



CROOK COUNTY WORK SESSION AGENDA

Wednesday, October 25, 2023 at 9:00 am

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

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

PUBLIC COMMENT

DISCUSSION

1. Public Records Fee Waiver Request

Requester: John Eisler

Assistant County Counsel

2. Acceptance of FY 2023 Law Enforcement Mental Health and Wellness Act Implementation Project Grants

Requester: Christina Haron

Presenter: Aaron Boyce

3. New hangar building infrastructure/Approve construction bid

Requester: Kelly Coffelt

Airport Manager

4. Airport Policy Updates

Requester: Kelly Coffelt

Airport Manager

5. Community Development Monthly Update

Requester: Will VanVactor

Community Development Director

6. Approval of 2023-2025 State CAMI grant

Requester: Kari Hathorn

District Attorney

7. New project - fire prevention/noxious vegetation control program

Requester: Kev Alexanian

Presenter: Andy Parks

8. Human Resources Policy Updates

Requester: Kim Barber

Human Resources Director

9. Communication ideas and improvements for increased transparency

Requester: Sarah Puerner

Executive Administrative Assistant / Communications Officer

ADMINISTRATOR REPORT

COURT MEMBER UPDATES

EXECUTIVE SESSION

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

NOTICE AND DISCLAIMER

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

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

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

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

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

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

Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 10/24/2023 at 9:01 AM

AGENDA ITEM REQUEST



Date:

October 12, 2023

Meeting date desired:

October 25, 2023

Subject:

Public Records Fee Waiver Request

Background and policy implications:

The Requestor(s) sent a request in July of this year asking for communications from and by various public agencies regarding the Lemon Gulch project from 2019 to present. Staff originally responded with an estimate of one hour of administrative staff time and a half an hour of legal review/redactions, for a total fee of \$122.50. The fee waiver request is based on the reasoning in Mr. Winder's email, attached.

As a quick reminder, a public body may waive or reduce its fee if a particular request "is in the public interest because making the record available primarily benefits the general public."

Budget/fiscal impacts:

A difference of \$122.50.

Requested by:

John Eisler, Asst. County Counsel

John.eisler@crookcountyor.gov

541-416-3919

Presenters:

John Eisler

Legal review (only if requested):

Legal presenting

Elected official sponsor (if applicable):

N/A



RECEIVED
 JUL 03 2023
 Crook County Counsel

Crook County Public Records Request

Oregon Public Records Law grants each person the right to inspect the records of a public body, unless exempt from disclosure. County staff will contact you within 5 business days of receiving this request.

Date: 6-29-2023 Daytime Phone: 509-990-2284
 Contact Name: Rick Bethman Fax Number:
 Mailing Address: 1120 NE Barnes Butte Rd Prineville, OR 97754
 Email Address: rbethman2@gmail.com
 Preferred Response: Email Mail Fax Phone

Submit this form to: Crook County Legal Counsel's Office
 Physical: 301 NE 3rd Street, Prineville, OR 97754
 Mailing: 300 NE 3rd Street, Prineville, OR 97754
 Phone: 541-416-3919; Fax: 541-447-6705; Email: John.eisler@co.crook.or.us

Description and timeframe for requested records (please be as specific as possible, attach additional pages if necessary): See attachment A. Reference to Lemon Gulch project.

Fees for responding to public records requests are calculated in the following manner:

Legal Review:	Weighted hourly wage per time spent on request	Black/White Copies:	25¢ each
Returned/NSF Checks:	\$25.00	Color Copies:	75¢ each
Electronic Media:	\$5 per disc	Faxes:	\$2.50 / 10 pages
Computer Prints:	first 10 pages 40¢/each; next 100 pages 20¢/each; add'l pages 10¢ ea.		

- Actual cost will be charged for delivery of records such as postage and courier fees.
- Fee estimates will be provided and a deposit may be required.
- If processing fees are estimated to exceed \$25.00, prepayment will be required before taking further action on a request.
- Cash or check only. Please make checks payable to: "Crook County"

STAFF USE ONLY

Response:

- County does not possess or is not the custodian of requested records.
 Copies of all requested non-exempt records provided.
 County has at least some of the requested records, time and fee estimate provided.
 Requestor accepted & records provided Requestor declined.
 County has at least some of the requested records, time and fee estimate will be provided.
 Estimate provided Requestor accepted & records provided. Requestor declined.
 Unknown whether County has any requested records, search required, response to follow.
 Response provided Records provided. Requestor declined.
 Acknowledgement of record prohibited or restricted under State or Federal Law: _____

(list applicable

law)

By: _____
 Time spent: _____
 Number of pages: _____
 Fees paid: _____

Comments: _____

Attachment A

6/29/2023

FOIA request

I am requesting communications, including but not limited to emails and letters, with in the listed agencies and between the National Forest Service: Crook County Commissioners, Oregon State Legislators Offices of Representative and Senators, City of Prineville's Mayors Office, City of Prineville Counsel and any opposition or any other constitute opposition regarding communications between their offices and the National Forest Service, unless the documents are already available to the public as part of the NEPA draft or final decision process, regarding the Ochoco National Forest Service project number 58831 labeled Lemon Gulch or Lemon Creek.

The time frame for this request should cover any public records listed above from 2019 to the present year.

If certain records are considered protected exclusions then provide a list of those exclusion documents.

I am acting as an individual and believe it is in the best interest of the public to have access and review the above listed correspondence documents especially in light of the forest service decision to stop the public process. I am also not a commercial entity, as laid out in your fee structure guidelines and therefore would request a waiver of all fees associated with this FOIA request.

I am requesting these documents be sent to me via the email provided.



Agenda Item Request

Date:

October 13, 2023

Meeting date desired:

October 18, 2023 - Court Session Discussion Item

Subject:

Acceptance of FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects Grant totaling \$33,782.00.

Background and policy implications:

The Crook County Sheriff's Office (CCSO) will use LEMHWA funds to implement a Peer Support Program. The goal of the peer support program is to provide public safety employees an opportunity to receive emotional support through times of personal or professional crisis and to help anticipate and address potential difficulties. With the establishment of this Peer Support Program, the Crook County Sheriffs Office will have between 10 and 15 Peer Support Team Advisors. Any non-probationary employee in good standing with the office who has received recommendations from their supervisors and/or peers are eligible for consideration as a peer advisor for this program. Considerations for selection may include education, training, resolved traumatic experiences, personal and professional ethics, and credibility. Our selection team will consist of the assigned Chaplain, Project Lieutenant and the Sheriff.

Budget/fiscal impacts:

This grant does not require County matching funds and the award amount covers the entire budget request for the program.

Requested by:

Christina Haron, CPA Crook County Finance Director

Presenters:

Aaron Boyce Crook County Community Corrections Lieutenant

Legal review (only if requested):

NA

Elected official sponsor (if applicable):

NA



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:		COUNTY OF CROOK 200 NE 2ND ST
City, State and Zip:		PRINEVILLE, OR 97754
Recipient UEI:		W2NEWLAM2YM6
Project Title: FY23 County of Crook, OR, LEMHWA Project		Award Number: 15JCOPS-23-GG-01731-LEMH
Solicitation Title: FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects		
Federal Award Amount: \$33,782.00		Federal Award Date: 10/13/23
Awarding Agency:		Office of Community Oriented Policing Services
Funding Instrument Type:		Grant
Opportunity Category: D		
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants		
Project Period Start Date: 10/1/23		Project Period End Date: 9/30/25
Budget Period Start Date: 10/1/23		Budget Period End Date: 9/30/25
Project Description: The Crook County Sheriff's Office (CCSO) will use LEMHWA funds to implement a Peer Support Program . The goal of the peer support program is to provide public safety employees an opportunity to receive emotional support through times of personal or professional crisis and to help anticipate and address potential difficulties. With the establishment of this Peer Support Program, the Crook County Sheriffs Office will have between 10 and 15 Peer Support Team Advisors. Any non-probationary employee in good standing with the office who has received recommendations from their supervisors and/or peers are eligible for consideration as a peer advisor for this program. Considerations for selection may include education, training, resolved traumatic experiences, personal and professional ethics, and credibility. Our selection team will consist of the assigned Chaplain, Project Lieutenant and the Sheriff.		

Award Letter

October 13, 2023

Dear CHRISTINA HARON,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by COUNTY OF CROOK for an award under the funding opportunity entitled 2023 FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. The approved award amount is \$33,782.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS

COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

COUNTY OF CROOK

UEI

W2NEWLAM2YM6

ORI Number

Street 1

200 NE 2ND ST

Street 2

City

PRINEVILLE

State/U.S. Territory

Oregon

Zip/Postal Code

97754

Country

United States

County/Parish

Province

Award Details

Federal Award Date

10/13/23

Award Type

Initial

Award Number

15JCOPS-23-GG-01731-LEMH

Supplement Number

00

Federal Award Amount

\$33,782.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title	Awarding Agency
2023 FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects	COPS

Application Number
 GRANT13861456

Grant Manager Name
 SARAH ESTILL

Phone Number
[202-307-1533](tel:202-307-1533)

E-mail Address
 Sarah.Estill@usdoj.gov

Project Title
 FY23 County of Crook, OR, LEMHWA Project

Performance Period Start	Performance Period End Date
Date 10/01/2023	09/30/2025

Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2025

Project Description

The Crook County Sheriff's Office (CCSO) will use LEMHWA funds to implement a Peer Support Program . The goal of the peer support program is to provide public safety employees an opportunity to receive emotional support through times of personal or professional crisis and to help anticipate and address potential difficulties. With the establishment of this Peer Support Program, the Crook County Sheriffs Office will have between 10 and 15 Peer Support Team Advisors. Any non-probationary employee in good standing with the office who has received recommendations from their supervisors and/or peers are eligible for consideration as a peer advisor for this program. Consideration

selection may include education, training, resolved traumatic experiences, personal and professional ethics, and credibility. Our selection team will consist of the assigned Chaplain, Project Lieutenant and the Sheriff.

[]
 I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 7/20/23 9:35 PM

Comments

No items

Budget Category	Proposed Change Budget		Approved Budget	Percentages
Sworn Officer Positions:	\$0	\$0	\$0	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$22,161	\$0	\$22,161	
Equipment:	\$2,500	\$0	\$2,500	
Supplies:	\$7,121	\$0	\$7,121	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$2,000	\$0	\$2,000	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$33,782	\$0	\$33,782	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$33,782	\$0	\$33,782	
Federal Funds:	\$33,782	\$0	\$33,782	100.00%
Match Amount:	\$0	\$0	\$0	0.00%

Program Income: \$0 \$0 \$0 0.00%

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

- I. Reporting Subawards and Executive Compensation
 - a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions Page 14

in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the

U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an

internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section

103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
 - (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
 - (3) When the recipient agrees to the termination and termination conditions.
 - (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
 - (5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner’s Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner’s Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEO): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current

information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2023, Public Law 117-328, Division B, Title V, Section 527.

25

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2 C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

26

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

27

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

28

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

29

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

30

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

32

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

34

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

35

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

37

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior **Page 24**

approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

38

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the

federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

COPS Director

Name of Approving Official

HUGH CLEMENTS

Signed Date And Time

9/13/23 12:31 PM

Authorized Representative

AGENDA ITEM REQUEST



Date: 10/16/2023

Meeting date desired: 10/25/2023

Subject: New hangar building infrastructure /Approve construction bid

Background and policy implications:

The airport is developing infrastructure in a location for new aircraft hangars.

The site will locate two, possibly up to three buildings. Site #1 has already been leased for a 100x80 building. Site #2 has interested party for a 80x80 building wanting to enter into a lease.

Construction proposals received-
Rickabaugh Construction - \$89,183.00

Greenbar Excavation - \$71,134.00

SMAF Construction - \$54,784.86

Estimated costs for development - \$55,000 Power, water sewer construction
\$5,000 PP&L Transformer improvement
\$60,000

*Recommend award to SMAF Const. in the amount of \$54,784.86

Budget/fiscal impacts:

\$30K has already been received from lessee of Site #1, Site #2 will also incur \$30k infrastructure fee. These charges/fee's will insure reimbursement to the airport fund.

Requested by:

Kelly Coffelt Airport Manager.

Presenters:

Kelly Coffelt – Airport Manager

Legal review (only if requested):

New Hangar Sites

Legend
Untitled Path

New Hangar Sites

29





PROPOSAL

Rickabaugh Construction
 3480 SW Empire Drive
 Prineville, OR 97754
 541-527-0817

Engineer: N/A
 Plans: Sketch dated 05/13/2023

08/31/2023

Chad@rickabaughconstruction.com

CCB 210496

QUOTE Mr. Kelly Coffelt / Airport Manager
 TO Prineville Airport
 4585 SW Airport Rd.
 Prineville, OR 9775

JOB	LOCATION	BID DATE
10290 -Prineville Airport	Prineville, OR	08/31/2023

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
General Conditions					
1000	Mobilization	1.000	LS	\$4,444.00	\$4,444.00
1025	Geotechnical Services	1.000	LS	\$1,450.00	\$1,450.00
Total General Conditions					\$5,894.00
Clearing & Demo					
1110	Demo	1.000	LS	\$1,977.00	\$1,977.00
Total Clearing & Demo					\$1,977.00
Road Construction					
4080	HMAC 4"	825.000	SF	\$ 9.00	\$7,425.00
Total Road Construction					\$7,425.00
Sanitary Sewer					
5000	Connect to Existing	1.000	LS	\$2,526.00	\$2,526.00
5030	8" PVC SDR-35 Sewer	248.000	LF	\$ 134.00	\$33,232.00
5050	4" PVC SDR-35 Sewer	95.000	LF	\$ 131.00	\$12,445.00
5090	Testing	1.000	LS	\$ 660.00	\$ 660.00
5100	Sanitary Materials	1.000	LS	\$6,098.00	\$6,098.00
Total Sanitary Sewer					\$54,961.00
Water					
7130	3/4" Water Services	90.000	EA	\$ 26.00	\$2,340.00
7220	Testing	1.000	LS	\$ 566.00	\$ 566.00

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
7230	Water Materials	1.000	LS	\$2,090.00	\$2,090.00
Total Water					\$4,996.00
Dry Utilities					
8005	Power Crossing	150.000	LF	\$ 48.00	\$7,200.00
8030	2" SCH 40 Conduit - Power	520.000	LF	\$ 8.50	\$4,420.00
8040	3" SCH 40 Conduit - Power	210.000	LF	\$ 11.00	\$2,310.00
Total Dry Utilities					\$13,930.00
TOTAL:					\$89,183.00

Exclusions:

- No bond included
- No permits or fees
- No auto cad as-builts included
- No hazardous/contaminated waste excavation, testing, disposal, and or abatement included
- No unsuitable foundation materials excavation or replacement included
- No relocation of any existing above or below ground utilities
- No removal of any above or below ground petroleum, hazardous, wood, waste product, or storage tanks
- No power pole/line removal, relocation or holding
- No landscaping (topsoil, irrigation, plants, etc.) included
- No finish surfaces concrete or striping included
- No cold weather concrete or soil protection included
- No water bypass system included
- No sanitary bypass system included
- No compaction testing included
- No survey included
- No electrical included
- No soil tackifier included
- No erosion control included
- No prevailing wages included

Notes:

- Price based on the ability to access construction water onsite.
- Price based on all utilities to be installed in common trench max with 4 feet.
- Price based on maximum depth of 8 feet from finish grade to invert elevation of sanitary line.
- Price for conduit includes fiberglass sweeps.
- Price based on Prineville Airport to provide locates of existing utilities in work area.
- Due to the changing cost of underground utility materials, cost may increase based on approved plans and material cost at time of project. Due to recent declarations by several resin manufacturers, products such as but not limited to PVC, DWV, and HDPE are currently very volatile. Price and availability will be determined at the time of shipment pending availability.
- Due to the changing cost of oil, asphalt and aggregate costs may increase based on oil prices at time of project.
- Due to the fluctuation of off-road diesel prices, additional fuel surcharge cost may be incurred.
- All drywells are built to engineer design on approved plans, Rickabaugh Construction cannot guarantee that all drywells will pass infiltration testing.

Thank you for giving us the opportunity to provide you with this quote. Feel free to call with any questions.

Sincerely,

Chad de Sully

Greenbar Excavation, LLC
 PO Box 7
 Prineville, OR 97754
 541-903-4343
 Greenbarexcavation@gmail.com
 www.greenbarexcavation.com

Estimate 1528



ADDRESS Prineville Airport 4585 SW Airport Rd Prineville, Or 97754	DATE 08/30/2023	TOTAL \$71,134.00	EXPIRATION DATE 09/25/2023
--	---------------------------	-----------------------------	--------------------------------------

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Equipment Mobilization	Equipment Mobilization	1	2,000.00	2,000.00
	Demolition	Demolition	1	2,250.00	2,250.00
	Utility Trenching	Utility Trenching power	1	25,754.00	25,754.00
	Utility Trenching	Utility Trenching waterline trenching	1	7,543.00	7,543.00
	Utility Trenching	Utility Trenching sewer	1	26,087.00	26,087.00
	Asphalt patch	Asphalt patch and sawcut	1	7,500.00	7,500.00

A 3% credit card fee will be included on invoice.
 All invoices are due within 7 days.
 Late charges are 5% per month if not paid within 14 days of issuance.

TOTAL	\$71,134.00
--------------	--------------------

THANK YOU.

Accepted By

Accepted Date

Billing Questions?
 541-903-4343 Ext. 4
 greenbarbilling@gmail.com
 CCB# 237539 DEQ# 39103



SMAF CONSTRUCTION, LLC
P.O. BOX 672
2260 INDUSTRIAL PARK WAY
O) 541-447-5643
F) 541-447-2190
CCB # 159128

9/28/2023
 Prineville Airport
 4585 Airport Way
 Prineville, OR 97754
 Attn: Kelly Coffelt 541.420.3789
kcoffelt@cityofprineville.com

RE: Prineville Airport Hangar Utilities

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	
100 - MOBILIZATION/LOCATES					\$ 555.90
MOBILIZATION - LOCAL	1.00	LS	\$ 510.00	\$ 510.00	
FUEL SURCHARGE	1.00	LS	\$ 45.90	\$ 45.90	
PRIVATE LOCATES	0.00	HRS	\$ 130.00	\$ -	
200 - POWER UTILITY/FENCING					\$ 22,561.03
35 MINI EXCAVATOR	8.00	HRS	\$ 195.00	\$ 1,560.00	
SKID STEER	5.00	HRS	\$ 190.00	\$ 950.00	
DUMP TRUCKS	6.00	HRS	\$ 150.00	\$ 900.00	
PICKUP W/TRAILER	2.00	DAYS	\$ 150.00	\$ 300.00	
LABOR	48.00	HRS	\$ 84.00	\$ 4,032.00	
LASER/TRANSIT	1.00	DAYS	\$ 75.00	\$ 75.00	
3/4" - 0 ROCK DEL	88.00	YD	\$ 28.85	\$ 2,538.80	
CONDUIT	1.00	LS	\$ 2,067.84	\$ 2,067.84	
SAW CUTTING	1.00	LS	\$ 720.00	\$ 720.00	
DISPOSAL	4.00	TON	\$ 57.50	\$ 230.00	
ASPHALT	1.00	LS	\$ 8,625.00	\$ 8,625.00	
9% FUEL SURCHARGE ON EQUIP	1.00	LS	\$ 562.39	\$ 562.39	
300 - SEWER UTILITY					\$ 19,392.77
35 MINI EXCAVATOR	8.00	HRS	\$ 195.00	\$ 1,560.00	
SKID STEER	6.00	HRS	\$ 190.00	\$ 1,140.00	
DUMP TRUCKS	6.00	HRS	\$ 150.00	\$ 900.00	
WATER TRUCK	3.00	HRS	\$ 141.00	\$ 423.00	
LABOR	48.00	HRS	\$ 84.00	\$ 4,032.00	
LASER/TRANSIT	2.00	DAYS	\$ 75.00	\$ 150.00	
JUMPING JACK	1.00	DAYS	\$ 50.00	\$ 50.00	
SEWER MATERIALS	1.00	LS	\$ 4,612.19	\$ 4,612.19	
3/4" - 0 ROCK DEL	196.00	YD	\$ 28.85	\$ 5,654.60	
9% FUEL SURCHARGE ON EQUIP	1.00	LS	\$ 870.98	\$ 870.98	

400 - WATER UTILITIES				\$	12,275.16
35 MINI EXCAVATOR	4.00 HRS	\$ 195.00	\$ 780.00		
SKID STEER	4.00 HRS	\$ 190.00	\$ 760.00		
DUMP TRUCKS	4.00 HRS	\$ 150.00	\$ 600.00		
LABOR	12.00 HRS	\$ 84.00	\$ 1,008.00		
LASER/TRANSIT	1.00 DAYS	\$ 75.00	\$ 75.00		
3/4" - 0 ROCK DEL	55.00 YD	\$ 28.85	\$ 1,586.75		
LICENSED PLUMBER	1.00 LS	\$ 7,130.00	\$ 7,130.00		
9% FUEL SURCHARGE ON EQUIP	1.00 LS	\$ 335.41	\$ 335.41		
TOTAL				<u>\$</u>	<u>54,784.86</u>

If you have any questions please give me a call at 541-447-5643 or on my mobile phone at 541-480-7974.
Thank you,

Mel Davis

AGENDA ITEM REQUEST



Date: 10/16/2023

Meeting date desired: 10/25/2023

Subject: Airport land lease policy modifications

Background and policy implications:

June 2023 County Court approved new land lease policy for non-commercial aeronautical activity on the Prineville/Crook County airport. After circulation and further review of the document, slight modification in some terms, and structure was determined to be warranted. The following modification are in benefit of the public and Crook County.

