



Location: City Hall – Council Chambers  
Date: March 09, 2021  
Time: 6:30 PM

## City Council Meeting Agenda

Mayor Jason Beebe, Council Members Steve Uffelman, Janet Hutchison,

Patricia Jungmann, Gail Merritt, Jeff Papke, Raymond Law and City Manager Steve Forrester

**This meeting will be open to the public by telephonic communications due to commitment to eliminate the exposure and spread of COVID-19. This meeting can be attended by calling 346-248-7799 Meeting ID 947 5839 2608. Please visit our website for additional meeting information.**

### Call to Order

### Flag Salute

### Additions to Agenda

### Consent Agenda

- [1.](#) Regular Meeting Brief 2-23-2021
- [2.](#) Main Market Liquor License Application

### Visitors, Appearances and Requests

### Council Business

3. Appointment of Marv Sumner to Budget Committee Vacancy - Steve Forrester

### Staff Reports and Requests

4. City Manager's Report - Steve Forrester
5. Basketball Courts Update - Eric Klann

### Committee Reports

### Ordinances

- [6.](#) Ordinance No. 1264 - Granting an Electric Utility Franchise and Utility Easement to Pacificorp (**FIRST PRESENTATION**) - Steve Forrester

### Resolutions

- [7.](#) Resolution No. 1476 - Authorizing an Intergovernmental Agreement for Crook-Jefferson Emergency Rental Assistance Project - Andrew Spreadborough

### Visitors, Appearances and Requests



8. *Due to COVID-19 and in an effort to eliminate the exposure and spread of COVID-19, anyone wishing to submit public comment or comments, either to a specific agenda item or otherwise may do so in written format via email at [cityhall@cityofprineville.com](mailto:cityhall@cityofprineville.com) or by mail to 387 NE Third Street, Prineville, OR 97754. Any written submission must include the sender's name, address and be received no later than 4:00 p.m. the day of the meeting. Any comments received prior to the meeting will be shared with City Council, posted on our city webpage and become part of the meeting record.*

## **Adjourn**

***Agenda items maybe added or removed as necessary after publication deadline***



**CITY OF PRINEVILLE**  
**Regular Meeting Brief**  
387 NE Third Street – Prineville, OR 97754  
541.447.5627 ph 541-447-5628 fax

Full Meeting Recordings Available at:  
<http://cityofprineville.com/meetings/>

**City Council Meeting Brief**  
**February 23rd, 2021**

**Council Members Present:**

Steve Uffelman  
Janet Hutchison  
Patricia Jungmann  
Jason Beebe

Gail Merritt  
Ray Law  
Jeff Papke

**Council Members Absent**

None.

**Additions to the Agenda**

None.

**Consent Agenda**

1. Regular Meeting Brief 2-9-2021

**Councilor Uffelman made a motion to approve consent agenda as presented. Motion seconded. No discussion on motion. All in favor, motion carried.**

**Visitors, Appearances and Requests:**

2. **Ochoco Creek Park Basketball Court Upgrade Project – Marv Sumner**

Marv Sumner, a Prineville resident provided background information on himself. Mr. Sumner went into his proposed project and wants to upgrade the current basketball court facility. The courts have been there at least 30 years which have held up pretty good. The asphalt has been crack sealed over the years. There is not a tripping hazard, but some cracks are pretty deep. Some of the standards are bent one way and the other is bent the opposite way. The backboards have had rims moved up because they were broken up and had to be reset. The front of the rim is bent forward and the nets are pulling apart. Benches are always good to lay down your belongings and would be nice to add. There are no other basketball courts in town except at the schools which are locked up. Mr. Sumner explained that he talked to other kids on the court about what they think. He has tried to learn about asphalt surfaces. It makes sense to go with new asphalt, since just doing an overlay would only last about 7 years and would cost almost as much. Mr. Sumner stated that double rims won't be bent, all four standards and all equipment

that goes along with it need to be replaced. The drinking fountain is adequate, restrooms across the creek would probably like an additional facility, lighting probably isn't necessary, garbage management is at mid court, and the bike park entry might be changed to eliminate bike traffic dirt on court,

Mr. Sumner said that the Parks and Recreation District thinks it is a good project and there is also in-kind available. Taylor NW said once the asphalt is removed they can come in and level. There are other in-kind possibilities and talked about trimming trees around the covered area so it is more open.

Councilor Law said he has had probably thousands of hours on the courts. There were a number of places you could go play before and the courts have not changed since about 1987. He is curious about not putting lights in the project since they used to park cars with headlights on just to be able to play, and that it would be great to have timed lights or something. Councilor Law thinks it is a great project that community deserves.

Steve Forrester talked about the city could possibly do some in-kind to remove some asphalt and would like to work with Scott Smith, Street Superintendent and Eric Klann, City Engineer to see what we could do for in-kind work.

Mr. Klann said he loves Marv's excitement and we could probably remove the asphalt and take to whomever will do the paving.

Mr. Smith talked about the credit for removing the asphalt to put towards the new paving.

Councilor Merritt said she is for it and that there isn't enough court space in town.

Councilor Papke said the more opportunities we can give kids to get outside is a good thing.

Mr. Sumner explained he received a recommendation to put in four square, hopscotch, and other games that could be marked in to make it a multiple use facility.

