions of the Named Insured or anyone directly or indirectly employed by the Named Insured or for whose acts a Named Insured may be liable.
 - (2) Liability arising out of your ongoing operations for the Additional Insured by or for you. A person's or organization's status as an insured under this coverage ends when your operations for that insured are completed.
 - b. The Limits of Insurance applicable to the Additional Insured are those specified in the written contract or agreement but not more than the Limits of Insurance specified in the Declarations for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations for the Named Insured.
- 3. In addition to the other exclusions applicable to **Section I, Coverages A., B. and C. of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the insurance provided to the Additional Insured does not apply to:
 - a. "Property damage" to:
 - (1) Property owned, used, occupied by, loaned or rented to the Additional Insured;
 - (2) Property in the care, custody or control of the Additional Insured or over which the Additional Insured are for any purpose exercising physical control; or
 - (3) "Your work" performed for the Additional Insured.
 - b. "Bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services for you, for the Additional Insured or for others, including, but not limited to:
 - (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection or engineering services.
 - c. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

4. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, is amended to add the following subparagraph:

d. Additional Insured's Other Insurance As Excess Insurance

To the extent required by an "insured contract," this insurance is primary on behalf of the Additional Insured; and any other insurance maintained by the Additional Insured is excess and not contributory with this insurance. If the "insured contract" does not require this provision, then Paragraph a. above will apply.

B. Mobile Equipment Broadened Coverage

V.12.f.(1) of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow Removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning.

Except the above provisions do not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight which are not intended for use on a highway.

C. Aggregate Limit Per Project

The General Aggregate Limit under **SECTION III – LIMITS OF INSURANCE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applies separately to each of your projects away from premises owned by or rented to you. Page 137

D. Blanket Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization to whom you by written contract or written agreement have waived your own right or recovery for loss caused by that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or written agreement with that person or organization and included in the "products-completed operations hazard."

This provision does not apply unless the written contract or written agreement has been executed prior to the "occurrence" or offense giving rise to the "bodily injury" or "property damage."

E. Voluntary Property Damage Coverage

1. We will, at your request, pay but not defend any claim for "property damage" to the property of others otherwise excluded under **A.2.j.(4), (5) and (6)** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** provided that:
 - a. Such "property damage" takes place while such property is in your care, custody or control, or is property of others over which you, for any purpose, are exercising or have exercised physical control; and
 - b. Such "property damage" takes place away from any premises you own, rent or lease; and
 - c. Such "property damage" takes place within the "coverage territory" and during the policy term; and
 - d. Such "property damage" takes place only during your operations that are known to us, are scheduled on the policy and for which a premium has been charged.
2. The insurance under this additional coverage does not apply to "property damage" to property:
 - a. Held by you for servicing, repair, storage or sale at premises owned by, rented or leased to you;
 - b. While being transported by or caused by the ownership, maintenance, operation, use, "loading or unloading" of any "auto," watercraft or aircraft; or
 - c. Owned or occupied by or rented to you.

3. Deductible

This additional coverage will apply only to that amount of any loss in each "occurrence" that exceeds \$500.

The terms of the policy with respect to your duties in the event of "occurrence," claim or "suit" and the Company's right to investigate, negotiate and settle any claim or "suit" apply irrespective of the application of the deductible amount of \$500.

We may pay any part or all of the deductible amount of \$500 to effect settlement of any claim or "suit." Upon notification of the action taken, you must promptly reimburse us for such part of the deductible amount as has been paid by us.

4. Limits of Liability

The Limit of Liability for this additional coverage shall not exceed \$2,500 for each "occurrence" and is the limit of the Company's liability for all damages on account of each claim or "suit" covered herein. The annual aggregate Limit of Liability is \$2,500 and is, subject to the above provisions respecting each claim, the total limit of the Company's liability for all damages.

5. Settlement

In the event of loss covered by this additional coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become the property of the Company. Payment hereunder shall not constitute an admission of liability of you or, except as stated herein, of the Company.