Crook County/Prineville Airport Lease Policy for Non-Commercial Aeronautical Activities

~~June~~ September 2023

2.02. Leased Premises

The Leased Premises encompasses the area in which a lessee will have a property interest. Typically, the Leased Premises is the footprint of a present or planned hangar, but will also include any portion of the Airport in which a lessee wishes to have exclusive use and control. A survey is required to establish the precise dimensions of the Leased Premises.

2.04. Lease Term and Extensions

~~The lease's term and extensions will depend upon a number of factors.~~ All Airport leases must terminate prior to the end of the useful life of any improvements. Generally, †The County offers a 20-year fixed term for leases that involve the construction of new hangars

and those hangars that have recently undergone major enhancements repairs or can otherwise establish through an inspection—to the written satisfaction of the Manager—an expected useful life of greater than 30 years. Lessees are ~~generally~~ also offered up to two 10-year extension options, which may be exercised following a commercial property condition assessment inspection prior to each option period showing a useful life of at least 15 years for the structure.

4.02. Maintenance and Repairs by Lessee

Added description of “Taxi lane or access road” rather than just taxiway for clarification of maintenance responsibilities.

7.01. Liens Granted to County

~~Lessees grant the~~ By statute, the County has a lien against the Improvements, aircraft, and all personal property that lessees store in the hangar, except as provided in ORS 87.156 and 90.120 and other than wearing apparel. This lien attaches upon delinquency and exists and continues for all unpaid amounts that a lessee may owe the County, from time to time, and the County’s assertion of the lien does not relieve a lessee from the obligation to pay the annual rent as provided in the Lease. In the event a lessee does not fully and immediately discharge all delinquent unpaid amounts, the County has the right to take and recover possession of the Improvements and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney’s fees in connection with the repossession of said hangar, Improvements, aircraft, or personal property and assertion of the lien.

8.01. Selling the Improvements during the Term of the Lease

A lessee wishing to sell the Improvements during the Term of a Lease must notify the County of its intent to do so. With County approval, the current lessee will typically be given a penalty-free termination of the Lease and a new lease with the buyer of the Improvements will be executed with the same Term ending date as the existing Lease. If an inspection is performed demonstrating a useful life of the improvements of greater than 30 years, the buyer will be offered the County’s standard 20-year lease as described in section 2.04 above.

* Recommend approval of modification to Airport non-commercial lease policy.

Requested by:

Kelly Coffelt Airport Manager.

Presenters:

Kelly Coffelt – Airport Manager

Legal review :

Legal reviewed.



Crook County/Prineville Airport Lease Policy for Non-Commercial Aeronautical Activities

November 2023

Contents

1. General.....	3
2. Leases (General).....	3
2.01. Non-Commercial Leases.....	3
2.02. Leased Premises	4
2.03. Condition of Leased Premises	4
2.04. Lease Term and Extensions	4
3. Construction and Improvements	5
3.01. Mandatory Improvements	5
3.02. Survey.....	5
3.03. Authorization for Discretionary Improvements	5
3.04. Process for Approval of Plans	5
3.05. Title to Improvements	5
3.06. County Cooperation	6
4. Utilities and Maintenance	6
4.01. Utilities.....	6
4.02. Maintenance and Repairs by Lessee.....	6
4.03. Access	7
4.04. Inspections and Repairs	7
4.05. County May Perform Required Repairs.....	7
5. Rights and Reserved Powers of County.....	7
5.01. Hazards.....	7
5.02. Development.....	8
5.03. Sponsor Assurances.....	8
5.04. Easements	8
5.05. Relocation of a Hangar and Leased Premises.....	8
6. Sub-leasing and Transfers.....	8
6.01. Limitations on Transfers.....	8
6.02. Assignments Prohibited	9
6.03. Subletting.....	9
7. Encumbrances and Leasehold Mortgages.....	10

7.01.	Liens Granted to County	10
7.02.	Defined Terms for Leasehold Mortgages.....	10
7.03.	Right to Mortgage Leasehold	10
7.04.	Lender Protections.....	10
7.04.01.	No Modifications or Terminations	11
7.04.02.	Notice to Permitted Leasehold Mortgages	11
7.04.03.	Right to Cure	11
7.04.04.	Right to a New Lease	11
7.04.05.	Bankruptcy of Lessee	12
7.04.06.	Insurance Policies	12
8.	Termination and Ownership of Improvements.....	12
8.01.	Selling the Improvements during the Term of the Lease	12
8.02.	Ownership of Improvements at the End of the Lease	12
8.03.	No Holdover Period.....	12
9.	FAA Required Provisions.....	13
9.01.	Non-Discrimination	13
9.02.	Subordination	13
9.03.	Aviation Easement.....	14
9.04.	Indemnification	14
10.	Rentals, Rates, Fees, and Charges	15
10.01.	Rent.....	15
10.01.01.	Initial Rent	15
10.01.02.	Impact Area	15
10.01.03.	Maintenance Fee	15
10.02.	Adjustment of Rent	15
10.03.	Taxes and Assessments	16
11.	Insurance	16
12.	Hazardous Substances	16

Lease Policy

for Non-Commercial Aeronautical Activities

1. GENERAL

Crook County (the “County”) is the owner and sponsor of the Prineville/Crook County Airport (the “Airport”) and the City of Prineville manages the Airport through an intergovernmental agreement. The Airport is a recipient of FAA Airport Improvement Program (AIP) grants, and thus the Airport must comply with numerous federal laws and sponsor assurances. Primarily, the County is obligated to operate the Airport for the use and benefit of the public, available for all types, kinds, and classes of aeronautical activities on fair and reasonable terms and without unlawful discrimination. This obligation is balanced against the Airport’s objective of economic self-sufficiency.

This Lease Policy for Non-Commercial Aeronautical Activities (the “Lease Policy” or “Policy”) is designed to establish a standardized, efficient, and fair system to govern the leasing of Airport property for non-commercial aeronautical activities. All non-commercial lessees at the Airport will be subject to this Lease Policy and the Policy will be updated at the discretion of the Crook County Court as conditions warrant.

2. LEASES (GENERAL)

The primary purpose of non-commercial Airport leases is for a lessee to store aircraft in a hangar on the Leased Premises to enable aeronautical operations.

2.01. Non-Commercial Leases

The following non-commercial aeronautical uses are permitted:

- Storage of aircraft;
- Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
- Storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangar’s primary use;
- Storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangar’s primary use;
- Storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., furniture or televisions;
- Construction of amateur-built or kit-built aircraft, provided that activities are conducted safely; and

- Storage of a vehicle parked at the hangar while the aircraft usually stored in that hangar is flying, subject to Airport rules and regulations as currently in effect or may hereinafter be implemented.

Prohibited uses include, but are not limited to the following:

- Use as a residence;
- Operation of commercial activities;
- Activities which impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar;
- Activities which displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- Storage of household items that could be stored in commercial storage facilities;
- Long-term storage of derelict aircraft and parts;
- Storage of items or activities prohibited by local or state law;
- Fuel, and other dangerous and Hazmat materials;
- Storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use; and
- Commercial activity, not including duly registered non-profit flight clubs and subletting the Leased Premises.

2.02. Leased Premises

The Leased Premises encompasses the area in which a lessee will have a property interest. Typically, the Leased Premises is the footprint of a present or planned hangar, but will also include any portion of the Airport in which a lessee wishes to have exclusive use and control. A survey is required to establish the precise dimensions of the Leased Premises.

2.03. Condition of Leased Premises

All lessees warrant and represent that they have carefully and completely examined and inspected the Leased Premises and the lessee fully understands its responsibilities and obligations with respect to the Leased Premises and the Lease. Each lessee accepts the Leased Premises in an “AS IS”, “WHERE IS” condition without representation or warranties from the County as to the condition, suitability, environmental condition, or sufficiency of the Leased Premises for engaging in the non-commercial aeronautical activity described or contemplated by the Lease. Each new lessee, at its sole cost and expense, agrees that it shall be fully responsible for the remediation of any violation of any applicable federal, state, or local environmental regulations or standards on the Leased Premises.

2.04. Lease Term and Extensions

All Airport leases must terminate prior to the end of the useful life of any improvements. The County offers a 20-year fixed term for leases that involve the construction of new hangars and those hangars that have recently undergone major enhancements repairs or can otherwise establish through an inspection—to the written satisfaction of the Manager—an expected useful life of

greater than 30 years. Lessees are also offered up to two 10-year extension options, which may be exercised following a commercial property condition assessment inspection prior to each option period showing a useful life of at least 15 years for the structure.

3. CONSTRUCTION AND IMPROVEMENTS

The following chapter applies to all leases of bare land without an existing hangar and all discretionary improvements to an existing structure.

3.01. Mandatory Improvements

Lessees covenant and agree that they shall construct a hangar and related improvements (collectively the “Project”) on the Leased Premises. The Project and any future alterations, additions, replacements, or modifications to the Project are referred to as the “Improvements.” Completion of the Project in a good and workmanlike manner is required as a condition of the Lease within twelve months of the Commencement Date. Lessees shall construct the Project in accordance with final plans and specification approved by the County in writing. Lessees are solely responsible for the required building permits. Construction of the outside of the hangar building above the concrete slab shall be completely finished 90 days following commencement of framing the hangar.

3.02. Survey

The lessee, at the lessee’s sole expense, will have a survey of the Leased Premises completed by a licensed surveyor. The lessee will provide copies of the survey to the County.

3.03. Authorization for Discretionary Improvements

Following completion of the Project, a lessee may, at its sole discretion, perform modifications, renovations, improvements, or other construction work on or to the Leased Premises so long as it first submits all plans, specifications and estimates for the costs of the proposed work in writing and also requests and receives in writing approval from the County. The County agrees to respond in writing to the lessee’s requests for approval within 30 calendar days of receipt of such requests.

3.04. Process for Approval of Plans

Lessees must receive written approval, where required by law, from the FAA and local planning and building authorities. All plans, specifications, and work shall conform to all federal, state, and local laws, ordinances, rules, and regulations in force at the time the plans are presented for review. Lessee shall supply the Manager with comprehensive sets of documentation relative to the Project and any Improvements, including at a minimum, as-built drawings of each project in computer format, if possible. The County will submit notice for the Project and any Improvements to the FAA as required by FAA rules.

3.05. Title to Improvements

Title to the Project and all Improvements constructed by a lessee during the Term will be and will remain the private property of the lessee during the Term of the Lease. During the Term, a lessee is entitled, for all taxation purposes, to claim cost-recovery deductions and the like on all

Improvements constructed by the lessee. Following the expiration of the Term or earlier termination of this Lease, title to the Improvements will pass pursuant to section 8 below.

3.06. County Cooperation

The County, through the Manager, agrees to cooperate with lessees in all respects in connection with a lessee's construction of the Project and any Improvements, provided that the County will not be required to pay any application fees or incur any other costs or liabilities in connection with the Improvements. The Airport Manager will appear as a witness in any legal or administrative proceedings to the extent reasonably necessary to construct the Project and Improvements.

4. UTILITIES AND MAINTENANCE

4.01. Utilities

Lessees, at their sole cost and expense, shall be responsible for the installation and use of all utility services to all portions of the Leased Premises and for all other related utility expenses, including but not limited to deposits and expenses required for the installation of meters, if necessary. Lessees further covenant and agree to pay all costs and expenses for any extension, maintenance, or repair of any and all utilities serving the Leased Premises. In addition, lessees agree that all utilities, air conditioning and heating equipment, and other electrically operated equipment which may be used on the Leased Premises shall fully comply with all applicable Mechanical, Electrical, Plumbing, Building, and Fire Codes, as they exist or may hereafter be amended. Lessees expressly waive any and all claims, including a claim of County's default of the Lease, against County for compensation for any and all loss or damage sustained by reason of any defect, deficiency, interruption, or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system, or electrical apparatus or wires serving the Leased Premises.

4.02. Maintenance and Repairs by Lessee

Airport leases are term leases and lessees agree to keep and maintain the Leased Premises in a good, clean and sanitary condition at all times, reasonable wear and tear excepted. Lessees covenant and agree that they will not make or suffer any waste of the Leased Premises. Lessees, at their sole cost and expense, will make all repairs or replacements necessary to prevent the deterioration in condition or value of the Premises, including, but not limited to, the maintenance of and repairs to all hangars and other structures, doors, windows and roofs, and all fixtures, equipment, utilities, hangar modifications and pavement connecting the taxiway, taxi lane, or access road to the hangar foundation of the Leased Premises. Lessees must paint the exterior of the hangar, as needed and reasonably directed by County, with specifications and color to be approved in writing by the Airport Manager. Lessees shall be responsible for all damages caused by them, their agents, servants, employees, contractors, subcontractors, licensees or invitees, and lessees agree to fully repair or otherwise cure all such damages at their sole cost and expense.

Lessees agree that all improvements, trade fixtures, furnishings, equipment and other personal property of every kind or description which may at any time be on the Leased Premises shall be at the lessee's sole risk or at the sole risk of those claiming under the lessee. Neither the County nor

the Airport shall be liable for any damage to such property or loss suffered by a lessee which may be caused by the bursting, overflowing or leaking of sewer or steam pipes, from water from any source whatsoever, or from any heating fixtures, plumbing fixtures, electric wires, noise, gas or odors, or from causes of any other matter.

4.03. Access

The County shall have the right and privilege, through its officers, agents, servants or employees, to inspect the Leased Premises. Except in the event of an emergency, the County shall conduct such inspections during customary working hours and shall use its best efforts to provide the lessee at least twenty-four hours' notice prior to any inspection. Lessees will permit the Crook County Fire and Rescue (CCFR) Fire Marshal or his or her authorized agents to inspect the Leased Premises, and lessees will comply with all requirements of the Fire Marshal or his or her authorized agents that are necessary to bring the Leased Premises into compliance with all applicable fire and building code requirements regarding fire safety, as such provisions exist or may hereafter be amended. Lessees shall maintain in proper condition accessible fire extinguishers of a number and type approved by the Fire Marshal or his or her authorized agents for the particular hazard involved.

4.04. Inspections and Repairs

If the County determines during an inspection of the Leased Premises that a lessee is responsible under the Lease for any maintenance or repairs, the County shall notify the lessee in writing. Lessees agree to begin such maintenance or repair work diligently within 30 calendar days following receipt of such notice and to then complete such maintenance or repair work within a reasonable time, considering the nature of the work to be done. If a lessee fails to begin the recommended maintenance or repairs within such time or fails to complete the maintenance or repairs within a reasonable time, County may, in its discretion, perform such maintenance or repairs on behalf of said lessee. In this event, the lessee will reimburse the County for the cost of the maintenance or repairs, and such reimbursement will be due upon receipt of the County's billing.

4.05. County May Perform Required Repairs

During any inspection, the County may perform any obligations that County is authorized or required to perform under the terms of the Lease or pursuant to its governmental duties under federal, state, or local laws, rules, or regulations. In this event, the lessee will reimburse the County for the cost of the maintenance or repairs, and such reimbursement will be due upon receipt of the County's billing.

5. RIGHTS AND RESERVED POWERS OF COUNTY

5.01. Hazards

The County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to, the right to prevent a lessee from erecting or permitting to be erected any building or other structure which, in the opinion

of the County, would limit the usefulness of the Airport, constitute a hazard to aircraft or diminish the capability of existing or future avigational or navigational aids used at the Airport.

5.02. Development

The County reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of a lessee, and without interference or hindrance by or on behalf of a lessee. Accordingly, nothing contained in the Lease shall be construed to obligate the County to relocate a lessee as a result of any such Airport developments or improvements.

5.03. Sponsor Assurances

The County covenants and agrees that during all required periods the County will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by the County to the United States Government through the Federal Airport Act; and each lessee agrees that the Lease and lessee's rights and privileges thereunder shall be subordinate to the Sponsor's Assurances.

5.04. Easements

A lessee's rights shall be subject to all existing and future utility and drainage easements and rights-of-way granted by the County for the installation, maintenance, inspection, repair or removal of facilities owned or operated by electric, gas, water, sewer, communication or other utility companies. A lessee's rights shall additionally be subject to all rights granted by any ordinance or statute which allows utility companies to use publicly owned property for the provision of utility services.

5.05. Relocation of a Hangar and Leased Premises

The precise location of the Leased Premises where a hangar is located is subject to County's discretion and modification. The County may compel relocation of a hangar at any time, in which case the County will be responsible for all reasonable relocation costs. The lessee will be responsible for all hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of the lessee, or if relocation is due to termination of the Lease.

6. SUB-LEASING AND TRANSFERS

6.01. Limitations on Transfers

Except as permitted in this section, lessees must not, voluntarily or by operation of law, sell or transfer the Lease or any interest therein, sublet the Leased Premises or any part thereof, or grant any right to use the Leased Premises, the improvements, or any respective part thereof (each a "Transfer") without the prior written consent of the County, which must not be unreasonably withheld. Any attempted Transfer without such prior written consent will be void. County's consent to a Transfer will in no event release lessee, any assignee, sublessee, or any guarantor from their respective liabilities or obligations under the Lease or any guaranty of the Lease (including any liabilities or obligations arising during the Extended Term), nor relieve the lessee from the requirement of obtaining the County's prior written consent to any further Transfer. The County's acceptance of Rent from any other person will not be deemed to be a waiver by the County of any provision of the Lease or consent to any Transfer. The failure or refusal of the County to approve a

requested Transfer shall not relieve the lessee of its obligations hereunder, including payment of Rent.

If the lessee is a corporation, partnership, limited liability company, or other entity or unincorporated association, then any Transfer of the Lease by merger, consolidation, liquidation, or change in the ownership of or power to vote the majority of the ownership interest of Lessee, will constitute a Transfer for the purposes of this section.

6.02. Assignments Prohibited

Except in the case of an assignment pursuant to a probate proceeding or for estate planning purposes, all assignments of this Agreement are prohibited. An assignment prohibited within the meaning of this section includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise, or the creation of new stock or ownership interests, by which ownership or control of an aggregate of more than 50 percent of a lessee's stock or ownership interests must vest in a party or parties who are non-stockholders, partners, or members, as applicable, as of the Commencement Date.

6.03. Subletting

Lessees have the right to sublet portions of the Leased Premises or the improvements only for a term or terms that will expire before the expiration of the Term. It is the responsibility of each lessee to provide the County with a completed information form for each subtenant, with their name, contact information, and tail number. Additionally, each sublease must contain the following terms and conditions:

- (a) The sublease will incorporate the terms, conditions, and covenants set forth in, and state that it is subject and subordinate to, the Lease, this Lease Policy, and to any extensions, modifications, or amendments of the Lease;
- (b) That rents due under the sublease (i) have been assigned to the County (and the lessee hereby assigns the rents to the County), to support performance of the lessee's covenants under the Lease, which assignment will be effective only on the occurrence of any event of default by the lessee under the Lease; and (ii) will, on receipt of written notification from the County that an event of default has occurred under the Lease, be paid by the subtenant directly to the County, subject to section 7 of this Lease Policy, until the subtenant receives written notice from the County that the lessee has cured the event of default or is in the process of curing the event of default in a manner reasonably satisfactory to the County;
- (c) If any act or omission of the lessee would give a subtenant the right, immediately or after lapse of a period of time, to cancel or terminate the sublease, or to claim a partial or total eviction, subtenant will not exercise that right: (i) until it has given written notice of the act or omission to the County; and (ii) until a reasonable period of time for the County to cure the condition has passed.

7. ENCUMBRANCES AND LEASEHOLD MORTGAGES

7.01. Liens Granted to County

By statute, the County has a lien against the Improvements, aircraft, and all personal property that lessees store in the hangar, except as provided in ORS 87.156 and 90.120 and other than wearing apparel. This lien attaches upon delinquency and exists and continues for all unpaid amounts that a lessee may owe the County, from time to time, and the County's assertion of the lien does not relieve a lessee from the obligation to pay the annual rent as provided in the Lease. In the event a lessee does not fully and immediately discharge all delinquent unpaid amounts, the County has the right to take and recover possession of the Improvements and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar, Improvements, aircraft, or personal property and assertion of the lien.

7.02. Defined Terms for Leasehold Mortgages

Any mortgage, deed of trust, financing statement, security agreement, or other financing instrument granted by lessee pursuant to this section 7 is referred to as a "Permitted Leasehold Mortgage," and the holder of or secured party under a Permitted Leasehold Mortgage is referred to as a "Permitted Leasehold Mortgagee." The term "Lending Institution" means any commercial, national, or savings bank, savings and loan association, trust company, pension trust, foundation, or insurance company, and any other entity, person, corporation, partnership, or otherwise making a loan on the security of lessee's interest in the Lease or any portion of the Leased Premises or the Improvements.

7.03. Right to Mortgage Leasehold

Notwithstanding any other provision to the contrary, in addition to any other rights granted and without any requirement to obtain County's consent, lessees have the right to mortgage or grant a security interest in lessee's interest in their lease, the Leased Premises, and the Improvements under one or more leasehold mortgages to one or more Lending Institutions, and to assign their Lease as collateral security for a Permitted Leasehold Mortgage, on the condition that all rights acquired under the leasehold mortgages are subject to every term, covenant, condition, and restriction set forth in the Lease, and to all rights and interests of the County, none of which covenants, conditions, restrictions, rights, or interests is or may be waived by the County by reason of the right given to mortgage or grant a security interest in lessee's interest in the Lease and the Premises and the Improvements, except as expressly provided otherwise.