Councilor Hutchison asked about what funding Parks & Recreation is going to contribute.

Councilor Uffelman asked everyone to find out what information there is, so we can to move forward.

Councilor Jungmann said the more things we could get for kids the better, but we have to be cognizant of Parks & Recreation funding contribution.

Mayor Beebe thanked Mr. Sumner for the presentation and would also like to see what Parks & Recreation is going to contribute.

## Public Appearances

No written comments were received.

## Council Business

### 3. Adopt City Council Goals

Lisa Morgan, City Recorder / Risk Manager explained that the changes that were discussed during the workshop have been made, with the exception of adding coordination with collaborating with our partners under “Position City for the Future” since those two words basically have the same meaning. There were also some recommendations made after the workshop that Council can consider and if Council agrees, we can move forward with adopting with those changes.

Councilor Uffelmann explained that he would like to change the word “tax payers” under “Transparency and Effective Communication” changed to “it’s citizens” because it is more inclusive to all citizens and not just tax payers.

**Councilor Jungmann made a motion to approve Council goals as amended. Motion seconded. No discussion on motion. All in favor, motion carried.**

## Staff Reports and Requests:

### 4. **Manager’s Report** – Steve Forrester

Mr. Forrester reported: with the ability to move from extreme to high it will allow restaurants to open with restrictions. Crook County had six cases today, with zero last two days. The snow report at Walton Lake and Deer Meadow has a high level of snow accumulation which is very good, with lower level snow levels at okay. We have completed our review of the PP & L franchise and have sent it to PP & L for their review. We did eclipse \$3M in electrical franchise fees collected.

There is a ZTEL meeting this Thursday with much going on in Salem. Two council retreats are scheduled for March 2nd and March 8<sup>th</sup> including a long term community strategy discussion.

Councilor Uffelmann asked about railroad. Mr. Forrester responded that we are waiting to hear from the company at the railroad before the railroad does their update.

Mayor Beebe will not be able to make ZTEL this Thursday and hopes that someone from council can join.

## 5. Quarterly Financial Report – Liz Schuette / Lori Hooper

Liz Schutte, Finance Director provided an overview of the format and what it means. Mrs. Schuette recognized all city department for tracking their budgets so well and how amazing it is to be so close at 1%. Mr. Forrester emphasized how amazing and impressive this is.

Mrs. Schuette went through a power point presentation that highlighted all funds, and then went through each fund where each department manager was able to provide a summary of activity at each of their locations.

### Committee Reports

Councilor Hutchison gave an Ochoco Forest Collaboration update that included the 21” standard on trees; an adaptive management approach; areas tied up in litigation and status updates on other areas.

Councilor Law attended a Chamber meeting and made an announcement about the ecards that can be purchased.

There were no other committee reports.

### Ordinances:

None.

### Resolutions:

#### **6. Resolution No. 1475 - Authorization to Efficiently Minimize or Mitigate the Effects of the COVID-19 Pandemic**

Jered Reid, City Attorney explained that even with all of the good news, the emergency still exists.

**Councilor Hutchison made a motion to approve Resolution No. 1475. Motion seconded. No discussion on motion. All in favor, motion carried.**

Mayor Beebe reminded Council that we will be meeting in Executive Session following this meeting.

### Visitors Appearances and Requests:

No written comments were received.

**Adjourn**

**Councilor Papke made a motion to adjourn the meeting. Motion seconded. No discussion on motion. All in favor, motion carried.**

Meeting adjourned at 8:20 P.M.

**Motions and Outcomes:**

Motion:	Outcome	Beebe	Hutchison	Jungmann	Law	Merritt	Papke	Uffelman
Consent Agenda	PASSED	Y	Y	Y	Y	Y	-	Y
Adopt City Council Goals as Amended	PASSED	Y	Y	Y	Y	Y	Y	Y
Resolution No. 1475 - Authorization to Efficiently Minimize or Mitigate the Effects of the COVID-19 Pandemic	PASSED	Y	Y	Y	Y	Y	Y	Y
Adjourn Meeting	PASSED	Y	Y	Y	Y	Y	Y	Y

Public Records Disclosure

Under the Oregon public records law, all documents referred to in this session are available at the City’s website. [www.cityofprineville.com](http://www.cityofprineville.com). An electronic copy of the meeting packet is available for download at [www.cityofprineville.com/packets](http://www.cityofprineville.com/packets). A full recording of this meeting is available at [www.cityofprineville.com/meetings](http://www.cityofprineville.com/meetings)



OREGON LIQUOR CONTROL COMMISSION

# LIQUOR LICENSE APPLICATION

[PRINT FORM](#)
[RESET FORM](#)

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 <sup>st</sup> Location	Date application received and/or date stamp: <b>2-18-2021</b>
Brewery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	Name of City or County: <b>City of Prineville</b>
<input type="checkbox"/> Brewery-Public House (BPH) 1 <sup>st</sup> location	Recommends this license be:
BPH Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Distillery	By: _____
<input type="checkbox"/> Full On-Premises, Commercial	Date: _____
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 <sup>st</sup> location	
GSP Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
<input type="checkbox"/> Limited On-Premises	<b>OLCC USE ONLY</b>
<input checked="" type="checkbox"/> Off-Premises	Date application received: <u>2/5/21</u>
<input type="checkbox"/> Warehouse	Date application accepted: <u>2/10/21</u>
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 <sup>st</sup> Location	License Action(s): <b>N/O</b>
Winery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/> (4 <sup>th</sup> ) <input type="checkbox"/> (5 <sup>th</sup> ) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**<sup>1</sup> applying for the license(s):

Zoraveer Enterprises, Inc.