Additional Conditions

A. Insurance Under Two Or More Coverages

The following is added to Paragraph **C. Insurance under Two or More Coverages** of the **COMMERCIAL PROPERTY CONDITIONS**:

If a Coverage Form is attached to this policy that provides a limit for any coverage provided by this endorsement; the limit shown in the **SCHEDULE** and the coverage provided by this endorsement are deleted and replaced by the limit and coverage provided by the Coverage Form.

B. Limits Of Insurance

Regardless of the number of buildings at a location covered by this endorsement, the most we will pay under this Coverage Enhancement endorsement in any one occurrence is the applicable Limits of Insurance shown in the **SCHEDULE** on page 1 of this endorsement.

C. Deductibles

The Deductible described in section **D.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** applies to each of the Coverage Enhancements except as shown below:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable Limit of Insurance for the following enhancements:

1. Personal Effects and Property of Others
2. Valuable Papers and Records (Other than Electronic Data)
3. Property Off-Premises (Including Laptops and Other Electronic Equipment)
4. Outdoor Property (Named Perils)
5. Accounts Receivable
6. Property in Transit (Including Laptops and Other Electronic Equipment)
7. Fine Arts
8. Electronic Data
9. Water Back-Up and Sump Overflow
10. Employee Theft
11. Money and Securities
12. Forgery or Alteration

No deductible provisions apply to the following enhancements:

1. Fire Department Service Charge
2. Arson Reward
3. Claims Expenses
4. Inventory or Appraisal Cost
5. Recharging of Fire Extinguishers
6. Rental Reimbursement

D. Additional Definitions

The following **Additional Definitions** apply to this endorsement only:

1. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. **"Business Income"** means the:
 - a. Net income (Net Profit or Loss before income taxes) that would have been earned had no loss occurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
For manufacturing risks, Net Income includes the net sales value of production.
3. **"Client"** as used in **Employee Theft** Coverage means any entity for whom you perform services under a written agreement.
4. **"Client"** as used in **Contractors Equipment** Coverage means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
5. **"Employee"** as used in **Employee Theft** and **Money And Securities** Coverages means:
 - a. **"Employee"** means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent **"employee"** as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;
while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **"premises"**;

- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
 - (4) Any natural person who is your director or trustee while that person is handling **"money"** or **"securities."**
 - (5) Any natural person who is a former **"employee,"** director, partner, member (an owner of a limited liability company represented by its membership interest, who also may serve as a manager), manager (a person serving in a directorial capacity for a limited liability company), representative or trustee retained as a consultant while performing services for you; or
 - (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of **"money"** or **"securities"** outside the **"premises."**
- b. **"Employee"** does not mean:
- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) Any manager (a person serving in a directorial capacity for a limited liability company), director or trustee except while performing acts coming within the scope of the usual duties of an **"employee."**
6. **"Extra Expense"** means necessary expenses you incur during the **"period of restoration"** that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to
 - a. Avoid or minimize the **"suspension"** of business and to continue **"operations"** at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
 - b. Minimize the **"suspension"** of business if you cannot continue **"operations."**
 7. **"Fine Arts"** means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.
 8. **"Finished Stock"** means stock you have manufactured. Finished stock also includes whiskey and alcoholic products being aged.
 9. **"Forgery"** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
 10. **"Loss"** as used in the **Accounts Receivable** Extension means accidental loss or damage.
 11. **"Manager"** as used in **Employee Theft** Coverage means a person serving in a directorial capacity for a limited liability company.
 12. **"Messenger"** means you, any of your partners or any employee while having care and custody of the property outside the **"premises."**
 13. **"Money"** means:
 - a. Currency, coins and bank notes whether or not in current use; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
 14. **"Occurrence"** as used in the **Money And Securities** Coverage means an act or series of related acts involving one or more persons; or an act or event, or a series of related acts or events not involving any person.
 15. **"Occurrence"** as used in the **Forgery Or Alteration** Coverage means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
 16. **"Operations"** as used in the **Business Income Including Extra Expense** and **Business Income From Dependent Properties** Coverages **"Extra Expense"** Definition means your business activities occurring at the address shown in the Declaration that you occupy for your business.
 17. **"Period of Restoration"** means the period of time that:
 - a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of Restoration" does not include any increased period required due to the enforcement of any ordinance of law that:

 - (1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "**pollutants.**"

18. "**Pollutants**" as used in the **Business Income From Dependent Properties** Coverage and the "**Period of Restoration**" Definition means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "**Premises**" as used in the **Money And Securities** Coverage and "**Employee**" and "**Messenger**" Definitions means the interior of that portion of any building you occupy in conducting your business.
20. "**Premises**" as used in the **Accounts Receivable** Extension means that interior of the building at the address shown in the Declarations that you occupy for your business.
21. "**Rental Value**" means the:
 - a. Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
 - b. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and
 - c. Fair rental value of any portion of the described premises which is occupied by you.
22. "**Securities**" means negotiable and non-negotiable instruments or contracts representing either "**money**" or other property and include:
 - a. Tokens, tickets, revenue and other stamps whether or not in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which are not of your own issue but does not include "**money.**"
23. "**Small Tools**" means any tool which can be moved easily by one person without mechanical assistance and/or can be hand held for the purpose of doing labor.
24. "**Suspension**" means the slowdown or cessation of your business activities.
25. "**Temporary Storage Location**" means a location where property that is to become a permanent part of a completed project is stored while waiting to be delivered to the job site:
 - a. That you do not own, lease or operate; and
 - b. Where work is in progress, or will begin in 30 days.
26. "**Theft**" as used in the **Employee Theft** and **Money And Securities** Coverages means the unlawful taking of "**money**" or "**securities**" to the deprivation of the insured.

All Other Conditions of this Policy apply.



Crook County

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March 18, 2024

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301

RE: Support for McKay Creek Water Rights Switch Project Additional Funding

Dear Water Resources Commission,

Crook County strongly supports Ochoco Irrigation District's (OID) request for additional funding for the McKay Creek Water Rights Switch Project, and specifically for the Crooked River #2 Pump Station and associated infrastructure. The project will allow the district to deliver reliable irrigation water to farms and ranches while restoring natural streamflow to McKay Creek, supporting a long-term effort to restore steelhead habitat in the creek.

As part of the McKay Creek Water Rights Switch Project, irrigators along McKay Creek will trade their privately held water rights, sourced from McKay Creek, for water rights held by OID, sourced from Prineville Reservoir. In exchange for reliable stored water, these irrigators will transfer 11.2 cubic feet per second of certificated McKay Creek water rights instream. Restoring the natural hydrograph in this reach of McKay Creek will address limiting factors for steelhead in the creek.

To convey and deliver this water to irrigators, OID must construct three new pump stations and modify other infrastructure. The district has already started construction and the new Crooked River #1 Pump Station will begin operation this spring. Additional funding to construct the Crooked River #2 Pump Station and associated infrastructure is critical to finishing the project. This is the last remaining piece to fund the entire project and realize the benefits to McKay Creek.

This project supports a long-term, collaborative effort between partners such as the Deschutes River Conservancy, Crooked River Watershed Council, Portland General Electric, Confederated Tribes of Warm Springs, City of Prineville, Crook County, Oregon Watershed Enhancement Board, and U.S. Department of Agriculture Natural Resources Conservation Service. The project is to restore steelhead populations in the Crooked River and its tributaries. It provides a much-needed win-win solution that supports Crook County's agricultural economy and improves environmental resiliency in the Deschutes Basin.

Oregon Water Resources Department
March 18, 2024

Sincerely,

X

Seth Crawford
County Commissioner

X

Brian Barney
County Commissioner

X

Susan Herrreck
County Commissioner