7.04. Lender Protections

If a Permitted Leasehold Mortgagee sends to the County a true copy of its Permitted Leasehold Mortgage, together with written notice specifying the name and address of the Permitted Leasehold Mortgagee, then as long as the Permitted Leasehold Mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to the County, the following provisions will apply:

7.04.01. No Modifications or Terminations

The Lease may not be (a) amended or modified, or (b) terminated or canceled by reason of the exercise of any option or election by the lessee, or by the giving of any notice by the lessee, unless such amendment, modification, termination, or cancellation by the lessee is assented to in writing by the Permitted Leasehold Mortgagee. Any such attempted amendment or modification, termination, or cancellation by lessee without the Permitted Leasehold Mortgagee's assent is void.

7.04.02. Notice to Permitted Leasehold Mortgages

Upon serving the lessee with any notice under the Lease, whether of default or any other matter, the County will simultaneously serve a copy of the notice on the Permitted Leasehold Mortgagee, and no notice to lessee will be deemed given unless a copy is so served on the Permitted Leasehold Mortgagee in the manner provided in this Lease for giving notices.

7.04.03. Right to Cure

In the event of any default by lessee under the Lease, each Permitted Leasehold Mortgagee has the same period as the lessee has, plus 30 days, after service of notice on it of the default, to remedy or cause to be remedied or commence to remedy and complete the remedy of the default complained of, and the County must accept that performance by or at the instigation of the Permitted Leasehold Mortgagee as if the same had been done by the lessee. Each notice of default given by the County must state the amount of any Rent that is then claimed to be in default.

7.04.04. Right to a New Lease

The County agrees that if a lease is terminated by reason of any default by the lessee, other than for nonpayment of the Rent and other payments herein provided for, the County will enter into a new lease for the Premises and the Improvements with the holder of the then First Leasehold Mortgage on the Lease, or with its nominee or designee, for the remainder of the original Term, effective as of the date of the termination, at the Rent and on the other terms and provisions as herein contained and subject only to the same conditions of title as this Lease was subject on the date of the execution hereof, and to the rights, if any, of any parties then in possession of the Leased Premises or any portion thereof, provided as follows:

- a. The holder will request the new lease within 30 days after the date of termination of the Lease;
- b. The holder will pay to the County at the time of execution and delivery of the new lease all sums as to which the First Leasehold Mortgagee will have been provided with prior notice and which would at the time of execution and delivery thereof be due under the Lease had it not terminated, together with any expenses, including reasonable attorney fees, to which the County will have been entitled to by reason of the default;
- c. The County will not warrant possession of the Premises to the lessee under the new lease;
- d. The new lease will be expressly made subject to the rights, if any, of lessee under the terminated Lease; and

- e. The tenant under the new lease will have the same right, title, and interest in and to the Premises as the lessee had under the original Lease (except as otherwise provided herein).

7.04.05. Bankruptcy of Lessee

Nothing herein contained will require any holder of a Permitted Leasehold Mortgage or its nominee or designee to cure any default of a lessee arising out of its bankruptcy, insolvency, reorganization, or other proceeding under the bankruptcy or insolvency laws of the United States or the State of Oregon or otherwise.

7.04.06. Insurance Policies

The County agrees that the name of the Permitted Leasehold Mortgagee may be added to the “loss payable endorsement” of any or all insurance policies required to be carried by lessee.

8. TERMINATION AND OWNERSHIP OF IMPROVEMENTS

8.01. Selling the Improvements during the Term of the Lease

A lessee wishing to sell the Improvements during the Term of a Lease must notify the County of its intent to do so. With County approval, the current lessee will typically be given a penalty-free termination of the Lease and a new lease with the buyer of the Improvements will be executed with the same Term ending date as the existing Lease. If an inspection is performed demonstrating a useful life of the improvements of greater than 30 years, the buyer will be offered the County’s standard 20-year lease as described in section 2.04 above.

8.02. Ownership of Improvements at the End of the Lease

A lessee’s right to enter upon the Leased Premises expires on the final day of the Term. Before such expiration of the Term, lessees will, at their cost and expense: (a) perform all property, hangar, and leasehold improvement maintenance and repairs for which the lessee is obligated under the Lease; (b) remove any personal property and improvements, including without limitation a hangar, all aircraft, vehicles, furnishings and furniture, equipment and tools, trade fixtures, and waste and debris and (c) surrender the Leased Premises, hangar, and leasehold improvements to the County in good condition and free of waste and debris at lessee’s expense. With the consent of the County, at the termination of a Lease’s term, lessees may transfer ownership of a hangar, leasehold improvements, and alterations on the Leased Premises to the County, at no cost to the County. Said transfer must be free from all claims, rights, encumbrances, and interests of the lessee or a third party without the need for a conveyance document, unless requested by the County.

8.03. No Holdover Period

There shall be no holdover period of any Lease. Should a lessee remain in possession after the expiration of the Term, the Lessee will be considered a tenant at sufferance, which the County may consider as triggering the termination, remedy, and surrender provisions at any time without notice and the lessee will be liable for any and all damages resulting from such unauthorized holdover,

including but not limited to any and all damages that the County is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the Improvements.

9. FAA REQUIRED PROVISIONS

9.01. Non-Discrimination

All Leases will contain language substantially similar to the following:

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee and all heirs, successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

- (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

9.02. Subordination

The County may not take or permit any action which would operate to deprive the Airport of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances to the Airport's grant agreements with the FAA. As such, every Airport Lease will reserve all necessary powers in favor of Crook County and subordinate lessee's leasehold interest to the provisions of any existing or future agreement between the County and the United States Government, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. Additionally, during any war or national emergency, the County shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions

of a Lease which are inconsistent with the provisions of the lease to the Government shall be suspended. The County shall not be liable for any loss or damages alleged by a lessee as a result of this action. However, nothing in the Lease shall prevent a lessee from pursuing any rights it may have for reimbursement from the United States Government.

9.03. Aviation Easement

The County reserves for itself and for the public a right of flight for the passage of aircraft in the airspace above the Airport and improvements together with the right to cause noise, vibration, dust, fumes, smoke, vapor, and other effects inherent in the navigation or flight of aircraft and/or operation of the Airport. Each tenant will protect the Airport and Airport property for aeronautical and related uses, will not interfere or impede, and will conduct all activities in a manner that will not adversely affect or interfere with the Airport's operations and those of other lessees and authorized users of the Airport or the general public. Any lessee activities that the Airport Manager determines interfere with or impede the operation, use, or maintenance of the Airport or aeronautical activities are specifically prohibited and will constitute an event of default under the lease.

9.04. Indemnification

Lessees assume all liability and responsibility for property loss, property damage, and/or personal injury of any kind, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with its use of the Airport under the lease or with the leasing, maintenance, use, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Airport Manager, its officers, agents, servants, or employees.

Lessees covenant and agree to, and do to the extent allowed by law, without waiving any defenses provided by law, hereby indemnify, hold harmless, and defend the County, City of Prineville and Airport Manager, their officers, agents, servants, and employees from and against any and all claims or lawsuits for either property damage or loss and/or personal injury, including death, to any and all persons, of any kind or character, whether real or asserted, arising out of or in connection with lessee's use of the Airport under the Lease or with the use, leasing, maintenance, occupancy, existence, or location of the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County or Manager, its officers, agents, servants, or employees.

Lessees assume all responsibility and agrees to pay County, City of Prineville and Airport Manager for any and all injuries or damages to the County's property which arise out of or in connection with any and all acts or omissions of the lessee, its officers, agents, employees, contractors, subcontractors, licensees or invitees, except to the extent caused by the gross negligence or willful misconduct of County, City of Prineville and Airport Manager, their officers, agents, servants, or employees.

County, City of Prineville and Airport Manager do not guarantee police protection to lessees, and sublessees or their property. The Airport is obligated only to provide security adequate to maintain

the County's certification under FAA regulations. Lessees shall comply with all applicable regulations of the FAA relating to airport security. Lessees shall pay all fines imposed by the FAA on the County, Airport Manager or the lessee resulting from lessee's or any sublessees' failure to comply with such FAA regulations or to prevent unauthorized persons or parties from their obtaining access to the air operations area of the Airport from the Leased Premises.

10. RENTALS, RATES, FEES, AND CHARGES

10.01. Rent

Rent for all leases is based upon a Fair Market Rent value derived from a Title XI compliant appraisal report and adjusted yearly for inflation. Total Rent is based on the square footage of the Leased Premises and the surrounding Impacted Area.

10.01.01. Initial Rent

Leases for undeveloped lots must pay "Initial Rent," which is an amount calculated to re-coup the County's infrastructure costs. Initial Rent is a one-time fee, for only those lots that are undeveloped at the execution of the Lease.

10.01.02. Impact Area

Other than Initial Rent, Total Rent is the sum of the current Fair Market rent multiplied by the sum of the square footage of the Leased Premises, defined in section 2.02, and the "Impact Area." The Impact Area is measured from the boundary line of the Leased Premises to the midpoint of the centerline of the taxiway, taxi lane, or access road and the length of all setbacks.

10.01.03. Maintenance Fee

The County, in its sole discretion and at any time, reserves the right to institute a Maintenance Fee or other operational charges in addition to Rent. The fee will be based on the Airport's reasonable and necessary expenses for safe and proper maintenance of the Airport common areas. There is currently no such fee.

10.02. Adjustment of Rent

Rent will be adjusted annually effective on January 1st (the "Adjustment Date"). The County will deliver notice to lessees of the amount of the adjustment and the new Rent not less than 30 days before Rent is due each year, calculated pursuant to the provisions below. In no event will annual adjustment operate to decrease Rent.

- **Annual Adjustment:** For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment, the County will adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index (the "Index") published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled "U.S. City Average, All Items, All Urban Consumers, 1982-84=100" for the month of October in the year of the

Commencement Date or the prior year's Rent, as applicable, and October's figures for the current year of the Adjustment Date. All comparisons will be made using Index figures derived from the same base period. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.

- **Appraisal Adjustment:** At five-year intervals, the next 2025, the County will procure an Appraisal Report, consistent with Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) to ascertain Fair Market Rent for all leased space at the Airport, which will form the basis for the adjustment of Rent in that fiscal year.

10.03. Taxes and Assessments

Lessees agree to timely pay any and all federal, state, or local taxes or assessments which may lawfully be levied against a lessee due to a lessee's use or occupancy of the Leased Premises or any improvements or property placed on the premises by a lessee as a result of its occupancy.

11. INSURANCE

Lessees shall be responsible for any and all property damage insurance for each lessee's hangar, aircraft, and other property on the Leased Premises. Additionally, lessees, at their sole cost and expense, shall procure and maintain at all times, in full force and effect during the Term of the Lease, a policy or policies of insurance, naming Crook County and the City of Prineville as additional insureds and covering all risks arising directly or indirectly out of the lessee's activities at the Leased Premises, including but not limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) if the lessee or any occupant of the Leased Premises has property of others, including aircraft, in their care, custody, or control then they shall maintain hangar keeper's liability coverage with limits adequate to cover the potential damage. The limits for all such policies shall exceed the minimum of the current statutory limits of liability for the County under the Oregon Tort Claims Act, which as of June 2023 are \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County-approved certificate of insurance upon execution of a Lease and each time Rent is due. The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, a lessee shall provide written notice to the County within two calendar days after the lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused the lessee's insurance coverage to cease or be modified, it is the lessee's responsibility to notify the County.

12. HAZARDOUS SUBSTANCES

Only hazardous materials used to facilitate aeronautical activities are allowed at the Airport. All hazardous materials stored in a hangar must be stored in Department of Transportation and OSHA approved containers and disposed of per hazardous waste requirements, as required by law. The

total volume of stored hazardous materials may not exceed 5 US gallons. The storage of engine oil, in the manufacturer's original containers, will not be included in the calculation of the total allowable storage volume. To minimize fire hazard and hazardous waste contamination issues, the following actions are prohibited in a hangar: using combustible chemicals or cleaning solvents, fuel system draining, fuel system repair (except where the fuel system has been drained), chemical stripping, chemical washing, and painting (except as described elsewhere in this Lease Policy). Any hot work (i.e., cutting, welding, brazing, soldering, and grinding) may not be performed inside a hangar; any such work performed in the hangar itself must be done by a person properly licensed to perform such work. A lessee, and all persons performing work on a lessee's behalf, must at all times comply with all applicable current state and local laws, ordinances, regulations, and fire prevention codes.

DRAFT

IN THE COUNTY COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CROOK

**IN THE MATTER OF)
ADOPTING A)
COMPREHENSIVE)
POLICY FOR AIRPORT)
ACTIVITIES)
)**

ORDER 2023-45

WHEREAS, the Crook County/Prineville Airport (the “Airport”) is located on land owned by Crook County; and

WHEREAS, Crook County is the sponsor of various FAA grants for the Airport; and

WHEREAS, Crook County, on June 7, 2023 approved Order No. 2023-31 regarding the adoption of the Crook County/Prineville Airport Lease Policy for Non-Commercial Aeronautical Activities; and

WHEREAS, non-tenant members of the public and commercial entities also utilize the Airport; and

WHEREAS, the health and safety of Crook County citizens are enhanced with clear guidelines that establish appropriate behavior for the public and expected standards for commercial behavior; and

WHEREAS, Crook County must comply with its obligations to operate the Airport on fair and reasonable terms without unlawful discrimination while also striving for economic self-sufficiency.

///

NOW, THEREFORE, the Crook County Court hereby **ORDERS** that the Rules, Regulations, and Minimum Standards, attached herein as Exhibit A, and the amended Lease Policy for Non-Commercial Aeronautical Activities, attached herein as Exhibit B, are adopted as the official Crook County Policies for the Airport and that the Policies be posted on the Airport’s website and be available for inspection to the general public.

DATED this 1st day of November 2023.

CROOK COUNTY COURT

SETH CRAWFORD, County Judge

JERRY BRUMMER, County Commissioner

BRIAN BARNEY, County Commissioner

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

AN ORDINANCE AMENDING TITLE 8)
OF THE CROOK COUNTY CODE,)
ADOPTING A NEW CHAPTER TO) ORDINANCE 342
REGULATE THE AIRPORT)

WHEREAS, the Crook County/Prineville Airport (the "Airport") is located on land owned by Crook County and within its borders; and

WHEREAS, Crook County is the Sponsor of various Federal Aviation Administration (FAA) Airport Improvement Program grants for the Airport; and

WHEREAS, one of the requirements of the FAA grants is that the Airport shall be operated at all times in a safe and serviceable condition, and that the Sponsor will not cause or permit any activity thereon which would interfere with its use for airport purposes; and

WHEREAS, according to the FAA, airports should have adequate rules covering vehicular traffic, sanitation, security, crowd control, access to certain areas, and fire protection, as well as services such as fueling aircraft, and storing hazardous materials in an effort to eliminate hazards to aircraft and people and structures on the ground; and

WHEREAS, Crook County is responsible for the health and general welfare of its people; and

WHEREAS; safe and secure operations at the Airport are to the benefit of Airport operators, tenants, users, and the general public;

NOW, THEREFORE, the Crook County Court ordains as follows:

SECTION ONE: The above Recitals are adopted as the County Court’s FINDINGS OF FACT.

SECTION TWO: A new chapter is added to the Crook County Code to read as follows:

**Chapter 8.01
Airport**

Sections:

8.01.010 Regulations
8.01.015 Violation

8.01.010 Regulations

Any person or entity using the Crook County/Prineville Airport and its facilities shall do so in compliance with all County Airport Regulations. For the purpose of this chapter, Airport Regulations include any lawful orders of the Crook County Court to implement a duly adopted regulation.

8.01.015 Violation

A violation of this chapter is a civil infraction punishable by a maximum fine of not more than \$500.00 per day. Any person or entity violating this section may be removed from the property as a trespasser.

SECTION THREE: Crook County Code Chapter 16.12 Airport Chemical Spills is hereby repealed in its entirety.

SECTION FOUR: If any court of competent authority invalidates a portion of this Ordinance 342, the remaining portions will continue in full force and effect.

SECTION FIVE: *Emergency.* This Ordinance being necessary for the health, welfare, and safety of the people of Crook County, an emergency is hereby declared to exist, and this Ordinance shall become effective upon signing.

First Reading: _____, 2023.

Second Reading: _____, 2023.

DATED this 15th day of November, 2023.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney



Crook County/Prineville Airport Rules, Regulations, and Minimum Standards

November 2023

Contents

1.	Introduction.....	3
1.01.	Purpose.....	3
1.02.	Applicability	3
1.03.	Authority	3
1.04.	Variance or Waiver	3
1.05.	Severability	3
2.	Rules and Regulations	4
2.01.	Crook County Code.....	4
2.02.	General	4
2.03.	Aircraft and Vehicle Operations	5
2.04.	Airport Access, Control, and Security.....	7
2.05.	Parking.....	7
2.06.	Aircraft Fueling	9
2.07.	Aircraft Run-up Areas and Use.....	9
2.08.	Safety and Environmental Hazards.....	10
2.09.	Enforcement.....	13
3.	Commercial Minimum Standards.....	14
3.01.	Introduction and Purpose.....	14
3.02.	Minimum Standards for All Commercial Providers	14
3.03.	Minimum Standards for Fixed Base Operators.....	17
4.	Definitions	19

1. INTRODUCTION

1.01. Purpose

The purpose of these Crook County/Prineville Airport Rules, Regulations, and Minimum Standards (collectively, “these Rules”) is to protect the public health, safety, interest, and general welfare of the Crook County/Prineville Airport (hereafter referred to as the “Airport”) and to set guidelines for Airport-approved operating procedures for the safety and security of the Airport operators, tenants, and users. Nothing in these Rules shall limit or constrain the legitimate authority of the County or Airport Manager. These Rules are subordinate to applicable Federal and State law.

1.02. Applicability

These Rules apply to any person accessing or using the Airport, unless a rule is expressly limited a specific subgroup. Each person or entity shall be responsible for their actions and all actions of any person to whom they provide or facilitate access, whether directly or indirectly. Entry upon the Airport by any person shall be deemed to constitute an agreement by such person to comply with these Rules.

1.03. Authority

These Rules are adopted by Crook County, Oregon (hereafter referred to as the “County”). The County specifically grants the Airport Manager (the County and Airport Manager may be collectively referred to hereafter as simply the “County”) the authority to operate, manage, maintain, and secure the Airport and take such actions as may be necessary to enforce these Rules. These Rules may be supplemented, amended, or modified from time to time and in such manner and to such extent as the County determines to be appropriate. The County may also issue special ordinances, rules, regulations, notices, memorandums, or directives when necessary.

In cases where two or more provisions of these Rules are in conflict, the more stringent or restrictive shall prevail.

1.04. Variance or Waiver

The County may grant relief from the literal requirements of these Rules when strict enforcement would result in practical difficulty or unnecessary hardship. Any such relief may be subject to reasonable conditions necessary to maintain safety of flight operations, fulfill the intent of these Rules, and to protect the public interest.

1.05. Severability

Should any paragraph or provision of these Rules be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of any other rule or regulation hereunder.

///

2. RULES AND REGULATIONS

2.01. Crook County Code

A violation of these Rules is a violation of the Crook County Code and may be punishable by a civil infraction fine of up to \$500.00 per day.

2.02. General

2.02.01. Commercial Use Authorization

No person shall utilize any portion of the Airport or any building, facility, or structure for revenue producing commercial activities or to solicit business or funds for any business or activity, except by conducting said business operations or activities under the terms specifically authorized by a lease, sublease, permit, license or temporary permission of the County and in full compliance with the Commercial Minimum Standards, below. An activity is considered commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt. This section shall not apply to itinerant military or government aircraft operations.

2.02.02. General Conduct

The following rules govern general conduct at the Airport:

- No person shall destroy, injure, damage, deface, disturb, or tamper with any building, vehicle, sign, equipment, landscaping, fixture, or any other structure or property on the Airport.
- No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft, or use any aircraft, aircraft parts, instruments, or tools without permission of the owner/operator or under the specific direction of the County in an emergency.
- No person shall abandon any personal property at the Airport.
- Any person finding lost articles in Airport public areas shall deposit them with the Airport's administration office.
- Any property damaged or destroyed by the negligence or willful conduct of any person shall be paid for in full by the person(s) responsible for such destruction or damage.
- No person shall commit any disorderly, obscene, lewd, indecent, or unlawful act; commit any act of nuisance (including the use of abusive or threatening language); or act in such a manner as to disturb the peace while at the Airport.

2.02.03. Animals

The following rules apply to all animals at the Airport:

- Excluding Americans with Disabilities Act (ADA) and law enforcement requirements, no person shall enter any public Airport building with any animal unless being transferred or shipped.

- No animals (excluding ADA requirements and law enforcement) are allowed within the Airport Operations Area (AOA) unless being transferred, shipped, or under the control of their owner by leash, harness, restraining straps, or cage. Leashes, harnesses, and straps shall not exceed twelve feet in length.
- Owners are responsible for the immediate removal and proper disposal of animal waste.
- No owner/person in charge of a dog or other animal shall permit the animal to wander unrestrained on any portion of the Airport property. Owners are responsible for the control and conduct of their animal(s) at all times.

2.02.04. Smoking

No smoking shall be permitted:

- On an aircraft parking ramp, within fifty feet of an aircraft, fuel truck, and/or fuel storage area;
- Where specifically prohibited by City, County, State, or Federal laws;
- In any public building or within ten feet of any business entry door located on Airport property, or at any other location through which public movement may be anticipated; and
- At any other place on Airport property where the County specifically prohibits smoking.