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See) Main Market		
4. Business Address (Number and Street Address of the Location that will have the liquor license) 896 South Main Street		
City Prineville	County Crook	Zip Code 97754

<sup>1</sup> Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual applicant.





OREGON LIQUOR CONTROL COMMISSION

# LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Main Market			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <a href="#">OAR 845-004-0065[1]</a> .) [REDACTED]			
City Bend	State OR	Zip Code 97702	
9. Phone Number of the Business Location TBD		10. Email Contact for this Application and for the Business [REDACTED]	
11. Contact Person for this Application Jake Cormier		Phone Number 503 [REDACTED]	
Contact Person's Mailing Address (if different) 900 SW 5th Ave, 24th Floor	City Portland	State OR	Zip Code 97204

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

**ATTESTATION: \*\*READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM\*\***

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read [OAR 845-005-0311](#) and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per [OAR 845-005-0311\[6\]](#)) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

**Applicant(s) Signature**

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Jake Cormier

2/4/2021

152705

App #1: (PRINT NAME)

App #1: (SIGNATURE)

App #1: Signature Date

Atty. Bar Information (if applicable)

App #2: (PRINT NAME)

App #2: (SIGNATURE)

App #2: Signature Date

Atty. Bar Information (if applicable)

App #3: (PRINT NAME)

App #3: (SIGNATURE)

App #3: Signature Date

Atty. Bar Information (if applicable)

App #4: (PRINT NAME)

App #4: (SIGNATURE)

App #4: Signature Date

Atty. Bar Information (if applicable)

PRINT FORM

RESET FORM



# OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY FORM

1. Name (Print):	Walia Last	Harnmeet First	K Middle
2. Other names used (maiden, other): N/A			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN: [REDACTED]			
<p><b>SOCIAL SECURITY NUMBER DISCLOSURE:</b> As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) &amp; ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a).</p>			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	January (mm)	22 (dd)	[REDACTED] (yyyy)
6. Driver License or State ID # [REDACTED]			7. State OR
8. Contact Phone: (503) 219-3830 (Attorney)			
9. E-mail Address: [REDACTED]			
10. Mailing Address:	[REDACTED] (Number and Street)	Bend (City)	OR 97702 (State) (Zip Code)
<p>11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?</p> <p>No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.</p>			



# OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

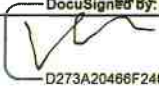
14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No  Yes  Please list applications below    Unsure  Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

**Affirmation**

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Walia	Harneet	K
	last	First	Middle
Signature:	 <small>DocuSigned by: D273A20466F2409...</small>		Date: 2/4/2021

**This box for OLCC use ONLY**

\_\_\_\_\_ Does the individual currently hold, or has the individual **previously** held, an OLCC- issued liquor license?



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Zoraveer Enterprises, Inc. Phone: 503.219.3830 (Attorney)

Trade Name (dba): Main Market

Business Location Address: 896 South Main Street

City: Prineville ZIP Code: 97754

### DAYS AND HOURS OF OPERATION

#### Business Hours:

Sunday 6 AM to 9 PM  
 Monday 6 AM to 9 PM  
 Tuesday 6 AM to 9 PM  
 Wednesday 6 AM to 9 PM  
 Thursday 6 AM to 9 PM  
 Friday 6 AM to 9 PM  
 Saturday 6 AM to 9 PM

#### Outdoor Area Hours:

Sunday N/A to \_\_\_\_\_  
 Monday N/A to \_\_\_\_\_  
 Tuesday N/A to \_\_\_\_\_  
 Wednesday N/A to \_\_\_\_\_  
 Thursday N/A to \_\_\_\_\_  
 Friday N/A to \_\_\_\_\_  
 Saturday N/A to \_\_\_\_\_

The outdoor area is used for:

- Food service Hours: N/A to \_\_\_\_\_
- Alcohol service Hours: N/A to \_\_\_\_\_
- Enclosed, how N/A

The exterior area is adequately viewed and/or supervised by Service Permittees.

\_\_\_\_\_  
(Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: \_\_\_\_\_

### ENTERTAINMENT

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: N/A

### DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday N/A to \_\_\_\_\_  
 Monday N/A to \_\_\_\_\_  
 Tuesday N/A to \_\_\_\_\_  
 Wednesday N/A to \_\_\_\_\_  
 Thursday N/A to \_\_\_\_\_  
 Friday N/A to \_\_\_\_\_  
 Saturday N/A to \_\_\_\_\_

### SEATING COUNT

Restaurant: N/A Outdoor: N/A  
 Lounge: N/A Other (explain): N/A  
 Banquet: N/A Total Seating: N/A

#### OLCC USE ONLY

Investigator Verified Seating: \_\_\_(Y) \_\_\_(N)  
 Investigator Initials: \_\_\_\_\_  
 Date: \_\_\_\_\_

I understand if my answers are not **true and complete**, the OLCC may deny my license application.