Waste from smoking shall be disposed of properly.

2.02.05. Liability

The Airport assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, earthquake, or other acts of God, collisions, or strikes; nor does it assume any liability for injury to persons or property while at the Airport. Additionally, any person, as a condition for the use of the Airport or any of the facilities thereof, shall release, hold harmless, and indemnify the County and all other officers and employees of the County and Airport, from any and all responsibility, liability, loss or damage resulting to it or them, or caused by, or on their behalf and incident to the manner in which the Airport or its facilities shall be used. Notwithstanding the foregoing, Airport users shall not be required to indemnify the County for damage occasioned by the sole gross negligence or willful misconduct of the City, County, Airport, or their employees or representatives.

2.03. Aircraft and Vehicle Operations

2.03.01. General

No person shall operate or maintain any aircraft except in strict conformity with all state and local ordinances, these Rules, and the regulations of the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA). All aircraft shall be operated in accordance with air traffic patterns established by the Airport and the FAA. Unusual performance tests of aircraft may

be conducted only upon prior permission of the County, and then only upon such conditions as it may impose.

2.03.02. Vehicle Operations in the Air Operations Area

No person shall drive a vehicle in any Air Operations Area (AOA) unless that person has received permission from the County or designee and only for the purpose of assisting aircraft operations or servicing requirements. At all times and under all conditions, aircraft shall have the right-of-way. No person shall drive a vehicle across the immediate path of a taxiing aircraft. All vehicles shall pass to the rear of an aircraft whose engine(s) is running. No person shall drive a vehicle, other than those vehicles being used for aircraft servicing functions, in such a manner as to create a hazard to the fuel truck or aircraft during fuel-servicing operations. Vehicles traveling from one location on the ramp to another shall do so by using the perimeter road unless such travel is confined to and associated with the immediate servicing of aircraft operations.

2.03.03. Disabled Aircraft

Any pilot, owner, operator, or other person having the control, or the right of control, of any abandoned or disabled aircraft at the Airport shall be responsible for its prompt removal and all parts thereof, subject, however, to any requirements of, or direction by, the National Transportation Safety Board (NTSB), the FAA, or the County that such removal or disposal be delayed pending an investigation of an accident. The County has the authority to direct removal or relocation of a disabled aircraft from any location at the Airport except authorized aircraft storage spaces.

2.03.04. Landings and Takeoffs

All fixed-wing aircraft shall land and takeoff only on designated runways unless specifically authorized by the County.

2.03.05. Taxiing Operations

Aircraft taxiing operations are restricted to the designated paved runways, taxiways, taxi lanes, aprons, and ramps. Aircraft shall not be taxied into or out of any hangar.

It is recommended that all aircraft operate with navigation lights and landing lights on during low visibility conditions. No aircraft shall be taxied or engines operated at the Airport where propeller or rotor and/or jet blast will cause injury to persons or damage to property. If it is not possible to taxi in compliance with the above, then the engine must be shut down and the aircraft towed to the desired location.

2.03.06. Securing Aircraft

No person shall leave an aircraft unattended in any area of the Airport, including a Leased Premises, unless properly secured. The securing of aircraft shall be the sole responsibility of the owner and/or operator of the aircraft.

2.03.07. Based Aircraft Registration

Aircraft based at the Airport (commercial or non-commercial) are encouraged to be registered with the County or an authorized FBO. Registration information includes the following: aircraft make and model, registration number, and aircraft owner name, address, and phone number. Based aircraft operators must have a tie-down agreement with either the County or an authorized FBO or have a written lease or agreement with the County at the Airport.

2.03.08. Accident Reporting

All accidents on Airport property, whether to aircraft, motor vehicle, or personal injury shall be reported immediately to the Airport Manager. All accidents will be investigated, and reports filed with the proper authorities as outlined by 49 CFR 830.5(a).

2.04. Airport Access, Control, and Security

2.04.01. Airport Closure

The Airport Manager shall have the authority to close the Airport or any portion of the Airport as appropriate whenever the Airport or any portion thereof is unsafe for aeronautical activity.

2.04.02. Access to Air Operations Area

Only the Airport Manager may grant unescorted access to the AOA. The granting of access does not give any person or persons the privilege of unrestricted use of the space within the airfield boundary fence. Access privileges are confined to the times and areas required for the purpose access is granted.

2.04.03. Tenant Security

Tenants and tenant employees are responsible for safeguarding doors, gates, and other access control devices between the AOA, Airport airside, and landside areas. Tenants and tenant employees are an important part of the Airport security team and are encouraged to be alert for, and report to authorities, suspicious or unauthorized personnel and activities at the Airport.

2.05. Parking

2.05.01. Airport Parking

The following rules apply to all Airport parking:

- No person shall stop, park, or leave any vehicle along the terminal curbside at the Airport except while in the immediate process of passenger pick up or drop off.
- No person shall park a vehicle at the Airport other than in a designated parking area and in a manner that does not obstruct the safe and orderly movement of aircraft.

- Individuals with parking permits issued by the Airport shall park only in compliance with the issued parking permits.
- Where parking is allowed at the Airport, a person shall park a vehicle only within a dedicated parking space.
- No person shall park at the Airport in violation of a parking limitation, parking restriction, or other parking regulation sign posted for the parking area.
- No person shall stop, park, or leave standing any vehicle at the Airport, whether attended or unattended, in those areas designated in ORS 811.550, except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or official traffic control device.
- In addition to the above provisions, all other provisions of the Crook County Code and/or City of Prineville Code shall continue to apply to the Airport.

2.05.02. Aircraft Parking and Storage

Aircraft shall be parked only in those areas designated for such purpose by the Airport Manager and shall not be positioned in such a manner that will block a runway, taxiway, taxi lane, or obstruct access to hangars, parked aircraft, and/or parked vehicles. Unless otherwise provided in an agreement with the County or authorized FBO, no person shall use any area of the Airport for the parking and storage of aircraft, other than transient parking, without prior written permission of the Airport Manager. Should a person use such areas for aircraft parking or storage without first obtaining the prior written permission of the Airport Manager, the Airport Manager may remove and store the aircraft at the expense of the aircraft operator without liability for damage that may arise from or out of such removal or storage.

2.05.03. Abandonment: Vehicles, Aircraft, and Equipment

No person shall park or store any vehicle or aircraft in non-operational or unattended condition on Airport property for a period of over thirty days, without a written permit from the County. Non-flyable aircraft may be stored in a hangar with other flyable aircraft.

Whenever any vehicle, aircraft or equipment is parked, stored, or left in non-operational condition at the Airport in violation of the provisions of this section 2.05, the Airport Manager shall so notify the owner or operator thereof by certified or registered mail, requiring removal of said vehicle, aircraft, or equipment within fifteen days of receipt of such notice, or if the owner or operator be unknown or cannot be found, the Airport Manager shall conspicuously post and affix such notice to the said vehicle, aircraft, or equipment requiring removal within fifteen days from date of posting. Upon the failure of the owner or operator to remove the vehicle, aircraft, or equipment within the period provided, the Airport Manager shall have it removed from the Airport. All costs incurred by the County in the removal of any vehicle, aircraft or equipment as set forth herein shall be recoverable against the owner or operator thereof.

2.05.04. Authority to Move Vehicles

The County has the discretion to remove, or cause to be removed at the owner's expense, from any restricted or reserved area, any roadway or right-of-way, or any other area on the Airport any vehicle which is disabled, abandoned, or illegally or improperly parked, or which creates a safety, security, or operations problem. The County shall not be liable for damage to any vehicle or loss of personal property which might result from the act of removal.

2.05.05. Tenant and Employee Parking

All employees of companies, organizations, or agencies having a leasehold interest at the Airport shall park only in designated parking areas.

2.05.06. Motorhomes, Boats, and Recreational Vehicles

Motor homes, boats, and recreational vehicles shall not be stored or used for overnight use anywhere at the Airport, unless in accordance with a valid Lease Agreement or with the written consent of the Airport Manager.

2.06. Aircraft Fueling

2.06.01. Self-Fueling

Self-fueling is permitted at the Airport only in designated areas. No person may conduct self-fueling at the Airport without complying with all applicable codes and regulations and only after executing a self-fueling agreement with the Airport Manager or FBO. Fuel flowage fees may apply to this activity.

2.06.02. Self-Servicing of Aircraft

Aircraft operators are permitted to fuel, wash, repair, or otherwise service their own based aircraft (utilizing their own equipment), provided there is no attempt to perform such services for others and further provided that such right is conditioned upon compliance with these Rules and Regulations and all other applicable regulatory measures.

2.06.03. Open Flames

Open flames on aircraft fuel servicing ramps, within fifty feet of any aircraft fuel servicing operation, or fueling equipment shall be prohibited.

2.07. Aircraft Run-up Areas and Use

2.07.01. Engine Starting/Run-up

The following rules apply to all engine starting and run-up operations:

- Operational checks requiring high-power settings shall be performed only in designated areas.

- A competent person shall attend to the engine and aircraft controls during engine start and run-up.
- Aircraft engines shall not be operated within any aircraft storage structure.
- Aircraft brakes shall be applied, or the aircraft shall be appropriately secured, before and during engine start and run-up.
- Minimum power shall be used when operating an aircraft in the vicinity of people, hangars, buildings, and other aircraft.

2.07.02. Temporary Run-up Area

Temporary relocation of run-up areas may be required during fire season (typically June-October) to facilitate fire suppression equipment. It is the responsibility of the person in charge of an aircraft to recognize and avoid these areas when hazards and safety concerns exist.

2.08. Safety and Environmental Hazards

2.08.01. Flammable Solids and Liquids

The use and storage of all flammable materials (solid and liquids) shall be in compliance with all DEQ, local, state and federal regulations, the Uniform Fire Code, and other rules and regulations included herein.

2.08.02. Fire Extinguisher and Equipment

The tenant of any hangar or building at the Airport shall be responsible for the furnishing and maintaining of adequate first aid and fire equipment meeting the minimum requirements of applicable local, state, or federal regulations. All extinguishers and other such equipment shall be inspected annually as required by law.

2.08.03. Material Storage

The following rules apply to all storage of hazardous and potentially hazardous materials:

- No person shall keep or store material or equipment in such manner as to constitute a fire hazard or be in violation of applicable NFPA codes, standards, and recommended practices, or local or state law.
- Gasoline, kerosene, ethyl, jet fuel, ether, lubricating oil, or other flammable gases or liquids, including those used in connection with the process of "doping" shall be stored in accordance with the applicable codes, standards, and recommended practices of NFPA. Buildings shall be provided with suitable fire appliances and first aid equipment.
- No person shall keep, transport, or store lubricating oils on the Airport except in containers and receptacles designed for such purpose and in areas specifically approved for such storage in compliance with the applicable codes, standards, and recommended practices of NFPA, FAA regulations, and local law.

2.08.04. Firearms and Explosives

No person, other than a sworn law enforcement officer or member of the Armed Forces of the United States on official duty, shall store, keep, handle, use, dispense, or transport at, in, or upon the Airport any class A or class B explosives, any radioactive substance or material (except for minimum amounts of radioactive substances, such as radioactive paint illuminating instrument dials), without prior written authorization from the Crook County Fire and Rescue Department or Fire Marshall and the Airport Manager.

2.08.05. Prohibited Wastewater Discharge

In order to protect the sewage system from damage, destruction, deterioration, or malfunction and to guard against hazards to health and safety:

- No person shall cause the discharge of any polluted water into the storm sewers or into watercourses that traverse the Airport. Persons who allow contaminants to enter the stormwater system, either intentionally or unintentionally, shall be liable for the cleanup of such spill and any fines levied.
- No user shall increase the use of processed water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with pollutant specific limitations developed by law.

2.08.06. Aircraft Maintenance

Any aircraft owner may perform Federal Aviation Regulation (FAR) Part 43 authorized operator maintenance on their owned aircraft, provided such maintenance or service is performed by the aircraft owner or their employee. Any owner or approved employee who performs such maintenance shall do so in the Airport designated self-maintenance area; within the confines of an individual private hangar; in a joint-use hangar, provided such activity does not pose a fire or safety hazard and does not impede the ingress/egress of other hangared aircraft; or on the aircraft owner's leased apron area except in individual tie-down spaces. Any aircraft owner utilizing an employee to perform aircraft maintenance shall be required to provide the Airport Manager evidence of employment in a form acceptable to the Airport Manager. Maintenance other than FAR Part 43 authorized owner maintenance performed on the aircraft by the aircraft owner or their employee will be at the Airport designated self-maintenance area or another location at the Airport approved by the Airport Manager. Use of the tie-down areas for maintenance shall be prohibited unless otherwise approved by the Airport Manager.

An aircraft owner shall not contract with a second party, such as an aircraft maintenance company or contractor, to perform "scheduled" maintenance on their aircraft at the Airport unless said company or contractor is a Commercial Operator leasing space on the Airport and licensed by the County to provide such aeronautical services to the public. "Unscheduled" aircraft maintenance by a non-based maintenance company or contractor is permitted, provided the aircraft owner notifies

the Airport Manager of this activity in advance and the company or contractor presents to the Airport Manager proof of proper FAA license and certificates to perform aircraft maintenance, proof of public liability insurance, and the Airport Manager can identify a satisfactory area at the Airport where the unscheduled maintenance service can be performed. Unscheduled maintenance notification shall consist of the aircraft owner contacting the Airport Manager and providing written documentation supporting the above requirements. Unscheduled maintenance is limited to the following:

- Warranted maintenance work that requires repair or additional attention by the warranting company.
- A malfunction that prevents the aircraft from being taken to another airport for maintenance.
- Maintenance work requiring a specialty service which is not being provided by an existing FBO operating at the Airport.

All aircraft maintenance shall be conducted strictly in accordance with these Rules and all federal, state, and local regulations, laws, and directives.

2.08.07. Negligent Aircraft Operation

No person shall operate an aircraft in a public aircraft parking and storage area, public landing area, taxiway, or public ramp and apron area in a careless or negligent manner or in disregard of the rights and safety of others.

2.08.08. Spill Cleanup Procedures

Proper procedures regarding any material or debris clean-up are as follows:

- The immediate cleanup and removal of materials used to clean spilled or dripped fuel, oil, grease, or other material is the responsibility of the aircraft operator or the tenant causing the spill. The operator will be responsible for all costs, including any Airport expenditures.
- Each loading/unloading station and each fueler shall have a supply of absorbent cleaning materials on hand to sufficiently clean fuel spills less than six feet in any dimension or to initially control a fuel spill in excess of six feet in any dimension.
- Any spill or dripped fuel, oil, grease, or other material which is flammable or detrimental to the pavement shall be cleaned immediately.
- Spilled fuel, oil, grease, or other material shall not be washed, flushed, or allowed to flow into any storm drain system.
- Materials utilized to clean up spilled fuel, oil, grease, or other material shall not be disposed of in any container used for disposal of other non-contaminated trash, garbage, or waste. Materials used to clean up fuel, oil, grease, or other material shall be disposed of by approved methods in accordance with all local, state, and federal laws.

2.08.09. Duty to Notify

Primary responsibility for prevention and cleanup of spills rests with the individual, FBO, or other entity causing the spill. Persons involved with any hazardous material or chemical spill, regardless of the size or amount, shall immediately notify the Airport Manager. Notifications should include the type of material spilled, amount, time, location, if contained, and any other pertinent information available. Additionally, if any claim, demand, action, or notice is made against the person regarding the person's failure or alleged failure to comply with any environmental laws, the person shall immediately notify the Airport Manager and, within twenty-four hours, submit a written report to the Airport Manager, and shall provide copies of any written claims, demands, actions, or notices so made.

2.08.10. Aircraft Accident and Incident Reporting

Operators of aircraft involved in accidents or incidents occurring at the Airport requiring notification to the FAA, NTSB, or insurance company shall notify the Airport Manager as soon as practical and make a full written report of the accident or incident to the Airport Manager within twenty-four hours. The report shall include the names and addresses of those involved, all details of the accident, and the aircraft involved. When a written report of an accident or incident is required by the FAA, a copy of such report shall be submitted to the Airport Manager at the same time.

2.09. Enforcement

The County and Airport Manager reserve the right to take any actions they deem necessary or appropriate in the event of any violation of these Rules, including, but not limited to prohibiting or restricting the use of the Airport and its facilities by the person committing such violation. Persons or entities found in violation of these Rules, or any order or directive of the Airport Manager related thereto and duly notified in writing of such violation, may be subject to remedial measures (e.g., warning, eviction, or denial of access to all or portions of the Airport) or enforcement under the Crook County Code and punishable as a civil infraction.

3. COMMERCIAL MINIMUM STANDARDS

3.01. Introduction and Purpose

As an Airport Improvement Program Sponsor, Crook County is required to operate the Airport for the use and benefit of the public and to make it available for all types, kinds, and classes of aeronautical activity. Part of that means the Airport and its facilities must be available to the public under terms that are reasonable and applied without unjust discrimination. For those members of the public seeking to engage in commercial activities at the Airport (“Commercial Operators”), these Commercial Minimum Standards are being implemented and enforced to ensure that a safe, efficient, and adequate level of operation and services is provided to the general public.

As these Commercial Minimum Standards are being implemented with the goal of protecting the level and quality of services offered to the public, the County will strive to apply them objectively and uniformly to all similarly situated. Adherence to these standards will enhance the value of the Airport to the public and, ultimately, benefit the Airport and those subject to these standards. As such, the County thanks all Commercial Operators for their efforts to meet and exceed the following minimum standards.

3.02. Minimum Standards for All Commercial Providers

The following general requirements shall apply to all commercial aeronautical activities at the Airport. Commercial Operators engaging in commercial aeronautical activities at the Airport must comply with the general requirements of this section.

3.02.01. License Required

Written authority from the County is required before any person or entity may offer or perform a commercial aeronautical activity, operation, or service at the Airport. The written authority from the County will typically be provided through a license, permit, FBO lease, or operating agreement (collectively referred to hereafter as a “License” for the purposes of these Minimum Standards). Aeronautical activities of governmental entities shall be regulated under separate rules, laws, or agreements with the County.

3.02.02. Insurance Requirements

Commercial Operators shall be responsible for any and all property damage insurance for their hangar, aircraft, and other property at Airport. Commercial Operators shall protect the public generally, all customers, the County, the City of Prineville, and the Airport, including officers, employees, and agents of each from any and all lawful damages, claims, or liability. Commercial Operators, at their sole cost and expense, shall procure and maintain at all times, in full force and effect during all times in which aeronautical services are provided, a policy or policies of insurance, naming Crook County and the City of Prineville as additional insureds and covering all risks arising directly or indirectly out of the Commercial Operator’s activities at the Airport, including but not limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) hangar

keeper's liability coverage with limits adequate to cover the potential damage. The limits for all such policies shall be the current statutory limit of liability under the Oregon Tort Claims Act or \$1,000,000 per occurrence and \$2,000,000 in the aggregate, whichever is higher. Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County-approved certificate of insurance upon commencement of services and annually thereafter. The certificate of insurance shall contain a requirement that the insurance company notify the County thirty days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, the Commercial Operator shall provide written notice to the County within two calendar days after the Commercial Operator becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused the Commercial Operator's insurance coverage to cease or be modified, it is their responsibility to notify the County.

3.02.03. Assurance of Financial Responsibility

Upon request and at any time, a Commercial Operator shall satisfy the Manager that the Commercial Operator is technically and financially able to perform the services mentioned in their License. The demonstration of financial responsibility may include submission of the latest balance sheet, credit references, and any other proof requested.

3.02.04. Facilities

Commercial Operators shall lease, sublease, or construct sufficient ground space, facilities, and accommodations for the proposed aeronautical activity. A Commercial Operator shall be a full-time, financially sound enterprise, with an adequately staffed and equipped facility, including ample office space. Hours may vary based on conditions such as weather, parts availability, and customers' schedules.

3.02.05. Rates

Rates or charges for any and all activities and services of a Commercial Operator shall be determined by the Commercial Operator, subject to the requirements that all such rates or charges shall be reasonable and equally and fairly applied to all Airport customers.

3.02.06. Operations

All Commercial Operators shall provide consistently high quality, responsive, and professional services that meet or exceed the needs of Airport users. Each Commercial Operator shall employ the quantity of trained, on-duty management and personnel necessary to meet or exceed the needs of Airport users. Each Commercial Operator shall provide the County with names, addresses, and contact information for all personnel responsible for the operation and management of the commercial operation. Additionally, all personnel employed by a Commercial Operator shall meet all federal, state, and local training requirements and hold all relevant certifications required for their duties.

3.02.07. Inspections

For the purpose of protecting the rights and interest of the County or to investigate a Commercial Operator's compliance with their License and the Airport's Rules, the Airport Manager or any authorized agent of the County shall have the right to inspect at all reasonable times all Airport property, including all structures and improvements, aircraft, equipment, and licenses and registrations.

3.02.08. Subordination

Any rights granted through a License to conduct commercial operations at the Airport shall be subordinate to the provisions of any existing or future agreements between the County and the United States Government that relate to the operation or maintenance of the Airport and are required as a condition for the expenditure of federal funds for the development, maintenance, or repair of Airport infrastructure.

3.02.09. Assignment

A Commercial Operator License is not assignable or transferable in any way without the express written consent of the County.

3.02.10. Relationship of the Parties

A Commercial Operator License shall in no way be deemed or construed to create a relationship of principal and agent or to create any partnership, joint venture, or other association between County and a Commercial Operator.