Applicant Signature: \_\_\_\_\_ Date: 2/4/2021

1-800-452-OLCC (6522)

www.oreg.gov/olcc

**ORDINANCE NO. 1264**

**AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE AND  
GENERAL UTILITY EASEMENT TO PACIFICORP**

**Whereas**, PacifiCorp, dba Pacific Power (“Franchisee”), is a regulated public utility that provides electric power and energy to the citizens of the City of Prineville (“City”) and other surrounding areas; and

**Whereas**, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City; and

**Whereas**, the City desires to set forth the terms and conditions by which Franchisee shall use the public ways of the City;

**Now, Therefore**, the people of the City of Prineville ordain as follows:

**Section 1. Definitions.** Any term defined in the Prineville City Code and not in this Ordinance shall have the meaning provided by the Prineville City Code definition.

“Facilities” means Franchisee’s electrical transmission, distribution, and communication facilities, including lines, cables, conduit, poles, towers, wires, guys and anchors, vaults and boxes, transformers, fixtures, electric vehicle charging stations and other physical components of Franchisee’s electric power distribution system located within Right-of-Way or Public Place within the City by virtue of the rights granted under this Ordinance or any predecessor franchise agreement.

“Gross Revenues” means any revenue received from sources within the City limits by the Franchisee; including revenue from the use, rental or lease of operating facilities of the Franchisee and from the provisions of services by the Franchisee.

“Right-of-Way” means property owned by the City, or dedicated to the public or the City, for transportation purposes, including public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, bridges, and places used or intended to be used by the general public for travel as the same now or may hereafter exist.

“Public Place” includes any City-owned property that is open to the public and that is not a Right-of-Way and includes public squares and parks. Public Places do not include any public squares and parks owned by Bend Parks and Recreation District.

**Section 2. Grant of Authority.** City grants to Franchisee the right to construct, install, maintain, repair, replace, upgrade and operate Facilities over, in, on, and under (i) the present and future Right-of-Way and (ii) existing Public Places currently in use by Franchisee, in each case, for the purpose of providing electric power utility service on the terms stated in this Ordinance. For the avoidance of doubt, except as may otherwise be agreed by Franchisee and

City, Franchisee may not place new Facilities in any Public Places that are not in use by Franchisee as of the effective date of this Franchise. This franchise is not exclusive, and City reserves the right to grant a similar franchise to any other person or entity. This Franchise is subject to prior rights, interests, agreements, City codes, permits, easements or licenses granted by the City, and to the City's and public's right to use and administer rights-of-way.

**Section 3. Compliance with Laws, Rules, and Regulations.** Franchisee shall comply with all City laws and regulations (including the Prineville City Code, other provisions or revisions of the Prineville City Code, and City ordinances, regulations, and standards and specifications and as directed by the City Engineer in accordance with the Prineville City Code) in constructing, installing, maintaining, repairing, replacing, upgrading, and operating its Facilities in the Right-of-Way and in Public Places for which Franchisee is granted permission to occupy under this Ordinance. Permits must be obtained prior to installation or construction of Facilities in Public Places. Where protection of the public health or safety or outage restoration requires emergency work to be performed, Franchisee may undertake work immediately to repair a break or restore service without a permit but must inform the City as soon as practical after the work is commenced, and, at the request of City, Franchisee shall submit documentation and/or a permit application in such form as is reasonably satisfactory to City describing the emergency work so performed. All Facilities shall be installed and at all times maintained by Franchisee in accordance with the National Electrical Safety Code, ANSI Standard C2 and any electric utility industry standards. The precise location of lines shall be determined through the permitting process.

**Section 4. Franchise Liability, Indemnification of City and Insurance.**

**A.** Franchisee shall conduct its operations under this Franchise, including construction, installation, maintenance, repair, replacement, upgrade and operation of its Facilities, in a safe and workmanlike manner and all lawful governmental regulations.

**B.** Franchisee shall defend, indemnify and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as "claims") that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any wrongful or negligent act or omission of Franchisee, its agents or employees in exercising its rights and obligations under this Ordinance. This indemnification required shall not apply to claims to the extent caused by the negligence or willful misconduct of the City, its officers, agents, employees, and volunteers. Franchisee agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

**C.** Franchisee shall purchase and maintain at Franchisee's expense, Commercial General Liability and Commercial Automobile insurance covering bodily injury and property damage in an amount of \$5 million per occurrence and \$10 million in the aggregate. The insurance policy obtained by Franchisee shall be primary and non-contributory. Franchisee shall remain fully responsible for any claims resulting from negligence or intentional misconduct of Franchisee or its subcontractors and their officials, agents and employees in performance of this Ordinance,

even if not covered by, or in excess insurance limits. This insurance requirement may be met in part by self-insurance.

**D.** Franchisee shall obtain and maintain Workers' Compensation insurance required by ORS chapter 656. Franchisee shall ensure that each of its contractors obtains and maintains workers' compensation insurance and obtains proof of the coverage before performing work.

**E.** Coverages provided by Franchisee must be underwritten by an insurance company authorized to do business in the state of Oregon and with a Best's rating of A-VII or higher.

**F.** As evidence of the insurance coverage required by this Franchise, Franchisee shall provide proof of coverage required by acceptable Certificate of Insurance and Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City, except if such cancellation is due to failure to pay premiums in which case 10 days' prior written notice of cancellation is given to City. The Certificate and Endorsement shall also state the deductible or self-insured retention level. This Ordinance shall not be in effect until the required certificates and signed endorsements have been received and approved by City. Renewal certificates and endorsements will be sent to City prior to coverage expiration. The City may terminate the Franchise for failure to maintain the required insurance.

**G.** Franchisee grants Waiver of Subrogation to the City, its officers, agents, employees and volunteers for any claims arising out of Franchisee's work or service. Further, Franchisee agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance recovery shall be solely with its insurance carrier, and also grants to City on behalf of any insurer providing coverage to either Franchisee or City with respect to the work or services of Franchisee a waiver of any right to subrogation which any insurer or subcontractor may acquire against City by virtue of the payment of any loss under the insurance coverage.

## **Section 5. Construction and Conditions on Right-of-Way Occupancy**

**A. Use.** Except in the case of emergency work described in Section 3 above, all work involving street or sidewalk cuts or protected lane closures in the City Right-of-Way will require a permit prior to any work being started, which permit may not be unreasonable withheld, conditioned, or delayed, and will require a traffic plan that is fully compliant with the City of Prineville Design Standards and Specifications.

**B. Construction and Maps.** Franchisee's electronic mapped facility data consisting of poles, pad mount transformers, and wire located within the city limits will be provided to the City on an annual basis (one time per year) upon City's request. Attribute information will be limited to facility identifiers. Data can be provided in a ESRI compatible geodatabase with associated metadata or other mutually agreed upon format.

With respect to any information, including but not limited to the data, which Franchisee furnishes or otherwise discloses to the City under this section, Franchisee does not make any representations or warranties as to the accuracy, completeness or fitness for a particular purpose

thereof. It is further understood and agreed that Franchisee or its representatives shall not have any liability or responsibility to the City or another party or to any other person or entity resulting from the use of any information or data so furnished or otherwise provided. Maps/Data are for general location purposes only and may not accurately identify the exact location of facilities or current construction. No attempt has been made to verify the records to reflect current site conditions and Franchisee is not responsible for liable for any injury, death or damage that may result from differing site conditions.

The information furnished by Franchisee under this section is provided with the understanding that the City will treat the information as confidential to the extent possible under the Oregon Public Records Act. If a public records request is made for the information, the City will provide Franchisee with notice of the request and sufficient time to seek a protective order prior to providing the documentation to any third party.

**C. Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Franchisee, Franchisee shall, at its own costs and expenses and in compliance with the City’s pavement restoration policy and standards and specifications, promptly replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley. Franchisee warrants all restoration work for a period of one-year from completion of the work. If Franchisee fails to make restoration as required by this section or if the restoration fails within the one-year warranty period, City may, if Franchisee fails to make necessary repairs within a reasonable timeframe following written notice from City to Franchisee, cause the repairs to be made at the expense of Franchisee. If Franchisee fails to reimburse the City for any costs incurred under this section within 45 days of demand for reimbursement and such failure is not a result of a good faith dispute between City and Franchisee, City may refuse to issue additional permits.

**D. Notification.** Franchisee shall comply with the requirements of Oregon Utility Notification Law and implementing rules and regulations.

**E. Relocation.** City may require Franchisee to relocate its Facilities as follows:

1. If the removal or relocation of Facilities is caused directly by development of private property or any project sponsored or funded by a third party (including but not limited to any governmental agency or instrumentality other than the City) and the removal or relocation of Facilities occurs within the area to be developed or is made for the benefit or convenience of a third-party, Franchisee may charge the expense of removal or relocation of Facilities to the developer or other third-party, including the cost of acquiring private rights, permits, and other associated costs that result from the relocation. Franchisee shall be solely responsible for enforcing collection from the developer or other third-party, but Franchisee shall not be required to remove or relocate Facilities for the benefit of third-parties until it receives payment for the removal or relocation. For the purpose of this paragraph, the removal or relocation of Facilities shall be considered “caused directly” by a private development or third party project if, for example, the removal or relocation is necessary to enable the developer or third party to make any improvements or otherwise satisfy any conditions required under any permit, rule, regulation, or other requirement applicable to the project.



2. If Section 5.E.1 does not apply, and subject to Section 5.G below, if the removal or relocation of Facilities is required by City for a City-funded project that serves a public purpose (e.g., a street widening project undertaken independently of a project described in Section 5.E.1), Franchisee will remove or relocate its facilities at Franchisee's expense within a reasonable time after notification by City; provided that if the City requires the subsequent relocation of the same Facilities within five (5) years of the date of the last relocation, City shall bear the expense of the subsequent relocation; and provided further the removal and/or relocation of Facilities that are used to serve City as a customer of Franchisee shall be subject to terms of Franchisee's tariffs and not this Section 5.E.2. City will make a reasonable effort to provide Franchisee with an alternate location for effort to coordinate with the Franchisee during project development to reduce or eliminate conflicts with existing facilities, including coordinating and communication with Franchisee and interested parties regarding the relocation project.