3.02.11. Compliance with All Laws

All Commercial Operators are required to comply with all local, state, and federal laws, ordinances, sponsor assurances, rules, and regulations as they may exist or be enacted in the future.

3.02.12. Non-Exclusive

No rights or privileges granted with a Commercial Operator license shall be construed to be exclusive. At all times the Airport shall be available on reasonable terms to all types, kinds, and classes of aeronautical users and Commercial Operators without unjust discrimination. The County may grant a License to any Commercial Operator for the performance of services as provided in these Minimum Standards, provided that said Commercial Operator adheres to these Minimum Standards and the License.

3.02.13. Non-Discrimination

All Commercial Operators covenant that they will furnish all commercial services on a reasonable basis to all users thereof, charge reasonable prices for each unit or service, and not unjustly

discriminate in any manner thereof. Moreover, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by a Commercial Operator.

3.02.14. Indemnification

All Commercial Operators agree to indemnify, defend, and hold the County and City, their authorized agents, officers, representatives, and employees from and against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal, or in equity and arising directly or indirectly out of acts or omissions of the Commercial Operator, its agents, employees, guests, or business visitors.

3.02.15. Environmental Compliance

All Commercial Operators shall manage and conduct their activities at the Airport (a) in compliance with federal, state, and local environmental law; (b) in a manner designed to protect the environment; (c) in adherence to best management practices applicable to each respective Commercial Operator's activities; and (d) in cooperation with the County's efforts to comply with environmental laws and best environmental management practices.

3.03. *Minimum Standards for Fixed Base Operators*

3.03.01. Primary Aeronautical Services

A Fixed Base Operator (FBO) is an entity engaged in the business of providing multiple services to aircraft. To qualify as an FBO, the entity must provide primary aircraft fueling services, as described in section 3.03.04 below, aircraft line services, pilot services, as well as at least two secondary services. Only FBOs or the Airport Manager are permitted to provide fueling services at the Airport. With the written approval of the County, FBOs may subcontract for secondary services provided such subcontractors meet these Commercial Minimum Standards. Each FBO shall conduct its business and activities from its Leased Premises in a professional manner consistent with the degree of care and skill exercised by experienced FBOs providing comparable market products, services, and activities from similar airports in like markets.

3.03.02. FBO Facilities

All FBOs shall lease or construct sufficient space to serve the public. Such sufficient space must include a public use terminal, customer lobby, office, pilot's lounge, restrooms, and a flight planning/weather briefing area. Moreover, all FBOs shall provide adequate parking for vehicles and aircraft. All FBOs must be open for business seven days per week during appropriate business hours, excluding official holidays and Airport closures, and on-call at all other times.

3.03.03. Staffing and Employee Qualifications

Each FBO shall have a minimum of one employee on duty during all hours of operation. The FBO shall be staffed such that the FBO will meet or exceed the service level requirements of these Minimum Standards for each service offered, with the understanding that some employees may perform multiple responsibilities where feasible. All FBO employees must have the licenses or certifications required by law to perform any service for the public.

3.03.04. Fuel Services

An FBO providing fuel services shall develop and maintain Standard Operating Procedures (SOP) for refueling and ground handling operations, ensuring compliance with applicable fire codes and FAA Advisory Circular 00-34A, *Aircraft Ground Handling and Servicing* and FAA Advisory Circular 150/5230-4, *Aircraft Fuel Storage, Handling, and Dispensing on Airports*, FAR Part 139, and all other applicable laws related to aircraft fuel handling, dispensing, and storage. The SOP shall address bonding and fire protection, public protection, control of access to the fuel storage area, and marking and labeling of tanks and fuel-dispensing equipment. The SOP shall be delivered to the Airport Manager prior to commencing fueling activities. Additionally, the FBO shall obtain all applicable fueling certifications and permits and receive periodic refresher training as appropriate or required.

Each FBO must provide the sale and into-plane delivery of ASTM-rated aviation fuels, lubricants, and other aviation related petroleum products. In addition, the FBO shall provide, store, and dispense either 100LL Avgas or Jet A fuel or both. The FBO must provide a stationary fuel storage system that meets all FAR Part 139, Air Transport Association (ATA) 103 requirements, and all applicable regulations and standards, as well as sufficient and properly located fire extinguishers and safety equipment in accordance with the Uniform Fire Code.

4. DEFINITIONS

Abandonment – Abandoned or unclaimed means an aircraft, vehicle, machinery, or other personal property that has not been utilized, flown, or worked on for an excessive period, whether located, stored, or parked inside a hangar or on a tie-down, and/or has not been maintained in flyable condition.

Aeronautical Activity – Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations, such as air taxi, cargo and charter operations, scheduled or nonscheduled air carrier services, pilot training, aircraft rental, flying clubs, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and service, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, avionics, parachute activities, ultralight activities, etc.

Aeronautical Service – Any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport by a person who has a lease, license, or permit from the County to provide such service.

Air Operations Area (AOA) – That area of the Airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. The AOA includes the active runways, taxiways, taxi lanes, apron, ramp, and turf areas. Part of the AOA may be within restricted and/or secured areas.

Aircraft (also Airplane, Balloon, Ultralight, Helicopter) – Any device or contrivance now known or hereinafter invented, that is used or intended to be used for flight in the air.

Aircraft Maintenance – The repair, adjustment, or inspection of an aircraft by a pilot, owner or mechanic other than the routine cleaning, upkeep, and servicing of an aircraft in preparation for flight. Minor repairs are characterized as normal, routine annual inspection with maintenance, repair, calibration, adjustment or repair of aircraft and their accessories. Major repairs are characterized as major alterations to the airframe, power plant, propeller and accessories as defined in Title 14 CFR Part 43.

Aircraft Operation – An aircraft takeoff, landing, touch and go, stop and go, low approach, and/or missed approach.

Aircraft Ramp – See Apron.

Aircraft Support and Service Vehicles – Those motor vehicles routinely used on the AOA for service, maintenance, and aircraft support such as maintenance trucks, fuel trucks, and aircraft towing vehicles. Privately owned vehicles operated by persons with based aircraft are excluded.

Airplane – See Aircraft.

Airport – All areas of the County facilities designed and used for aviation purposes.

Airport Manager – The Manager of the Crook County Prineville Airport or their designee. The term Airport Manager as used herein, shall include Airport personnel duly designated to represent the Airport Manager and to act on behalf of the Airport Manager for the enforcement of these Rules to ensure the efficient, proper, and safe operation of the Airport, but only to the extent authorized by law or properly delegated by the Airport Manager.

Apron – An area of the Airport designated for aircraft surface maneuvering, parking, fueling, servicing, and enplaning/deplaning of passengers.

Aviation Related Activity – Any activity conducted on Airport property that provides service and support to Airport users. The following examples are considered aviation related activities as opposed to aeronautical activities: ground transportation, rental cars, and auto parking lots.

AVGAS – Any FAA approved aviation fuel for non-diesel reciprocating engine powered aircraft.

AVJET – Any FAA approved aviation fuel for turbine engine or diesel-powered aircraft.

Balloon – See Aircraft.

Based Aircraft – Any aircraft which has a primary storage location identified with a specific airport.

Business Aviation – Use of aircraft in the furtherance of corporate or business interests.

CFR – Code of Federal Regulations.

City – The City of Prineville, Oregon, operator of the Airport, acting by or through the Prineville City Council or any duly authorized employee, agent or instrumentality of the City of Prineville, Oregon.

Commercial Operator – Any person or entity engaged in the transfer of goods, operations, or services performed for compensation, monetarily or otherwise, which is conducted on or based at the Airport, excepting those activities specifically designated herein as noncommercial activities. An activity is considered commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt.

Corporate Aviation – Use of aircraft in the furtherance of corporate or business interests.

County – Crook County, Oregon acting by and through its County Court or designee.

County Code – The Crook County Code, as adopted by the Crook County Court.

DEQ – The Oregon Department of Environmental Quality.

DMV – State of Oregon Department of Motor Vehicles.

Emergency Vehicles – Vehicles that are painted, marked, lighted or escorted and used by law enforcement (police, highway patrol or sheriff) or security officers, fire department, ambulance,

military, or other Airport officials to carry out their daily duties or used in response to an emergency situation.

Engine Run-Up – The operation of an engine at power settings in excess of those needed for normal taxiing of the aircraft. Engine run-ups are usually conducted at relatively high power settings in order to determine the performance of an aircraft engine.

Engine Run-Up Areas – Areas designated by the Airport Manager where high power settings of an aircraft engine are approved.

FAA – Federal Aviation Administration.

Fixed Base Operator (FBO) – A commercial aviation business entity, which maintains facilities on the Airport for the purpose of engaging in the retail sale of, or providing one or more of the following: aviation fuel, oil or lubricants; the sale, brokerage or storage of aircraft; rental of aircraft; flight instruction and training; aircraft charter services; airframe and power plant (engine) repair; avionics sales and service, and/or aircraft line services. Fundamentally, an FBO is also defined as an airport-based aircraft service organization which operates under a lease or use agreement with an airport sponsor or operator for the specific purpose of providing a full variety of aviation services. Typically, a full-service FBO would offer aircraft retail fuel service, transient aircraft services, airframe and power plant repair, charter services, aircraft rental, and pilot training.

Flying Club – A non-commercial organization established to promote flying, develop skills in aeronautics, including pilot training, navigation, and awareness and appreciation of aviation requirements and techniques.

Fuel Flowage Fee – A fee paid to the County for each gallon of fuel distributed at the Airport as outlined in the current County's schedule of fees and service charges.

Fuel Handling – The storage, transportation, delivery, dispensing, fueling, de-fueling, and draining of aviation or motor vehicle fuel or waste aviation or motor vehicle fuel products.

Fuel Storage Area – Those locations on the Airport designated in writing by the Airport Manager as areas in which aviation or motor vehicle fuels or any other type of fuel may be stored and used for the delivery of bulk fuels by a wholesaler or reseller of fuels.

Hangar – An enclosed storage space for one or more aircraft.

Hazardous Material – Any substance or material which has been determined to be capable of posing risk of injury to health, safety or property, including petroleum products, and including all of those materials and substances designated as hazardous or toxic, presently or in the future, by the U.S. Environmental Protection Agency, the Water Quality Control Board, the U.S. Department of Labor, the U.S. Department of Transportation, the U.S. Department of Agriculture, the U.S. Consumer Product Safety Commission, the U.S. Department of Health, Education and Welfare, the U.S. Food and Drug Administration, DEQ, and any other governmental agency authorized to

regulate materials and substances in the environment. Without limiting the foregoing, the term “Hazardous Materials” shall include all of those materials and substances defined as “Toxic Materials” by the DEQ.

Landside – All buildings and surfaces on the Airport used by surface vehicular and pedestrian traffic that are located outside of the Airport security area.

Lease – An agreement granting occupation or use of property during a certain period in exchange for a specified rent.

Leased Premises – The area in which a lessee will have a property interest. Typically, the Leased Premises is the footprint of a present or planned hangar, but will also include any portion of the Airport in which a lessee wishes to have exclusive use and control. A survey is required to establish the precise dimensions of the Leased Premises.

Lessee – Any person, firm, general or limited partnership, corporation, company, organization, trust, or association leasing or using any land or facility at the Airport under a written agreement with the County.

License – The legal agreement between the County and a Commercial Operator that authorizes the Commercial Operator to conduct business on the Airport and identifies the parameters, conditions, rates, and charges due to the Airport for that right.

MOGAS – Any approved grade of fuel for an aircraft with a reciprocating engine and having an appropriate Supplemental Type Certificate (STC) authorized by the FAA.

Noncommercial Operator – Any person or entity engaged in an activity which does not involve the providing of goods or services for compensation, monetarily or otherwise. This includes the lawful use and maintenance of aircraft by its registered owner(s) or employees and the following activities specifically designated as noncommercial:

- Use of privately owned aircraft for noncommercial transportation.
- Use of corporately owned aircraft for noncommercial transportation.
- The use of aircraft from a noncommercial flying club by its registered owner/members.
- Flight instruction provided to a noncommercial flying club owner/member by another owner/member provided that the instructor shall not receive remuneration in any manner for such service.
- Maintenance performed on an aircraft owned by a noncommercial flying club by an owner/member of that flying club, provided that the mechanic shall not receive remuneration in any manner for such service.

NTSB – National Transportation Safety Board.

Park/Parking – The standing of an aircraft or vehicle, whether occupied or not.

Person – Also referred to as responsible party, shall mean an individual, firm, general or limited partnership, corporation, company, trust, limited liability corporation, association, or any trustee, receiver, assignee or similar representative thereof leasing, subleasing, making application for, or using any land or facility at the Airport.

Ramp – See Apron.

Restricted Area – Those portions of the Airport closed to access by the general public.

Self-Fueling – Fueling of an aircraft on Airport property, performed by the aircraft owner or operator in accordance with the Airport's standards or requirements and using fuel obtained by the aircraft owner from the source of their preference.

Sublease – A lease of a property by a tenant to a subtenant.

TSA – Transportation Security Administration.

Taxi Lane – The portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking and storage areas.

Taxiway – An area of the Airport developed and improved for the purpose of maneuvering aircraft and used for access between runways, ramps, aprons, and aircraft parking positions.

Tenant – See Lessee.

Terminal – The primary facility or facilities at an airport through which pilots and passengers transition between aircraft and local transportation modes.

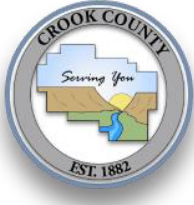
Transient Aircraft – Any aircraft not permanently based at the Airport.

Tie-Down (or Open Tie-Down) – An open-air aircraft storage space.

Vehicle – All motorized and non-motorized conveyances, except aircraft.

Ultralight – A lightweight aircraft subject to minimal regulation by 14 CFR Part 103. The FAA defines an ultralight primarily by defining limits on weight, top speed, and fuel capacity. The spirit of the definition requires that an ultralight be a low speed, short range, and lightweight aircraft.

AGENDA ITEM REQUEST



Date:

October 17, 2023

Meeting date desired:

October 25, 2023

Subject:

CDD Monthly Update

Background and policy implications:

Update on Department services, including permit and application activity.

Budget/fiscal impacts:

N/A

Requested by:

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

Presenters:

Will Van Vactor

Randy Davis

Legal review (only if requested):

n/A

Elected official sponsor (if applicable):

Community Development Department

Mailing: 300 NE Third St. RM 12, Prineville, OR 97754 ☐ Phone: 541-447-3211



MEMO

TO: Crook County Court

FROM: Will Van Vactor, Director
Randy Davis, Building Official

DATE: October 18, 2023

SUBJECT: Community Development Activity Update

Below is a summary of building, planning and onsite activity for the last month.

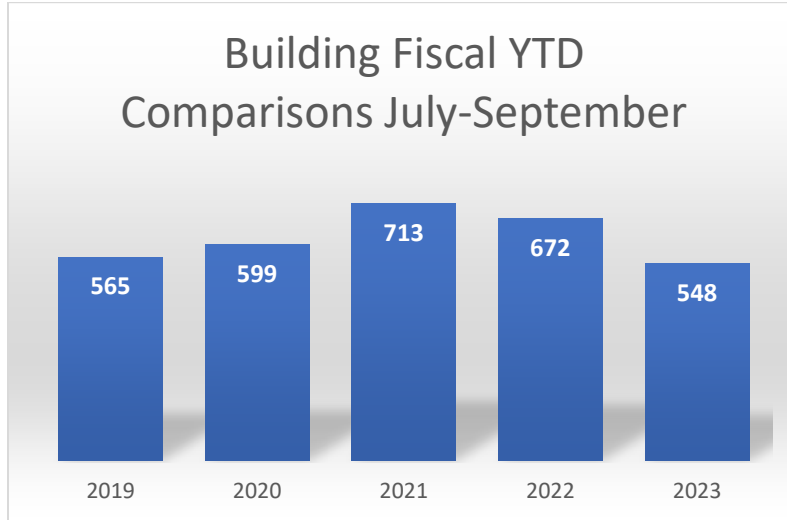
Building:

Permits issued summary (September):

Permit Type	Number of Permits
New Residential Dwellings (Site Built or Manufactured)	22
Commercial (plumbing, electrical, structural, etc.)	37
Residential Permits (plumbing, electrical, mechanical etc.)	108
Residential Structural (shops, etc.)	22
Other (e.g. demo)	3
TOTAL	192

Comparisons:

Time Frame	Permits
September 2023	192
September 2022	213
YTD 2023	1603
YTD Comparison 2022	2014
Fiscal YTD 2023-2024	548
Fiscal YTD Comparison 2022-2023	672



Active Permits:

Permit Type	Amount Still Active as of end of September
Dwellings (Site Built or Manufactured)	232
Other Residential Permits	819
Commercial Permits	276

Daily Inspections:

Inspection Type	Amount this month
Residential	891
Commercial	171
All	1062

Larger Projects Under Construction:

Justice Center
CCO5&6 Data Center
Apple Data Center
Hangars at Airport
Museum
Grizzly Pavilion at Fairgrounds
OID Project
Area H & I of Prineville Campus
Sherptek (Prineville Campus)
High Desert Christian Academy (old hospital)
Advantage Dental Remodel
C.O.P. Prineville Campus "H" Occupancy

CCSD Remodel for Daycare
14 unit RV Park
Autozone
R-2 Construction – 22,840 sq ft Industrial Building with Office Space
Abby’s Pizza
9600 sq. ft. Commercial Structure – Construction company shop/warehouse on Cessna Dr.

Larger Projects Under Review or Incoming:

Addition - Tightwads
PRN1 Retrofit

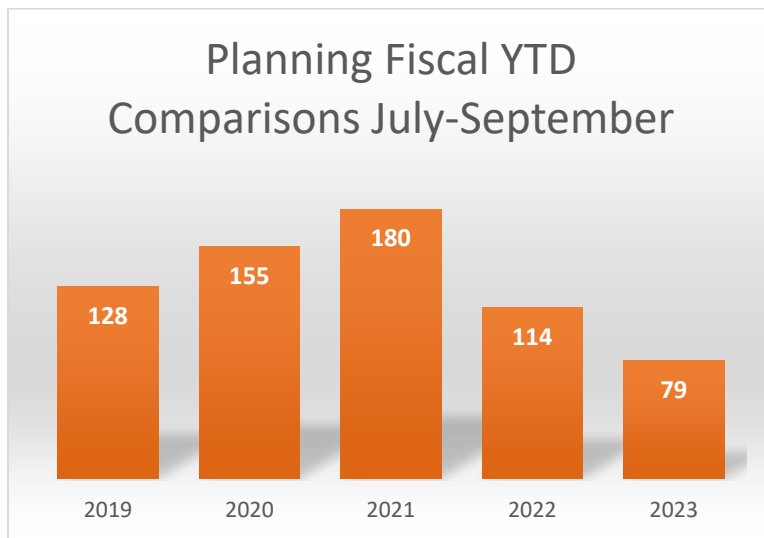
Planning:

Applications received (September):

Application Type	# of Applications (September 2023)	YTD
Appeals	0	0
Variance	2	4
Site Plan Review	18	195
Land Partition	1	4
Combine/Un-Combine Lots	0	0
Road Approach	2	22
Boundary Line Adjustment	0	7
Destination Resort	0	1
Conditional Use	0	7
Miscellaneous (Temporary Hardship Two-year renewals)	1	39
Sign	1	2
Extension	1	6
Subdivision	0	1
Amendment	0	3
Road Name/Rename	1	2
Vested Right	1	1
TOTAL	28	294

Comparisons:

Time Frame	Permits
September 2023	28
September 2022	34
YTD 2023	294
YTD Comparison 2022	368
Fiscal YTD	79
Fiscal YTD Comparison 2022	114



Notable Land Use Applications:

Request	Status
Grandridge II (15 lots)	Continued hearing scheduled 10/24/23
Huston Agri-Tourism	Hearing scheduled for 11/8/23
RMG Modification	Hearing scheduled 10/24/23

Notable City Land Use Applications:

Request	Status

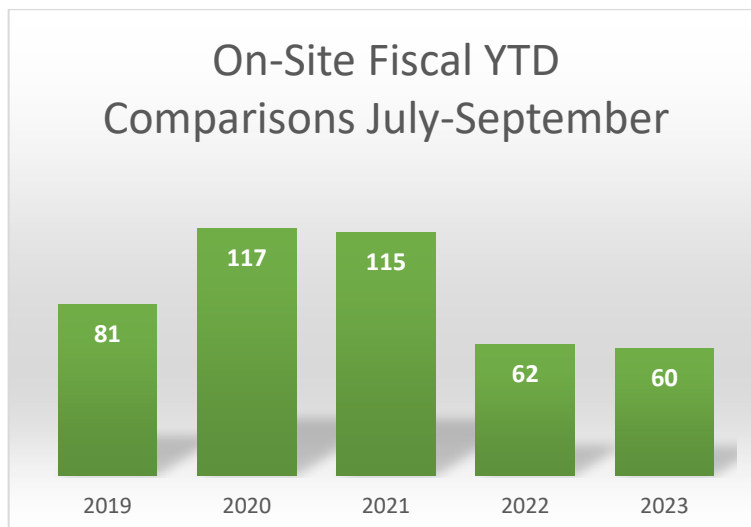
On-Site:

Applications (September):

Application Type	Number of Applications
Residential Authorization	2
Commercial Authorization	0
Construction Permit (Residential)	2
Construction Permit (Commercial)	0
Repair (Major) - Residential	0
Repair (Minor) - Residential	1
Repair (Major) - Commercial	0
Repair (Minor) - Commercial	0
Residential Site Evaluation	2
Commercial Site Evaluation	0
Alteration (Minor) – Residential	1
Alteration (Major) – Residential	1
Alteration (Minor) - Commercial	0
TOTAL	9

Comparisons:

Time Frame	Permits
September 2023	9
September 2022	21
YTD 2023	163
YTD Comparison 2022	232
Fiscal YTD	60
Fiscal YTD Comparison 2022	62



Code Compliance:

Case Load:

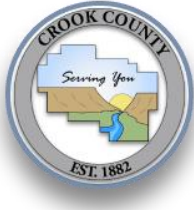
Year	Building	Land Use	Waste	Septic
YTD 2023	36	42	19	6

Activity:

Case Opened in September: 3

Case Closed in September: 2

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):

/



DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: July 1, 2023

TO: 2023-2025 Child Abuse Multidisciplinary Intervention Grant Recipients

FROM: Robin Reimer, CAMI Fund Coordinator

Attached is your agency's 2023-2025 CAMI Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement.

Once the Grant Agreement is signed, please upload a copy of the signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants. Once the documents are uploaded, you will need to **change the application status in CVSSD E-Grants to "Agreement Accepted."**

Once the signed Grant Agreement has been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact Robin Reimer at 503-507-4990.



DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

**2023-2025 STATE CHILD ABUSE MULTIDISCIPLINARY
INTERVENTION (CAMI)
GRANT AWARD COVER SHEET**

<p>1. Applicant Agency's Name and Address:</p> <p>Crook County, acting by and through its District Attorney's Office 300 NE 3rd St. Prineville, OR 97754</p> <p>Contact Name: Shelly Phillips Telephone: (541) 447-4158 E-mail: shelly.phillips@co.crook.or.us</p>	<p>2. Special Conditions: This grant project is approved subject to such conditions or limitations as set forth in the attached Grant Agreement.</p>
<p>4. Award Number: CAMI-MDT-2023-CrookCo.DAVAP-00003</p>	<p>3. Statutory Authority for Grant:</p> <p>ORS 418.746</p>
<p>6. Subrecipient UEI Number:</p> <p>93-6002290</p>	<p>5. Award Date: July 1, 2023</p> <p>7. Type of Recipient: DAVAP</p>
<p>8. Project Period:</p> <p>July 1, 2023 through June 30, 2025</p>	<p>9. Grant:</p> <p>Allocation Amount (Grant): \$105,352.00 Carryover in Addition Amount: \$ 9,033.02 Carryover in Offset Amount: \$31,328.01 Budget (Allocation + Carryover in Addition): \$114,385.02</p>
<p>10. Semi-Annual Progress Report Due Dates:</p> <p>January 31, 2024 July 20, 2024 January 31, 2025 July 20, 2025 (final)</p>	<p>11. Financial Reports Due Dates:</p> <p>October 31, 2023 January 31, 2024 April 30, 2024 July 20, 2024 October 31, 2024 January 31, 2025 April 30, 2025 July 20, 2025 (final)</p>
<p>This award is contingent upon the Subrecipient agreeing to the terms of award for the grant entitled "State Child Abuse Multidisciplinary Intervention (CAMI) Grant Request for Applications for Awards". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.</p>	

**OREGON DEPARTMENT OF JUSTICE
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION ACCOUNT
INTERGOVERNMENTAL GRANT AGREEMENT
CAMI-MDT-2023-CrookCo.DAVAP-00003**

BETWEEN: State of Oregon, acting by and through (DOJ CVSSD)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096

AND: Crook County, acting by and through its District Attorney's Office (Subrecipient)
300 NE 3rd St.
Prineville, OR 97754

PROJECT START DATE: July 1, 2023

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award. Pursuant to ORS 418.746¹, DOJ CVSSD is authorized to enter into a grant agreement and to make an award, from funds received under the Child Abuse Multidisciplinary Intervention (CAMI) Account, to Subrecipient for the purposes set forth herein.

Section 1.02. Agreement Parties. This Agreement, hereafter referred to as “Agreement”, is between DOJ CVSSD and the forenamed Subrecipient.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of July 1, 2023.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement: this Agreement (except Exhibits and documents incorporated herein), Exhibit A, and

- (a) The most current version of the CAMI Grant Management Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/>
- (b) 2023-2025 CAMI MDT Grant Request for Applications Application Instructions and any Amendments.
- (c) Subrecipient’s CAMI MDT 2023-2025 Application.

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

Section 1.05. Source of Funds. Payment for the Project will be from the Child Abuse Multidisciplinary Intervention Account and monies allocated from the Oregon General Fund.

TERMS AND CONDITIONS

**SECTION 2
GRANT AWARD**

¹ 2019 Oregon Laws Ch. 141 (H.B. 2464 (2019 Regular Session)), amends ORS 418.746 and the related CAMI statutes. The amendments are operative January 1, 2020.

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, DOJ CVSSD shall provide Subrecipient with the maximum not-to-exceed amount of **\$105,352.00** (the “Grant”) from the CAMI Fund to financially support and assist Subrecipient’s implementation of the Subrecipient’s CAMI Application incorporated herein by this reference and referred to as the “Project” provided however that DOJ CVSSD shall deduct from the amount of said Grant the amount of unexpended funds that exceeds ten percent (10%) of Subrecipient’s 2021-23 grant allocation unless DOJ CVSSD gave Subrecipient specific approval to retain more than ten percent (10%) of the unexpended funds.

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Subrecipient shall implement the CAMI activities as described in the Project.

Section 2.03. Disbursement of Grant Funds. Subject to Sections 2.04, 2.05, and 2.06, DOJ CVSSD shall disburse the Grant funds to Subrecipient in eight equal payments.

(a) Additionally, Subrecipient may retain and expend in accordance with this Agreement, up to **\$9,033.02** of funds previously provided to Subrecipient in prior grant periods, which funds remained unexpended by Subrecipient on the date of this Agreement.

Section 2.04. Conditions Precedent to Each Disbursement. Prior to each disbursement, all of the following conditions must be satisfied:

- (a) DOJ CVSSD has received sufficient state funds under CAMI to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) DOJ CVSSD has received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Subrecipient certifies it has obtained the required insurance coverage for the duration of this Agreement and acknowledges Subcontractor Insurance Requirements contained in Section 7.07 of this agreement;
- (d) If Subrecipient expends \$750,000 or more in federal funds from all sources Subrecipient has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (e) Subrecipient is current in all reporting requirements of all active or prior grants administered by DOJ CVSSD;
- (f) No default as described in Section 6.04 has occurred; and
- (g) Subrecipient’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Subrecipient fails to satisfy any of the following conditions, DOJ CVSSD may withhold disbursement:

Reserved

Section 2.06. Grant Availability Termination. The availability of Grant funds under this Agreement and DOJ CVSSD’s obligation to disburse Grant funds pursuant to Section 2.03 shall end on **June 30, 2025** (the “Availability Termination Date”). DOJ CVSSD will not disburse any Grant funds after the June 30, 2025, Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when DOJ CVSSD accepts Subrecipient’s completed reports, as described in Section 5.05, or on **June 30, 2025**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice DOJ CVSSD’s right to enforce this Agreement with respect to any default by Subrecipient that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Subrecipient's use of the Grant funds is limited to those expenditures necessary to implement the Project. All Grant funds must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in OAR 137-082-021(10) and the most recent versions of the CAMI Guidance. If applicable, Subrecipient's expenditure of Grant funds must be in accordance with the CAMI Project Budget set forth in the Subrecipient's Application.

Section 3.02. Ineligible Uses of Grant Funds. Notwithstanding Section 3.01, Subrecipient shall not use the Grant funds (i) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement (ii) to replace funds previously allocated for child abuse intervention, or (iii) any other purpose not authorized by this Agreement. A detailed list of unallowable costs can be found in the most recent version of the CAMI Guidance.

Section 3.03. Unexpended Grant Funds. If any state Grant funds disbursed to Subrecipient, or any interest earned by Subrecipient on state Grant funds, is not expended by Subrecipient in accordance with this Agreement by the CAMI Availability Termination Date or the date this Agreement is terminated, then at DOJ CVSSD's discretion and with DOJ CVSSD's prior approval: (i) Subrecipient may request an Amendment to this Agreement to extend the Availability Termination Date or (ii) the unexpended state Grant funds shall be recovered from future payments of state Grant funds to Subrecipient from DOJ CVSSD. Subrecipient may, at its option, satisfy its obligation to return unexpended state Grant funds under this Section 3.03 by paying to DOJ CVSSD the amount of unexpended state Grant funds.

SECTION 4 SUBRECIPIENT'S REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to DOJ CVSSD that:

Section 4.01. Existence and Power. Subrecipient is a political subdivision of the State of Oregon organized and validly existing under the laws of the state of Oregon. Subrecipient has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement, and (iii) receive financing, including the Grant Funds, for the Project.

Section 4.02. Authority, No Contravention. The making and performance by Subrecipient of this Agreement (a) has been duly authorized by all necessary action of Subrecipient, (b) does not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Subrecipient's articles of incorporation or bylaws, or any provision of Subrecipient's charter or other organizational document and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly executed by Subrecipient and when executed by DOJ CVSSD, constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.

Section 4.04. Approvals. If applicable and necessary, the execution and delivery of this Agreement by Subrecipient has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

Section 4.05. There is no proceeding pending or threatened against Subrecipient before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Subrecipient to carry out the Project.

SECTION 5 SUBRECIPIENT'S AGREEMENTS

Section 5.01. Project Commencement. Subrecipient shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Subrecipient must submit a letter to DOJ CVSSD describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Subrecipient must submit a second letter explaining the additional delay in implementation. DOJ CVSSD may, after reviewing the circumstances, consider the Subrecipient in default in accordance with Section 6.04 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Subrecipient shall complete the Project no later than the appropriate Availability Termination Date described in Section 2.06; however, if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Subrecipient shall not be required to complete the Project.

Section 5.03. Civil Rights and Victim Services.

- (a) Subrecipient shall comply with the following Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") policies for addressing discrimination complaints:
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division and the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients* available under Policies on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.
- (b) Subrecipient shall complete and certify completion of civil rights training as described under Training on DOJ CVSSD's Civil Rights Requirements web page available at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>. Subrecipient shall conduct periodic training for Subrecipient employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (c) Subrecipient shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Subrecipient is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by DOJ CVSSD and available under Notification Regarding Program Availability on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

Section 5.04. Training Requirements. Subrecipient shall attend all appropriate DOJ CVSSD-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from DOJ CVSSD.

Section 5.05. Reporting Requirements.

- (a) Subrecipient shall submit the following reports:
 - (i) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30.

- (ii) Semi-Annual Progress Reports. Subrecipient shall prepare and submit to DOJ CVSSD semi-annual progress reports on Subrecipient's child abuse intervention services activities no later than 30 days after the calendar quarter ending December 31 and no later than July 20 for the calendar quarter ending June 30.

Section 5.06. Procurement Standards. Subrecipient shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement procedures and regulations conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

Section 5.07. Nondisclosure of Confidential or Private Information. Subrecipient shall protect the confidentiality and privacy of persons receiving services.

- (a) The term "personally identifying information", "individual information", or "personal information" means individually identifying information for or about an individual victim including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- (b) Subrecipient may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (c) Subrecipient shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
 - (i) Information requested for a Federal, State, tribal, or territorial grant program; and
 - (ii) Disclosure from the Subrecipient's organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
 - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs may be released only if:
 - (i) The victim signs a release as provided below;
 - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
 - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
 - (i) Releases must be informed, written, and limited to a reasonable duration. The reasonableness of duration is dependent on the situation. Subrecipient may not use a blanket release and must specify the scope and limited circumstances of any disclosure. Subrecipient must discuss with the victim, and the written release must explain, why the information might be shared, who would have access to the information, and what information could

be shared under the release.

- (ii) Subrecipient may not require consent to release of information as a condition of service.
- (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person who has a court-appointed guardian. Except as provided in paragraph (e)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian. A legally-appointed guardian must sign for an incapacitated person. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the subrecipient or subgrantee should attempt to notify the minor as appropriate.
- (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Subrecipient shall make reasonable attempts to provide notice to victims affected by the disclosure of information. Subrecipient shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality reviews. Subrecipient may share the personally identifying information or individual information of deceased victims that is requested for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
 - (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
 - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
 - (iii) The information released is limited to that which is necessary for the purposes of the fatality review.
- (h) Breach of Personally Identifying Information. Subrecipient is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Subrecipient (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- (i) Subrecipient shall notify DOJ CVSSD promptly after receiving a request from the media for information regarding a recipient of services funded with Grant funds.

Section 5.08. Criminal History Verification. Subrecipient shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) Requiring all applicants for employment or volunteer service to apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Subrecipient; or
- (b) Contacting a local Oregon State Police office for an "Oregon only" criminal history check on the

applicant/employee/volunteer; or

- (c) Using another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Subrecipient shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees, or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Subrecipient shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether, based upon the conviction, the person poses a risk to working safely with victims of crime. If Subrecipient intends to hire or retain the employee, potential employee, or volunteer, Subrecipient shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant, employee, or volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Subrecipient will place this explanation, along with the applicant, employee, or volunteer's criminal history check, in the retained employee or volunteer's personnel file for permanent retention.

Section 5.09. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Subrecipient must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Subrecipient's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees DOJ CVSSD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. It is the responsibility of the Subrecipient to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.
- (b) Access to Records. DOJ CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subrecipient and any contractors or subcontractors of Subrecipient, which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year, Subrecipient is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection 5.10(b) above.
- (d) Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in federal funds in its fiscal year, but contracted with a certified

public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.10. Compliance with Laws. Subrecipient shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant funds and the activities financed with the Grant funds. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228(c)(1)** (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
 - (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
 - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Subrecipient to have a Unique Entity Identifier (UEI) number.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (“USDOJ”) has issued guidance for subrecipients to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- (f) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing

field for the participation of faith-based organizations as well as other community organizations.

- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at [Civil Rights Office | Home | Office of Justice Programs \(ojp.gov\)](#).
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Subrecipient shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531. Complaints with the Office for Civil Rights can be filed through their website at [Civil Rights Office | Filing a Civil Rights Complaint | Office of Justice Programs \(ojp.gov\)](#) or by sending the complaint verification form and Identity Release Statement to the address listed in the preceding sentence.

Section 5.11. Assurances. The Subrecipient assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of child abuse;
- (b) Obtain prior approval from DOJ CVSSD for:
 - 1. Movement of funds
 - i. For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
 - ii. For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
 - 2. Adding a budget category or line item that did not exist in the original budget; OR
 - 3. Deleting an existing category.
- (c) Comply with the terms of the most recent version of the CAMI Guidance.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, DOJ CVSSD may terminate this Agreement effective immediately upon written notice to Subrecipient, or effective on such later date as may be established by DOJ CVSSD in such notice, under any of the following circumstances: (a) DOJ CVSSD fails to receive sufficient appropriations or other expenditure authorization to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) DOJ CVSSD fails to receive sufficient federal or state funds to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) Subrecipient is in Default under Section 6.04.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to DOJ CVSSD, Subrecipient shall immediately cease all activities under this Agreement unless, in a notice issued by DOJ CVSSD, DOJ CVSSD expressly directs otherwise.

Section 6.04. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Subrecipient herein or in any documents or reports relied upon by DOJ CVSSD to measure progress on the Project, the expenditure of Grant funds or the performance by Subrecipient is untrue in any material respect when made; or
- (c) Subrecipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Subrecipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.05. Remedies.

- (a) DOJ CVSSD Remedies Upon Default. In the event Subrecipient is in default under Section 6.04, DOJ CVSSD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 6.02, (ii) reducing or withholding payment for Project activities or materials that are deficient or Subrecipient has failed to complete by any scheduled deadlines, (iii) requiring Subrecipient to complete, at Subrecipient's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under this section or setoff, or both, or (vi) declaring Subrecipient ineligible for the receipt of future awards from DOJ CVSSD. These remedies are cumulative to the extent the remedies are not inconsistent, and DOJ CVSSD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. Subrecipient may, at its option, satisfy its obligation to return such costs under this Section by paying to DOJ CVSSD the amount of the costs or permitting DOJ CVSSD to recover the amount of the funds from future payments to Subrecipient from DOJ CVSSD. If Subrecipient fails to return the amount of the costs within fifteen (15) days after written demand from DOJ CVSSD, and DOJ CVSSD has not terminated this Agreement, Subrecipient shall be deemed to have elected the deduction option and DOJ CVSSD may deduct the amount demanded from any future payment from DOJ CVSSD to Subrecipient, including but not limited to: (i) any payment to Subrecipient from DOJ CVSSD under this Agreement, (ii) any payment to Subrecipient from DOJ CVSSD under any other contract or agreement, present or future, between DOJ CVSSD and Subrecipient, and (iii) any payment to Subrecipient from the State of Oregon under any other contract, present or future, unless prohibited by state or federal law. DOJ CVSSD shall notify Subrecipient in writing of its intent to recover funds and identify the program from which the deduction will be made. Subrecipient shall have the right to, not later than fourteen (14) calendar days from the date of DOJ CVSSD's notice, request the deduction be made from a future payment(s) identified by Subrecipient. To the extent that DOJ CVSSD's recovery of funds from the future payment(s) suggested by Subrecipient is feasible, DOJ CVSSD shall comply with Subrecipient's request. In no case without the prior consent of Subrecipient, shall the amount of recovery deducted from any one obligation owing to Subrecipient exceed twenty-five percent (25%) of the amount from which the deduction was taken. DOJ CVSSD may seek recovery from as many future payments as necessary to fully recover the amount of funds. DOJ CVSSD's right to recover

funds from Subrecipient under this subsection is not subject to or conditioned on Subrecipient recovery of Grant funds from any subcontractor or sub-recipient.

- (b) Subrecipient Remedies. In the event DOJ CVSSD is in default under Section 6.04 and whether or not Subrecipient elects to terminate this Agreement, Subrecipient's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of authorized expenses incurred for Project activities completed and accepted by DOJ CVSSD, less any claims DOJ CVSSD has against Subrecipient. In no event will DOJ CVSSD be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of DOJ CVSSD to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DOJ CVSSD or any other agency or department of the State of Oregon, or both, and Subrecipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. **SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.**

In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail (with confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the intended email address), or mailing the same, postage prepaid to Subrecipient or DOJ CVSSD at the address or number set forth in this Agreement. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the postmark date. Any communication or notice delivered by e-mail shall be deemed received and effective on the date sent if sent during normal business hours of the receiving party and on the next business day if sent after normal business hours of the receiving party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee. This Section shall survive expiration or termination of this Agreement.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing as specified in Section 7.03 of this Agreement. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Subrecipient shall follow the same regulations, policies and procedures it uses for procurements for the utilization of any other state or federal funds, provided that Subrecipient's procurements conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.
- (b) Subrecipient shall not enter into any Contracts, as defined in 2 CFR 200.1, required by this Agreement without DOJ CVSSD's prior written consent. Subrecipient shall comply with procurement standards as defined in Section 996 when selecting any subcontractor. Subrecipient shall require any subcontractor to comply in writing with the terms

of an Independent Contractor Agreement as described in the [Minimally Recommended Elements for an Independent Contractor Agreement](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf) found at https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf. DOJ CVSSD's consent to any Contract shall not relieve Subrecipient of any of its duties or obligations under this Agreement.

- (c) This Agreement shall be binding upon and inure to the benefit of DOJ CVSSD, Subrecipient, and their respective successors and assigns, except that Subrecipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DOJ CVSSD. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by DOJ CVSSD.

Section 7.06. Entire Agreement. This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Insurance.

Subrecipient shall obtain at Subrecipient's expense the insurance specified in this Section prior to performing under this Grant Agreement. Subrecipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Subrecipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DOJ CVSSD. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Subrecipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Subrecipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, DOJ CVSSD requires and shall be entitled to the broader coverage and/or higher limits maintained by Subrecipient.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

All employers, including Subrecipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subrecipient shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Subrecipient is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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

COMMERCIAL GENERAL LIABILITY:

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

AUTOMOBILE LIABILITY INSURANCE.

Subrecipient shall provide Automobile Liability Insurance covering Subrecipient’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$___1,000,000_____ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Subrecipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subrecipient and Subrecipient’s subcontractors, agents, officers or employees in an amount not less than \$_1,000,000_____ per claim and not less than \$_1,000,000_____ annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

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

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

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Subrecipient’s activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, DOJ CVSSD requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Subrecipient’s activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Subrecipient’s ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Subrecipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Subrecipient ’s completion and DOJ CVSSD’s acceptance of all Services required under the Grant Agreement, or

- (i) DOJ CVSSD or Subrecipient termination of this Grant Agreement, or
- (ii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Subrecipient agrees to periodic review of insurance requirements by DOJ CVSSD under this Grant Agreement and to provide updated requirements as mutually agreed upon by Subrecipient and DOJ CVSSD.

STATE ACCEPTANCE:

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

SUBCONTRACTOR INSURANCE REQUIREMENTS

Subrecipient shall require each of its first tier contractors that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Section 7.07 above, before the contractor performs under the contract between Subrecipient and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to DOJ CVSSD. Subrecipient shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a contractor to work under a Subcontract when the Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. Indemnity. Subrecipient shall defend, save, hold harmless, and indemnify the State of Oregon and DOJ CVSSD and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Subrecipient or its officers, employees, contractors, or agents under this Agreement.