**F. Right-of-Way Vacation; Transfer of Property in Right-of-Way or Public Place; Relocations into Right-of-Way.**

1. City shall retain public utility easements or otherwise require the petitioner of the vacation to grant an easement or obtain an easement in such form and in a location acceptable to Franchisee if City vacates any public Right-of-Way or Public Place where Franchisee has facilities. If Franchisee's Facilities must be relocated from a vacated public right-of-way, the petitioner of the vacation will bear the expense of moving the Facilities and obtaining alternate rights, permits or easements.

2. In the event City conveys, assigns or transfers title to any property within any Right-of-Way or Public Place in which Franchisee has Facilities, as part of said conveyance, City shall either (i) secure from such transferee an easement or other rights allowing for such Facilities to remain in place in a form acceptable to Franchisee or, (ii) if such Facilities are to be relocated, (x) City shall obtain an easement or other rights in such form and in such location as are acceptable to Franchisee, and (y) the expense of relocating the Facilities and obtaining such easement or other rights shall be borne by City.

**G. Underground Conversions.** Franchisee shall remove and replace overhead Facilities with underground Facilities at the request of the City. Cost responsibility shall be allocated in accordance with all applicable Oregon Administrative Rules and a schedule agreed upon by the City and Franchisee. The City shall require that each customer served from the existing overhead Facilities shall make all facility changes to the customer's premises in accordance with Franchisee's polices and standards necessary to receive service from the underground facilities as soon as they become available.

**H. Vegetation Management.** Franchisee or its assignee may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from interfering with Franchisee's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor

treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Franchisee, when necessary and with the approval of the owner of the property on which they be located, from cutting down and removing any trees which overhang streets.

**Section 6. Transfer of Franchise.** Franchisee shall not sell, assign, dispose of, lease, or transfer in any manner whatsoever any interest in this Ordinance, without written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. In the event the City provides such consent, the City may impose reasonable conditions, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Ordinance. City shall have the right to collect from Franchisee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. Franchisee may mortgage this Ordinance, together with its Facilities and properties within the City, in order to secure any legal bond issue or their indebtedness of Franchisee, with no requirement for City's consent or that the trustees acknowledge in writing and agree to be bound by the terms of this Ordinance.

**Section 7. City Rights and Obligations in Franchise.**

**A. City Supervision and Inspection.** City shall have the right to inspect all construction and installation of Franchisee's Facilities to insure compliance with governing laws, ordinances, rules and regulations as they relate to the City approved permit.

**B. Termination or Abandonment of Franchise.** Upon any termination of this Franchise, if City and Franchisee are not engaged in efforts to renew or renegotiate this Franchise, (i) all above ground Facilities installed or used by Franchisee shall be removed by Franchisee at Franchisee's expense or de-energized and abandoned in place with approval of the City and the property on which the Facilities were used or restored by Franchisee to the condition it was in before installation; (ii) all underground Facilities installed or used by Franchisee shall be de-energized and abandoned in place.

**C. City's Work in Right-of-Way.** Whenever City shall perform or cause or permit to be performed any work in any Right-of-Way or Public Place where such work may disturb or interfere with Franchisee's Facilities, City shall, or shall require its permittees, to notify, in writing, Franchisee sufficiently in advance of the contemplated work to enable Franchisee to take such measures as may be necessary to protect its Facilities.

**Section 8. Franchise Fee.**

**A.** Franchisee shall pay monthly to City five (5) percent of Franchisee's Gross Revenues received from customers within the City limits of the City excluding amounts charged and received for separately billed governmental taxes and governmental fees.

**B.** The fee required this section shall be due and payable within 30 days after the end of each month. With respect to any amount or portion thereof due hereunder that is not disputed in good faith by Franchisee, City shall have the right to charge interest at the rate of 5% per annum.

C. With each payment, Franchisee shall furnish City with a written statement, under oath, executed by an officer of Franchisee, verifying the amount of gross revenues of Franchisee within City for the monthly period covered by payment.

D. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this Ordinance.

E. City will provide notice of any annexation of territory, including a map of the annexed territory, a legal description of the boundary change, each site address to be annexed as recorded on county assessment and tax rolls and a copy of the annexation ordinance within ten (10) days of the annexation. Franchisee's obligation to pay franchise fees on revenue generated by service to the annexed property shall begin ten (10) days after notice is actually provided.

**Section 9. Franchise Records and Reports.** Franchisee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise and for six years after the expiration or termination of this Ordinance. Franchisee shall produce all books and records directly concerning its gross revenues and other financial information necessary for calculation of the franchise fee for inspection by City, upon ten (10) days' written notice, during normal working hours provided that only records that support payments which occurred during a period of three (3) years prior to the date the City notifies Franchisee of its intent to conduct an inspection shall be subject to review. City may require periodic reports from Franchisee relating to its operations within the City. City shall have the right during the term of this agreement or within 180 days after expiration or termination of the Ordinance to audit Franchisee's records for the period of three (3) years prior to the audit. If the audit reveals underpayment of five percent (5%) or more, the City may expand the audit to cover up to six (6) years. The audits shall be undertaken by a qualified person or entity selected by City. The costs of the audit shall be borne by City, unless the results of the audit reveal an underpayment of more than five percent (5%) or more, the full cost of the audit shall be paid by Franchisee. Franchisee shall promptly pay the portion of the underpayment as determined by the audit not subject of a good faith dispute to City together with nine percent (9%) annual interest from the date the payment should have been made to the date the payment is actually made. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provision of this Ordinance is at issue. Franchisee's obligations under this Section shall be subject to the requirements of applicable laws.