Subrecipient shall take all reasonable steps to cause each of its contractors that is not a unit of local government as defined in ORS 190.003, if any, to agree in a written contract with Subrecipient to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("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) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intent of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful

acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Section 7.09. False Claims Act. Subrecipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Subrecipient that pertains to this Agreement or to the Project. Subrecipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subrecipient further acknowledges in addition to the remedies under Section 6.05, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subrecipient.

Section 7.10. Time is of the Essence. Subrecipient agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.11. Survival. The following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Funds; Section 5.10, Maintenance, Retention and Access to Records; Audits; and Section 7 MISCELLANEOUS. Otherwise, all rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

Section 7.12. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.13. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.14. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.15. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

Section 7.16. No Third Party Beneficiaries. DOJ CVSSD and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

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



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: _____

AUTHORIZED AGENT FOR SUBRECIPIENT

By: _____

Name: _____

Title: _____

Date: _____

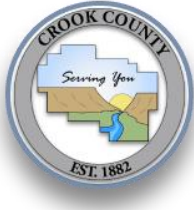
APPROVED FOR LEGAL SUFFICIENCY

By: _____

Title: _____

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):

/

October 16,2023

Honorable Seth Crawford
Crook County Judge

Honorable Brian Barney
Crook County Commissioner

Gentleman:

In regard to reserved funds from 2020, we would like to propose a new project to be funded through Title III, County Projects, Section 302 (1) "To carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.

The Crooked River Cooperative Weed Management Area (CWMA) and Crook County Weed Control have, jointly, initiated a fire prevention/noxious vegetation control program in 2013 funded by Title III. This program provides for the education of property owners as to the potential detriment associated with noxious vegetation, the control of noxious vegetation, and to promote the establishment of native, less combustible grasses and forbs on private lands adjacent to Federal lands. Of mutual benefit to Crook County and the Bureau of Land Management is the destruction of noxious vegetation which improves the quality of private lands and protects Forest lands in fire-sensitive areas.

This project has been designed in two phases to cut down on the time spent on treatments annually. Each project area is over 250 acres of riparian vegetation and pastureland. What CCWC and the CWMA propose to do with this project is to eliminate combustible fuels and noxious vegetation simultaneously on infestations emanating from McKay Creek outward 200'. These areas are heavily infested with spotted knapweed which is clearly visible in spring. Eliminating combustible fuels in these areas would greatly promote a safer existence for the occupants of those areas and restore those lands to an improved state of quality that the landowners have requested, but not enjoyed for many years. The removal of combustible, noxious vegetation will go far to foster a good working relationship between the landowners and Crook County and protect adjacent Federal lands from the threat of fire. This project also gives our agencies a more comprehensive control of noxious vegetation county wide and the latitude to control infestations which are rapidly expanding.

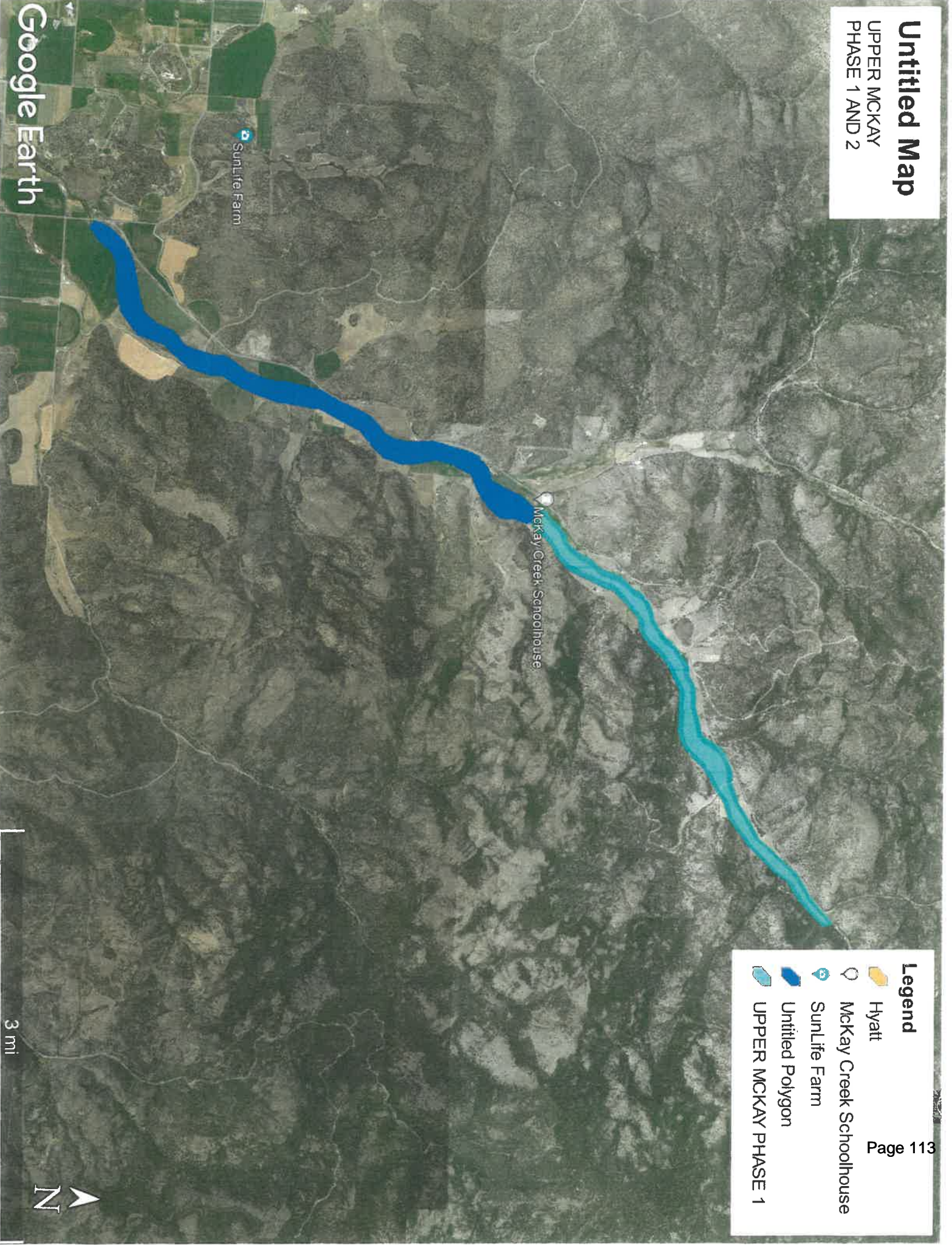
The collaborators of this project wish to conduct this project in two-year phases over a four-year period.

To fund this project for four years we wish to request the sum of \$30,000.00/year for a total of \$120,000.00. Crook County Weed Control and the Crooked River Weed Management Area would each expend a total of \$15,000.00 per year.

Sincerely,
Kev Alexanian Crook County Weedmaster
Debbie Wood CWMA Director

Untitled Map

UPPER MCKAY
PHASE 1 AND 2








Google Earth

SunLife Farm

McKay Creek Schoolhouse

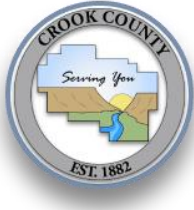
Legend

-  Hyatt
-  McKay Creek Schoolhouse
-  SunLife Farm
-  Untitled Polygon
-  UPPER MCKAY PHASE 1

3 mi



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):

/

Non-Standard Work Scheduling Pilot Program:

The County has received and considered feedback regarding non-standard work hours and scheduling. In response to that feedback, we are introducing a work schedule program developed to explore the changing needs of the County and its employees, improve our ability to compete for top candidates in a challenging recruiting environment, and assist in retaining employees. The County will assess the effectiveness of utilizing non-standard work scheduling and may make adjustments, make the program permanent, or elect to discontinue the program in part or whole. Employees must acknowledge that this program is not a guaranteed permanent change, nor will every job qualify.

Each employee seeking a non-traditional work structure must submit an application to be reviewed and approved by the department head, Human Resources Director, and the County Administrator; any approved non-standard work schedule may be terminated at any time by the County with or without cause and with or without notice, including the entire program for all employees. Individuals participating in this program may be subject to additional requirements, such as a demonstration of work product, etc.

Please note that the County realizes different departments have different needs regarding how, when, and where work is carried out. It is essential to remember that not all positions will qualify for non-standard work scheduling depending upon how, when, and where that particular work is performed. To re-emphasize, this pilot program will only impact some positions in the County; many will remain in their current schedule. The reality is that some jobs and the work involved cannot be performed in ways other than how they are currently scheduled.

Additionally, the program does not alter or negate the current County policy that public-facing departments must be open and adequately staffed to serve the public from 8:00 a.m. to 5:00 p.m. Monday through Friday, including the lunch hour. The department head will ensure that their department is adequately staffed to abide by these hours unless written approval from the County Administrator has been provided for an exception.

The five County work structures are as follows:

- On-Site
- Flexible
- Compressed
- Remote
- Hybrid

Examples of each schedule type are provided below:

On-Site: Jobs that fall into the On-Site classification must be performed in person at a formally designated site or sites due to the nature of the work being completed. For example, a building inspector must inspect buildings on the building site, and it cannot be performed in a different location, such as the office or home office. Additionally, an equipment operator cannot work

from a place other than the site where their project is located. The above examples do not comprise an all-inclusive list of on-site positions.

Flexible: A Flexible classification allows the department head to assign work to an employee outside of the standard schedule, i.e., rather than working 8:00 a.m. to 5:00 p.m., an employee may work 6:00 a.m. to 2:00 p.m. or 12:00 p.m. to 9 p.m. or other such arrangements. The department head must still meet the department staffing requirements to maintain customer service to residents when considering a flexible schedule.

Compressed: A Compressed classification allows an employee to stack their hours into fewer days, i.e., working four 10-hour shifts rather than the standard five 8-hour shifts. If a department has more than one employee who works four 10-hour shifts, the department head may schedule the workdays on a rotating basis, i.e., a Monday through Thursday or Tuesday through Friday schedule, or some other variation of days to maintain customer service requirements.

** All employees must abide by the required meal and rest break laws. An employee may not skip these breaks to shorten their day.*

Remote: A remote classification allows an employee to be supervised and perform all of their work duties effectively from a location other than the office; this is most commonly achieved through a home office. If a remote classification is approved, the employee must demonstrate a formally designated work area free from interruptions, i.e., family members and pets, and maintain comparable to or better than the County office internet service to carry out their tasks without service disruptions.

**The County will require evidence of these requirements before approving this arrangement.*

Hybrid: A hybrid classification allows the employee to work remotely and onsite; a regular schedule of where an employee works and on which days must be designated; once approved, this will become the employee's standard work schedule.

** Department heads with participating staff must submit an employee schedule and keep documentation on the program's effectiveness over the pilot program period. This includes but is not limited to leadership and management challenges and effectiveness, team collaboration, and employee performance. The department head will provide periodic check-ins to the County Administrator and Human Resources Director, frequency TBD.*



CROOK COUNTY EMPLOYEE HANDBOOK

Updated
September 2023



Contents

Welcome	
Welcome	4
Foreword	5
Mission, Vision and Values	6
Guiding Principles	6
Strategic Plan.....	7
Our Organization	10
Policy Overview	11
Equal Employment Opportunity (EEO).....	11
Statement Regarding Pay Equity	11
Reporting Improper or Unlawful Conduct – No Retaliation.....	11
Confidentiality	12
Ethics.....	12
Harassment	12
Non-Discrimination	12
Persons with Disabilities	13
Outside Activities	14
Outside Employment.....	14
Political Activity.....	14
Complaint Procedures.....	15
General Work Issues.....	16
The Workweek.....	16
Attendance/Punctuality/Absences	16
Personal Appearance	16
Overtime.....	16
Performance Reviews	17
Meal Periods and Rest Breaks.....	17

Smoke-Free Workplace	17
Introductory Period of Employment.....	17
Pay and Benefits.....	18
Electronic Check Deposit.....	18
Benefits	18
Merit Increases	18
Timekeeping Requirements	18
Payroll Policies.....	19
Pay Advances.....	19
Retirement Plans	19
Time Off and Leave.....	20
Holidays and Floating Holidays	20
Bad Weather and Emergency Closure.....	21
Family and Medical Leave.....	21
Other Leave	21
Sick Leave	21
Vacation	21
Use of County Property.....	22
Vehicle Use And Insurance.....	22
Safety, Health & Wellness.....	23
Alcohol and Drugs.....	23
Employee Assistance Program (EAP).....	24
Worker’s Compensation and Safety	24
Workplace Violence	24
Leaving the County	25
COBRA.....	25
Retirement or Resignation.....	24
Unemployment Insurance Benefits.....	24

Welcome to Crook County!

Hello and welcome! It is our pleasure to welcome you to Crook County where we serve our community and strive to provide a safe and vibrant community in which to live, work, thrive and play. We are thrilled that you have decided to join our team and be part of the experience!

This Employee Handbook was developed to provide general guidance and define who we are and how we work together. It is being provided as a guide to your day-to-day work. If you have questions or concerns, we encourage you to speak with your supervisor for clarification. Your direct supervisor will be the best resource for information concerning your position and department. Our Human Resources department is also available to assist you.

The County Court reserves the right to amend, modify, rescind, delete, supplement, or revise any policy included herein at any time with or without notice. However, the County will make reasonable efforts to provide employees with notice of any changes to this Policy Handbook. Occasionally, these policies may conflict with the provisions of a collective bargaining agreement. In case of any conflict between these policies and the provisions of a collective bargaining agreement, the provisions of the collective bargaining agreement will control. When collective bargaining agreements are silent on a particular issue, the policies of the Handbook will guide County action related to administration of policy.

Please familiarize yourself with the contents of this handbook and again, welcome, we hope your employment with us will be long and enjoyable.

Foreword

This Handbook is intended to serve as a guideline only and is not an employment contract or a guarantee of continued employment or employment for any specific length of time. The County and you have an “at-will” work relationship. That means that either the County or you can end the employment relationship at any time, with or without notice, with or without reason. It is not possible to anticipate every workplace situation or to provide information for every possible question. Please feel free to consult with your supervisor or the Human Resources department if you have any questions or concerns about the policies included in this handbook or any issues that may not be addressed.

The County provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law.

The County is committed to complying fully with the Americans with Disabilities Act (ADA) and Oregon’s disability accommodation and anti-discrimination laws. We are committed to ensuring equal employment opportunities for qualified persons with disabilities. Auxiliary aids and services are available upon request to individuals with disabilities. ***All ADA accommodation requests should be directed to the Human Resources Department.***

Our full policy handbook can be found on the HR Information Sharepoint site at

<https://crookcounty.sharepoint.com/sites/HRResources>

Crook County

Mission, Vision and Values

Mission

Crook County will inspire trust through excellence and quality of service by embracing creative and innovative methods, and by being friendly, responsive, and fiscally responsible to enhance the health, safety, and quality of life for its citizens.

Vision

Provide a safe and vibrant community in which to live, work, thrive, and play.

Be part of the experience!

Values

Excellence

Fiscal Responsibility

Trust

Creativity and Innovation

Empowerment of Staff

Guiding Principles

- Providing responsive, friendly and honest customer service
- Exhibiting ethical behavior at all times
- Focusing on public safety and social services
- Creating accessibility, responsiveness, and respect
- Finding solutions without stagnation



Strategic Plan

2023 – 2024

Summary - OUR GOALS & OBJECTIVES

Goal 1: Deliver the best level of service within available and allocated resources.

- Objective 1: Review and agree on defined level of service for each service provided by Crook County.
- Objective 2: Review and agree on standard operating procedures for each Department in Crook County.
- Objective 3: Ensure defined level of service can be provided before taking on new programs, or changed agenda for defined level of service.

Goal 2: Add County Administrator position to Crook County organization.

- Objective 1: Define roles, responsibilities and authority for County Court and County Administrator position.
- Objective 2: Enter into a professional service agreement to perform and transition the role of the County Administrator into the Organization.
- Objective 3: Meet with all County Departments to explain the change and roles and responsibilities.

Goal 3: Provide adequate staffing and implement employee retention and recruitment program within available resources.

- Objective 1: Keep compensation levels current with present inflation trends within available resources where possible.
- Objective 2: Improve recruitment and retention of employees.
 - Task 1. Review findings of exit interviews and determine areas of improvement to increase, if possible, retention of employees and provide stronger recruitment of new employees.
 - Task 2. Develop alternatives to implement recommendations of areas of improvement.

- Task 3: Include management training program in 2024 budget.
- Task 4: Ensure each department has identified training in budget requests.
- Task 5: Explore and implement, if possible, a program or execute hiring decisions based on defined staffing levels where possible.

Goal 4: Plan, Develop and implement an organization-wide facilities plan.

- Objective 1: Complete Justice Center.

Construction of the Justice Center began in fiscal year 2022 and is anticipated to be completed in fiscal year 2025. This project has been funded by the issue of a General Obligation Bond in 2022 as well as \$16 million in funding secured from the State of Oregon for this project.

- Task 1: Relocate District Attorney, Sheriff's Office, and Juvenile departments.
- Objective 2: Determine space needs and facility requirements

An assessment of the space needs of the county to determine how the new Justice Center, renovated courthouse, and current county buildings can be utilized in the most cost-efficient manner that still provides the space each department needs to function comfortably.

- Task 1: Complete space needs assessment for County Court, Administration, Finance, Assessor, Legal, Human Resources, Natural Resources, Health and Human Services, Facilities, Community Development, and Clerk.
- Task 2: Determine facilities needed for above departments.
- Objective 3: Create facilities plan.
- Objective 4: Implement facilities plan.
 - Task 1: Initiate design for Courthouse remodel and other facilities needed.
 - Task 2: Secure funding for Courthouse and other facilities.
 - Task 3: Initiate construction activities.
- Objective 5: Determine use for any surplus buildings.

Goal 5: Implement Information Technology Road Map

American Rescue Plan Act (ARPA) funds are being strategically invested to upgrade Information Technology hardware and software. A group was contracted in fiscal year 2023 to develop a technology road map. Along with replacing the enterprise resource planning (ERP) system and human resources information system (HRIS), the strategic plan also addresses network security and redundancy in fiscal years 2023 – 2025, along with the technology and security needs of the new Justice Center throughout the construction process and as the building becomes occupied and utilized.

- Objective 1: Adopt Information Technology Map.
- Objective 2: Recruit positions.
- Objective 3: Develop strategic plan for IT.

Goal 6: Plan, Develop and implement an organization-wide asset management program

- Objective 1: Incorporate software needed into Information Technology Road Map.
- Objective 2: Determine the scope of the program; vehicles, equipment, and buildings.
 - Task 1: Complete internal evaluation to determine the scope of the program.
- Objective 3: Incorporate findings of the evaluation into the County wide Strategic Plan.
- Objective 4: Implement the program.

Goal 7: Plan, Develop and Implement an organization-wide communication plan and protocols

- Objective 1: Complete policy review and update.
- Objective 2: Complete Webpage review/update.
- Objective 3: Initiate incremental rollout of social media program.

Goal 8: Develop and implement an organization-wide strategic financial plan

- Objective 1: Complete and or update all departmental Strategic Plans.
 - Task 1: Complete and or update financial plans for all strategic plans.
 - Task 2: Identify funding gaps in all areas and develop plans on how to address.
 - Task 3: Integrate department strategic plans into Crook County Strategic Plan
- Objective 2: Review and update strategic plans annually.

Our Organization

The Oregon State Legislature established Crook County on October 24, 1882 with Prineville chosen as the County Seat. The county got its name from George Crook, a distinguished career United States Army officer who served in the American Civil War and various Indian Wars.

Crook County covers an area of 2,987 square miles in the geographic center of Oregon and comprises the federally defined Prineville Micropolitan Statistical area (which is included in the Bend-Redmond-Prineville Combined Statistical Area).

Although the County's population has grown significantly over the years, initial settlement in the region was slow because of access difficulties. The first group of non-natives to spend the winter in Central Oregon came from a supply train with cattle crossing Scott Trail in 1862. Once the Santiam Pass was developed in the 1860s, access improved and brought settlers to the region.

The primary industries since Crook County's earliest days include cattle ranching, farming, and logging. Timber mills which sprang up as early as the 1860s greatly contributed to the economic development and growth of the county. In the last decade solar development has resulted in the County generating the most solar power of all Oregon counties and more than \$7.0 billion in data center development.

Policy Overview

Equal Employment Opportunity (EEO)

Crook County is committed to complying with all EEO policies and provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law.

Statement Regarding Pay Equity

The County supports Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees based on a protected class (as defined by Oregon law) in the payment of wages or other compensation for work of comparable character.

Reporting Improper or Unlawful Conduct – No Retaliation

Employees may report concerns about the County's compliance with any law, regulation, or policy. The County will not retaliate against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules, or regulations by the County;
- Mismanagement, gross waste of funds, abuse of authority;
- A substantial and specific danger to public health and safety resulting from actions of the County; or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, the County will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of a public body with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

Confidentiality

Employees must not access, use or disclose sensitive or confidential information or data except by County policies, practices, and procedures and as authorized by state or federal laws or regulations. Employees with access to confidential information, are responsible for the safekeeping and handling of that information to prevent unauthorized disclosure. Employees who access, use, or disclose confidential information contrary to Oregon or federal laws or for personal use or financial gain may be subject to civil or criminal penalties under those laws and appropriate disciplinary action for violating this policy.

Ethics

Crook County believes in treating people with respect and adhering to ethical and fair business practices. We expect employees to avoid situations that may compromise their reputation or integrity or cause their personal interests to conflict with the County's or its citizens' interests.

We at the County are public employees subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts and strict definitions of conflict of interest. Information on these laws is available at the Oregon Government Ethics Commission website: <http://www.oregon.gov/OGEC>.

If you have questions about whether an activity meets the County's or Oregon's ethical standards, please contact your direct supervisor or Human Resources. Employees who violate the Ethics Policy or who violate Oregon ethics laws may be subject to disciplinary action up to and including termination.

Harassment

The County prohibits harassment and sexual assault in the workplace or outside the workplace that violates its employees, volunteers, and interns' right to work in a harassment-free workplace. Specifically, the County prohibits harassment or conduct related to an individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and sexual assault. Further, all employees are responsible for respecting the rights of other employees and are to refrain from engaging in conduct prohibited by this policy, regardless of the circumstances and whether others participate in the behavior or do not appear to be offended.

Non-Discrimination

The County is an equal employment opportunity employer with a strong commitment to equal opportunity as it applies to all aspects of the employment relationship. It is our commitment to administer policies and conduct employment matters for all qualified employees and applicants without unlawful regard to race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law.

The County's commitment to equal opportunity applies to all aspects of the employment relationship — including but not

limited to recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.

PERSONS WITH DISABILITIES

The County is committed to complying fully with the Americans with Disabilities Act (ADA) as well as Oregon's disability accommodation

and anti-discrimination laws and ensuring equal employment opportunities for qualified persons with disabilities. Auxiliary aids and services are available upon request to individuals with disabilities.

All ADA accommodation requests should be directed to the Human Resources Department.

Outside Activities

Outside Employment

Generally, employees may obtain employment with an employer other than the County or engage in a private income-producing activity of their own so long as the outside employment:

- Does not engage in private business interests or other employment activities on the County's time or using the County's property;
- The performance of an act that may later be subject to control, inspection, review, or audit by the department for whom the employee works (or by a State agency); or
- Receipt of money or anything of value for the performance of duties that the employee must perform for the County.

Employees are responsible for assuring that their outside employment does not conflict with these rules.

An employee is prohibited from, directly or indirectly, soliciting or accepting the promise of future employment based on the understanding that the employee's official action influences the offer.

Political Activity

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours.

Complaint Procedures

The County strives to promote a positive, professional work environment free of physical or verbal harassment, “bullying,” or discriminatory conduct of any kind. Employees, volunteers, or interns who have experienced a sexual assault, any harassment, or discrimination in violation of this policy, who have witnessed such behavior, or who have credible information about such behavior occurring should bring the matter to the attention of an immediate supervisor, Human Resources, or any supervisor or member of management. An employee who experiences or witnesses harassment is encouraged, but not required, to tell the harasser that the behavior is offensive and unwanted and that they want it to stop.

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with the County’s need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, the County will take prompt, appropriate corrective action.

Employees subjected to harassment, sexual assault, or discrimination are encouraged to use the County’s complaint-reporting procedure, described above, to ensure a timely, thorough investigation and handling of the situation. Employees may, however, seek redress from the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865 or in a court under any other available law, whether criminal or civil.

The County prohibits retaliation in any way against an employee because the employee has made a good-faith complaint pursuant to this policy or the law.

General Work Issues

The Workweek

The workweek is a seven-day work period beginning Sunday at midnight through Saturday at 11:59 p.m. Typically, business hours are from Monday through Friday, 8:00 a.m. through 5:00 p.m.

Attendance/Punctuality/Absences

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work their entire work schedule, except for unpaid break periods or when required to leave on authorized County business and perform the work assigned to or requested.

Unless specified otherwise in a policy below, employees who will be unexpectedly absent from work for any reason or will not show up for work on time must inform their supervisor/manager per the department policy.

Personal Appearance

Employees must display professionalism in their dress and hygiene. Clothes must be neat, in good repair, and suitable for the employee's position. Clothes that detract from the County's business image are not allowed. Hairstyles, facial hair, jewelry, and fragrances are also a part of personal appearance. They must also be neat, suitable for businesses, and not offensive to the public or co-workers.

Overtime

You may occasionally be required to work overtime. Eligibility and compensation for overtime is governed by the Federal Fair Labor Standards Act.

Employees must receive supervisor/manager approval before working overtime. When overtime is needed, an employee will receive advanced notice whenever possible. However, due to County needs or public demands, advance notice is not always possible.

Exempt employees do not receive overtime compensation.

Performance Reviews

All County employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment.

The County aims to provide employees with their first formal performance evaluation within six months after hire or promotion. After the initial assessment, the County will strive to provide a formal performance review on an annual basis.

Reviews will generally include the following:

- An evaluation of the employee's quality and quantity of work
- A review of exceptional employee accomplishments
- Establishment of goals for career development and job enrichment
- A review of areas needing improvement
- Setting performance goals for the employee for the following year.

Meal Periods and Rest Breaks

Non-exempt employees must take a paid, uninterrupted 10-minute rest break for every four-hour segment or a significant portion thereof in the work period.

Non-exempt employees must take at least a 30-minute unpaid meal period when the work period is six hours or greater. The law requires an uninterrupted period in which the employee is relieved of all duties.

Meal periods and rest breaks are mandatory and are not optional. An employee's meal period and rest break(s) may not be taken

together as one break. Meal periods and rest breaks may not be "skipped" in order to start work late or leave early.

Smoke-Free Workplace

The County provides a tobacco-free environment for all employees and visitors. This includes the use of e-cigarettes and oral tobacco products or "chew/spit" tobacco. Marijuana is also prohibited under this policy. This policy applies to employees, volunteers, and visitors to County property, vehicles, or facilities/buildings.

County buildings and vehicles are tobacco- and marijuana-free areas. Tobacco/marijuana use is prohibited during working hours.

If you wish to smoke tobacco, you must do so outside the County's facilities/buildings and outside visitor view. Smoking is prohibited near building entrances; Oregon law bans smoking within 10 feet of building entrances and other openings, including second-story windows. The County has established employee smoking areas that your supervisor/manager can show you.

Introductory Period of Employment

All new employees, including current employees who are promoted or transferred within the County, are hired into an introductory training period that generally lasts no less than six months. This period allows you to demonstrate satisfactory performance for the position. Also, it provides an opportunity to determine if your knowledge, skills, and abilities and the requirements of the position match. It is also an opportunity for you to decide if the County meets your expectations of an employer.

Pay and Benefits

Electronic Check Deposit

Unless an employee requests otherwise, net pay will be directly deposited into the employee's bank account. Paychecks will be distributed to each department by distribution procedures.

Benefits

Employees who meet the "benefit eligible" definition under the County policy and that of its insurance provider are entitled to the benefit options the County offers. The County offers group health, dental and vision insurance for all its regular, full-time employees unless otherwise established by law. Part-time employees are not eligible for health insurance coverage.

Health insurance will be available to eligible employees and their families on the first day of the month following hire. Further information on benefits offered by the County can be found on the county's website at <https://co.crook.or.us/hr/page/benefits>

Merit Increases

If funds are budgeted, employees are eligible for merit pay increases upon completion of the employee's annual review, provided the employee's performance has met or exceeded performance standards.

Timekeeping Requirements

All non-exempt employees must accurately record time worked on a timecard for payroll purposes. Employees must record their own time at the beginning and end of each work period, including before and after the meal period. Employees also must record their time whenever they leave the building for any reason other than County business.

Salaried exempt employees may also be required to record their time on a timecard or timesheet. These employees will be instructed separately on this process.

Payroll Policies

You will be paid bi-monthly. Bi-monthly is defined as the first day of the month to the fifteenth day of the month, to be paid on the last weekday of the month. And from the sixteenth day of the month until the last day of the month, to be paid on the 15th of the month.

Pay Advances

The County does not provide advance salary payments or loans from salary to be earned.

Retirement Plans

401K

All full-time and part-time employees (working 128 hours per month) are covered by the County Retirement Plan (401K) and are eligible for enrollment on the first of the month after completing their six-month probationary period.

PERS (Public Employee's Retirement System) Benefits (Only applicable for the Sheriff's Office, Community Corrections, and Jail)

The County participates in the Public Employees Retirement System (PERS); therefore, your designation as a Tier I, Tier II, or Oregon Public Service Retirement Plan (OPSRP) member will depend on your prior PERS service and PERS rules. An employee's designation and eligibility for participation in PERS or the OPSRP are determined by law. For more information about these plans, please contact PERS at 1-888-320-7377 or visit their website at www.oregon.gov/PERS. Please see the benefits coordinator for information about the County's contributions to employee PERS or OPSRP plans.

Time Off and Leave

Holidays and Floating Holidays

The County recognizes eleven holidays each year. All full-time employees will receive their regular straight-time compensation for each holiday. Regular part-time employees receive pay for each designated holiday in the proportion that their typically scheduled number of hours equals 40 hours per week. The holidays celebrated are:

- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- President’s Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

A holiday that falls on a weekend will be observed on the preceding Friday or the following Monday to coincide with local customs. Any hourly, non-exempt employee required to work on a holiday will receive double-time payment for the hours worked.

Employees working 128 hours or more monthly may select one additional day with pay (“floating holidays”) during the fiscal year. Floating holidays do not accrue; they are forfeited if they are not taken during the fiscal year.

Bad Weather and Emergency Closure

If there are circumstances beyond our control, such as inclement weather, a national crisis, or other emergencies that make one or more of our office locations inaccessible for all or part of a regularly scheduled workday, a member of the County Court (or their designee) will decide whether to and to what extent the County will close.

In the event of extremely bad weather, we recognize that each employee's ability to reach work safely may be different. If you cannot safely report to work in such circumstances, you should contact your supervisor/manager. If staff cannot reach the office and can serve the County from home, you should do so subject to approval by your manager or supervisor. Safety and a trustworthy approach are your guides.

Family and Medical Leave

Crook County provides leave to employees so they can meet their family, health, and parental obligations while maintaining their job. These leaves are granted according to the federal Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), Oregon Sick Leave and Paid Leave Oregon. In all cases, applicable Oregon and federal laws, rules, policies, and collective bargaining agreements govern the employee's and the County's rights and obligations, not this policy.

Employees seeking further information should contact Human Resources.

Other Leave

Other types of leaves may be approved for a variety of reasons, such as bereavement leave,

jury or witness duty, military leave, religious observances/accommodation leave, crime victim leave or domestic violence leave. Please discuss your need for leave with your supervisor and reach out to Human Resources for specific policy information and guidance.

Sick Leave

Regular full-time employees accrue sick leave at 8 hours for each full month of service up to a maximum of 1,080 hours. Regular part-time employees shall accrue sick leave at a rate of 1 hour of paid sick time for every 30 hours the employee works.

Sick leave may be used for the diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or need for preventive medical care. This is available for the employee or their covered family member, or for any purpose allowed under the Oregon Family Leave Act, including bereavement leave.

Sick leave is meant to be used or carried over; unused sick leave will not be cashed out upon separation from employment.

Vacation

The county's policy is to periodically provide each full-time employee with vacation time. The amount of vacation to which an employee becomes entitled is determined by the employee's length of service as of their employment anniversary date. Vacation time will begin to accrue upon hire and may be used upon accrual (with supervisor approval).

Terminated employees will be paid for their accrued and unused vacation time at the time of separation if they have been employed with the County for more than six months.

Use of County Property

All of the County's electronic equipment and services are provided and intended for County business purposes only and not for personal matters, communications, or entertainment. Access to the Internet, websites, and other electronic services paid for by the County will be used for County business only.

Employee communications, both business and personal, made using County electronic equipment and services are not private. All information and communications in any format, stored by any means on County's electronic equipment or services, are subject to inspection at any time without notice.

Employees may not install personal hardware or software on the County's computer systems or mobile devices without approval from Information Technology. All software installed on the County's computer systems must be licensed. Copying or transferring of County-owned software to a personal device/equipment may be done only for personal devices/equipment used for County business and with the written authorization of the County.

Vehicle Use And Insurance

Employees using a private vehicle to conduct County's business must possess a valid driver's license and must carry auto liability insurance. Employees who use their own vehicles for authorized County business use should make any necessary arrangements with their insurance carriers.

The County may verify the validity of your driver's license and driving record at the time of hire and at any point during your employment.

While on County business, drivers are expected to make every reasonable effort to operate their vehicle safely, with due regard for potential hazards, weather, and road conditions.

Employees who receive a ticket or citation while driving a County-owned vehicle or while on County business will be responsible for paying the fine (if any) associated with the ticket or citation and may face discipline up to and including termination.

Safety, Health & Wellness

The County works to maintain a safe and efficient work environment. Employees are responsible for working in a safe manner and observing all safety rules and practices. Your supervisor will discuss safety regulations, emergency evacuation procedures and disaster plans specific to your department.

Alcohol and Drugs

The County expects employees to report to work in a condition conducive to performing their duties safely, effectively, and efficiently.

Prohibited Conduct

- Possession, transfer, use, or being under the influence of any alcohol while on County property, on County time, while driving County vehicles (or personal vehicles while on County business), or in other circumstances which adversely affect County operations or safety of County employees or others.
- Possession, distribution, dispensing, sale, attempted sale, use, manufacture, or being under the influence of any narcotic, hallucinogen, stimulant, sedative, drug, or other controlled substance while on County property, on County time while driving County vehicles (or personal vehicles while on County business), or in other circumstances which adversely affect County operations or safety of County employees.
- Bringing to County property or possessing items or objects on County property that contain any “controlled substance,” including, for example, “pot brownies,” “edibles,” and candy containing marijuana.

This prohibition does not apply to law enforcement employees who bring or possess such items concerning law-enforcement work. No employee, regardless of the position held, may knowingly serve items containing marijuana or any other “controlled substance” to co-workers, members of the public, or elected officials while on work time or on/in County property.

Employees must inform their supervisor/manager about using any prescription or over-the-counter drugs that could affect their ability to perform their position duties safely.

Employee Assistance Program (EAP)

Total Care EAP provides this free, confidential service to all employees and dependents. The EAP can assist employees and eligible family members with any personal problems, large or small. Each covered employee and eligible family members can receive up to three (3) personal counseling sessions per year. Sessions can be face-to-face, over the phone, or online for concerns such as marital conflict, conflict at work, depression, stress management, family relationships, anxiety, alcohol or drug abuse, grieving a loss, and career development services.

Total Care EAP provides educational tools for eldercare, childcare, legal consultation, financial coaching, identity theft, home ownership, and gym membership discounts.

More information regarding this service can be obtained by contacting Human Resources, or you can contact Total Care EAP directly at 800.252.4555 or www.theEAP.com.

Worker's Compensation and Safety on the Job

You are protected by workers' compensation insurance under Oregon law. This insurance covers you in case of occupational injury or illness by providing, among other things, medical care, compensation, and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

If you are injured on the job, Human Resources wants to know about it and expects to learn about it no later than 24 hours after your injury (report all work-related injuries to your supervisor/manager).

If your injury requires time off work, Human Resources will provide guidance during your

recovery and return to work. Light duty, modified responsibilities, and schedules are examples of cooperative approaches to help you return to work. Human Resources can provide employees with more information concerning compensable injuries, worker's compensation, leaves, and return to work guidance.

The County will account for other leave and disability laws that might apply to your situation, such as the Americans with Disabilities Act (ADA) and FMLA or OFLA. If, after returning from a workers' compensation leave, it is determined that you are unable to perform the essential functions of your position because of a qualifying disability, you may be entitled to a reasonable accommodation, as governed by the ADA and applicable Oregon laws covering disabilities in the workplace.

Workplace Violence

The County recognizes the importance of a safe workplace for employees, customers, vendors, contractors, and the general public. A work environment that is safe and comfortable enhances employee satisfaction as well as productivity. Therefore, threats and acts of violence made by an employee against another employee, volunteer, elected official, or public concerning that person's life, health, well-being, family, or property will be dealt with in a zero-tolerance manner by the County.

All employees must report any incidents that pose a real or potential risk of harm to employees or others associated with the County or that threaten the County's safety, security, or financial interests. Employees are also strongly encouraged to report threats or acts of violence by non-employees, such as vendors or citizens, against any employee, volunteer, or elected official. Employees should make such reports directly to their supervisor/manager.

Leaving the County

COBRA

If you take unprotected leave or your employment with The County ends, you may continue your medical coverage under The Consolidated Omnibus Budget Reconciliation Act (COBRA). You will receive a letter that will outline your options for continued medical coverage.

Retirement or Resignation from Employment

If you choose to resign or retire, it is anticipated that you will give the County as much notice as possible – preferably at least two weeks. When giving your two-week notice, vacation, personal, or sick days should not be used in lieu of notice. If you do not give two weeks' notice of your intent to leave the County, you will not be eligible for re-employment at a later date.

Employees must return all County property, including phones, computers, identification cards, credit cards, keys, and manuals, to a supervisor/manager on or before their last day of work.

Unemployment Insurance Benefits

If you become unemployed, you may be eligible for unemployment benefits. Your eligibility will depend on the reason for leaving your job. Contact the Unemployment Department for further information.

EXIT INTERVIEW

Weapons

Learning and Development

Diversity

Opportunities

Lateral Employee Vacation Accrual Rate

Our vacation accrual policy for lateral hires and promotions is based on the principle that employees with prior experience in similar roles should be credited for that experience in the form of vacation accrual rates. To implement this policy, we follow a two-year experience equals one year on county schedule formula.

For instance, an employee with 20 years of experience in a similar role would be placed at year ten on the county scale for vacation accrual. This means that they would be eligible for vacation time equivalent to what an employee with ten years of experience on the county scale would receive.

We believe this policy is fair and rewards employees for their prior experience while ensuring that all employees' vacation accrual rates remain consistent and equitable. Additionally, this program will significantly benefit the County's ongoing recruitment efforts. When the County recruits, it must provide benefits comparable to those experienced employees often receive at their current employers to assist the County in remaining competitive in the marketplace.

If you have any questions or concerns about this policy, please don't hesitate to contact HR for further clarification.

Crook County Communications Plan

Goal 7: Plan, develop and implement an organization-wide communication plan and protocols.

Creating a communications plan for Crook County involves careful consideration of goals, target audience, branding, specific strategies for communication, and coordinating efforts to ensure effective communication. This includes leveraging various channels and strategies to enhance transparency, engage the community, and establish a positive image.

Goals and Objectives:

1. Enhance Community Engagement:

- Increase community participation in county events, meetings, and boards and committees through effective communication channels.

2. Increase Transparency:

- Increase communication to the public regarding county meetings, awareness and understanding of county policies, decisions, general information and updates.

3. Establish Positive Image:

- Improve the perception of Crook County through positive engagement and highlighting departmental and community successes.

4. Emergency Preparedness:

- Increase awareness and understanding of emergency procedures among residents.

Target Market & Demographic:

1. Identify Target Market:

- Crook County residents, businesses, local organizations, employees, and community members.

2. Identify Key Demographics:

Age groups, economic status, interests, and communication preferences

- Residents aged 25-65, families, local businesses, employees
- Seniors, young adults, visitors
- Tailor messaging and channels for each demographic

Consistent Branding:

1. Brand Guidelines:

- Develop and adhere to a set of brand guidelines for a consistent visual identity.

Crook County Communications Plan

- Ensure that all communication materials align with these guidelines.
- 2. Visual Identity:**
 - Develop and maintain a consistent visual identity for Crook County across all communication channels (logo, color scheme, fonts).
- 3. Messaging Tone:**
 - Define a tone that reflects the county's values (e.g. friendly, informative, trustworthy) and ensure it's consistent across all communication platforms.

Social Media:

- 1. Platforms:**
 - Choose relevant social media platforms (e.g., Facebook, LinkedIn).
- 2. Profiles:**
 - Create and optimize profiles with consistent branding.
- 3. Content Calendar:**
 - Develop a content calendar that includes a mix of county updates, community events, highlights, success stories, behind-the-scenes glimpses, and emergency preparedness information.
- 4. Engagement Strategy:**
 - A variety of informational and engaging content across social media platforms.
 - Implement strategies to encourage community interaction, such as polls, Q&A sessions, trivia, history, and photo requests to boost engagement.
 - Respond in a reasonable timeframe to comments and messages.

Website Updates:

- 1. User-Friendly:**
 - Ensure the website is easy to navigate, has a clear menu structure, accessible information, and is mobile-friendly.
- 2. Content:**
 - Regularly update the website with relevant content, including departmental updates, news, events, and official announcements.
- 3. Video:**
 - Add zoom videos from the work sessions and regular sessions to the website for increased immediate transparency.
- 4. Latest News:**
 - Utilize the Latest News section on the website more regularly for news, updates, and announcements.

Crook County Communications Plan

Monthly Email Newsletter:

1. **Platform:**
 - Mailchimp / Constant Contact
2. **Content Variety:**
 - Include a mix of county updates, news, calendar for upcoming events, community highlights, success stories, and important announcements.
3. **Regular Content:**
 - Information and standard updates from departments such as Community Development, Health Department, Road Department, etc.
4. **Visual Appeal:**
 - Use visuals like infographics, charts, flyers, and photos to make the newsletter visually appealing.
 - Ensure a consistent and branded layout.

Additional improvements/thoughts:

1. New camera or have IT investigate if the Annex camera can rotate to track voices.
2. Requesting ipads for the Commissioners to eliminate the need to print packet/binder materials for each work session and regular session.
3. Additional Admin assistance to cover front desk duties and main phone line.

By implementing these strategies, Crook County can enhance transparency, increase its communication efforts, and engage the community effectively. Regularly evaluate and adjust the plan based on the evolving needs and feedback from the community.