**Section 10. Permit and Inspection Fees.** Subject to the limitations set forth in Section 8, nothing in this Ordinance shall be construed to limit the right of city to require Franchisee to pay permit fees or reasonable costs incurred by City in connection with the issuance of a permit, making an inspection, or performing any other service for or in connection with Franchisee or its Facilities.

**Section 11. Subdivision Plat Notification.** City shall provide written notice of tentative subdivision approval, including a copy of the tentative plan, to Franchisee at least fourteen (14)

days prior to approving the tentative plan to provide Franchisee an opportunity to comment on the portion(s) of the plan which impact Franchisee’s facilities and/or easement rights. Further, City agrees that any public utility easements included on each final plat will be at least ten feet in width. City also will include a restrictive covenant or easement as part of the final plat limiting development on individual lots within Franchisee’s easement corridors upon a timely request from Franchisee that is consistent with the restrictions set forth in this applicable easements held by Franchisee and that indicates that consent to install any fences, structures, buildings or other permanent facilities such as swales, ponds or other hardscaping features within the easement must be obtained from Franchisee. With respect to new public utility easement areas, the City will include restrictive covenant or easement as part of the final plat prescribing that no fences, structures, buildings or other permanent facilities such as swales, ponds, or other hardscaping features may be installed or maintained in the public utility easement area.

**Section 12. Enforcement and Termination of Franchise for Violation**

**A. Default.** City may terminate this franchise, as provided in Section 12.B below subject to Franchisee’s right to a court review of the reasonableness of such action upon the failure of Franchisee to perform promptly and completely any material term, condition, or obligations imposed upon it under this franchise; provided that City shall first provide Franchisee written notice of any such failure and Franchisee shall have sixty (60) days from receipt of such notice to cure the failure, or if the failure cannot reasonably be cured within sixty (60) days, to commence and diligently pursue curing the failure. If Franchisee does not cure the failure within the sixty (60) day period, or does not commence and diligently pursue curing the failure within the sixty (60) day period, then the City Council may declare the franchise terminated.

**B. Termination for Defaults Not Cured.** The City may terminate this Franchise for defaults that are not cured within the time allowed by Section 12.A by providing notice of termination to Franchisee following the declaration of termination by the City Council. Franchisee may challenge the notice of termination by providing a written protest to the City Manager within ten (10) business days of the date of the notice of termination. The City Manager, on receipt of the protest, shall refer the protest to the City Council for a decision. The termination will not become final until after the decision by the City Council. Because of the potential public health and safety risks that could arise as a result of cessation of power distribution within the City, if the City decides to terminate the franchise, it shall set a termination date that allows for implementation of a plan to assure continued electrical power delivery service.

**Section 13. Remedies not Exclusive; Waiver.** All remedies granted the City under this Ordinance are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Failure to enforce any provision of this Ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this Ordinance.

**Section 14. Franchise Term; Acceptance; Effective Date.** The termination of this Franchise shall commence on the date of acceptance by the Franchisee and terminate June 30, 2025. Within sixty (60) days after the passage of this ordinance by the City, Franchisee shall file an

unqualified written acceptance thereof, with the City Recorder, otherwise the ordinance the rights granted herein shall be null and avoid.

**Section 15. Renewal.** At least 120 days prior to the expiration of the Franchise, Franchisee and City shall agree to either extend the term of this Franchisee for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise.

**Section 16. Severability.** If any section, subsection, sentence, clause or portion of this Ordinance is for any reason held invalid or rendered unconstitutional by any Court of competent jurisdiction, that portion shall be deemed a separate, distinct, independent and severable provision and the holding shall not affect the validity or constitutionality of the remaining portion of this Ordinance. If for any reason, the franchise fee is invalidated by court or governmental agency, the then highest permissible franchisee fee allowed shall be the franchise fee.

**Section 17. Notices.** Any notice required or permitted under this Ordinance shall be in writing and delivered in person, by overnight courier or by registered or certified United States mail, addressed as follows:

To City:  
City of Prineville  
ATTN: City Manager  
387 NE Third Street  
Prineville, OR 97754

To Franchisee:  
Pacific Power  
ATTN: Customer and Community Affairs Vice President  
825 NW Multnomah  
Lloyd Center Tower, Suite 2000  
Portland, OR 97232

or other address specified by either party in writing in a notice conforming with these requirements. Notices shall be deemed effective when received or, if (i) sent via overnight courier, the next business day, and (ii) if deposited with postage prepaid in the United States Mail as registered or certified mail, three (3) business days following the date of deposit.

**Section 18. Waiver of Jury Trial.** To the fullest extent permitted by law, each of City and Franchisee waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this franchise. Each party further waives any right to consolidate any action in which a jury trial has been waived within any other action in which a jury trial cannot be or has not been waived.

**Section 19. Interpretation/Jurisdiction.** Interpretation of the Franchise shall be governed by the laws of the State of Oregon and any legal action relating to this Franchise shall be brought in Crook County Circuit Court.

Presented for the first time at a regular meeting of the City Council held on March \_\_\_\_, 2021  
and the City Council finally enacted the foregoing ordinance this \_\_\_\_ day of March \_\_\_\_, 2021.

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Rodney J. Beebe  
Mayor

ATTEST:

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Lisa Morgan, City Recorder

**RESOLUTION NO. 1476  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR  
CROOK-JEFFERSON EMERGENCY RENTAL ASSISTANCE PROJECT**

**Whereas**, Business Oregon will provide Community Development Block Grant (“CDBG”) funding for CDBG CV-1 Emergency Rental Assistance program intended to provide rent assistance to those low- and moderate-income households that are affected by the impacts of COVID-19 within non-entitlement cities or counties; and

**Whereas**, submission of a grant application to Business Oregon requires the establishment of a partnership between a minimum of two local municipalities and a local 501(c)(3) non-profit organization meeting the requirements of Section 105(a)(15) of the Housing and Community Development Act (“HCDA”); and

**Whereas**, The City of Prineville (“City”), City of Madras (“Madras”), Crook County (“Crook”) and Jefferson County (“Jefferson”) desire to form a partnership for purpose of submitting a grant application for the purposes of the emergency rent assistance project; and

**Whereas**, one of the required municipalities must serve as a lead applicant on behalf of a project partnership and receive any award of CBDG funds; and

**Whereas**, the City of Madras is willing to serve as the lead applicant; and

**Whereas**, the lead applicant must partner with a 501(c)(3) non-profit organization that meets the requirements of Section 105(a)(15) of the HCDA to administer the CDBG award; and

**Whereas**, NeighborImpact is a 501(c)(3) non-profit corporation that meets the requirements of Section 105(a)(15) of the HCDA and is experienced and qualified to operate the project on behalf of Cities and Counties.

**Now, Therefore**, the City of Prineville resolves that the attached Intergovernmental Agreement for Crook-Jefferson County Emergency Rent Assistance Project is hereby approved and that the Mayor is authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this \_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Rodney J. Beebe, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Morgan, City Recorder

**INTERGOVERNMENTAL AGREEMENT  
(CROOK-JEFFERSON COUNTY EMERGENCY RENT ASSISTANCE PROJECT)**

**THIS INTERGOVERNMENTAL AGREEMENT** (this “Agreement”) between the City of Madras and City of Prineville (hereinafter the “Cities”) and Crook County and Jefferson County (hereinafter the “Counties”) is entered into on the date last signed below.

**RECITALS:**

**WHEREAS**, Business Oregon will provide Community Development Block Grant (“CDBG”) funding for CDBG CV-1 Emergency Rental Assistance program intended to provide rent assistance to those low- and moderate-income households that are affected by the impacts of COVID-19 within non-entitlement cities or counties; and

**WHEREAS**, submission of a grant application to Business Oregon requires the establishment of a partnership between a minimum of two local municipalities and a local 501(c)(3) non-profit organization meeting the requirements of Section 105(a)(15) of the Housing and Community Development Act (“HCDA”); and

**WHEREAS**, one of the required municipalities must serve as a lead applicant on behalf of a project partnership and receive any award of CDBG funds; and

**WHEREAS**, the City of Madras is willing to serve as the lead applicant; and

**WHEREAS**, the lead applicant must partner with a 501(c)(3) non-profit organization that meets the requirements of Section 105(a)(15) of the HCDA to administer the CDBG award; and

**WHEREAS**, NeighborImpact is a 501(c)(3) non-profit corporation that meets the requirements of Section 105(a)(15) of the HCDA and is experienced and qualified to operate the project on the project on behalf of the Cities and Counties; and

**WHEREAS**, Cities and Counties desire to cooperate, along with NeighborImpact, in the submission of an application for CDBG funds and the establishment of the “Crook-Jefferson County Emergency Rental Assistance Project.”

**NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Cities and Counties agree as follows:**

**SECTION 1.** The designated service area for the Crook-Jefferson County Emergency Rental Assistance Project includes all of Crook County and all of Jefferson County outside of the boundaries of the Confederated Tribes of Warm Springs.

**SECTION 2.** The City of Madras will serve as the lead applicant for CDBG funding under the Emergency Rent Assistance program.

**SECTION 3.** City’s responsibilities as the lead applicant include:

- Providing needed due diligence as required for the application.
- Completing all procedures required for the application including, but not limited to, holding



a public hearing, publishing the City's Fair Housing Resolution, and all other such federal requirements.

- Submitting the CDBG application to Business Oregon.
- Complying with federal, state and program requirements, including obtaining the appropriate level of environmental clearance for project activities.

**SECTION 4.** The City of Madras shall enter into a subrecipient agreement with Neighborimpact to (i) administer any CDBG award and (ii) create, operate, and manage the Crook-Jefferson Emergency Rental Assistance Project.

**SECTION 5.** Cities and Counties will each market the Crook-Jefferson Emergency Rental Assistance Project within their jurisdiction.

**SECTION 6.** This IGA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**SECTION 7.** This Agreement is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.

**SECTION 8.** This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this \_\_\_\_\_ of 2021

**The City of Madras**

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

Date this 9<sup>th</sup> Day of March, 2021

**The City of Prineville**

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

Date this \_\_\_\_\_ of 2021

**Crook County**

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

Date this \_\_\_\_\_ of 2021

**Jefferson County**

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